

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
May 15, 2023  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

1. Approval Of The City Council Meeting Minutes For May 1, 2023.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**Public Hearing and Receipt of Bids**

2. Public Hearing: 2023 Proposed Property Tax Rates.
3. Receipt Of Bids For New Dispatch Furniture and Motorola Radios For The Moberly Police Department And Moberly Fire Department.
4. Receipt of Bids for City Hall Air Duct Cleaning

**Consent Agenda**

5. A Resolution Accepting The Bid And Authorizing Contracting With R. & L. Boone Construction Company For The Regional Detention Basin And Committing To Payment Of The Difference Between The Bid Amount And The Grant Amount.
6. A Resolution Authorizing The City Manager To Execute A Letter Agreement With Barr Engineering Company For Professional Services Related To Moberly Seven Bridges CSO Basin Improvements.
7. A Resolution Accepting The Bid Of Motorola For Police And Fire Department Radios And A Dispatch Radio Console For Moberly Joint Communications.
8. A Resolution Accepting The Bid Of Watson Consoles For Dispatch Furniture For Moberly Joint Communications.

**Ordinances & Resolutions**

9. An Ordinance Approving A First Amendment To Cooperative Agreement For Joint Central Dispatch.
10. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Preliminary Development Plat And Planned Development District Application Of Tony Stuart For Property Located In The 400 Block Of North 4th Street.
11. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Tony Stuart For Property Located In Williams Second Addition To The City Of Moberly.
12. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Tony Stuart For Property Located In The 400 Block Of North 4th Street.

- [13.](#) An Ordinance Approving A Fifth Amendment To Purchase Option; And Providing Further Authority.
- [14.](#) A Resolution Recording The Destruction Of Certain Local Government Records.
- [15.](#) A Resolution Approving Moberly State Revolving Fund Applications Submittal To DNR And Authorizing The City Manager To Submit The Application.
- [16.](#) A Resolution Approving A Written Consent To Assignment With Mid-America Bank.
- [17.](#) A Resolution Approving An Agreement For City Hall Air Duct Cleaning Services.
- [18.](#) A Resolution Permitting The Moberly Rotary Club, Altrusa Club, Fraternal Order Of Eagles And The Knights Of Columbus To Locate And Operate A Carnival In Downtown Moberly From June 14 To June 17, 2023, And The Closure Of Downtown Streets And The Operation Of A Beer Garden During The Seventeenth Annual Railroad Days.
- [19.](#) A Resolution Authorizing The City Manager To Accept And Execute A Grant Agreement For The Fennel Community Center.
- [20.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

#### **Official Reports**

- [21.](#) Department Head Monthly Reports

#### **Anything Else to Come Before the Council**

- [22.](#) Park Board Appointments.

#### **Adjournment**

23. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of A Negotiated Contract, (Closed Statue 610.021) (12).

**We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at [www.cityofmoberly.com](http://www.cityofmoberly.com). The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.**





**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
May 1, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Brubaker presiding.

All stood and recited the pledge of allegiance led by Mayor Brubaker.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons (via Zoom).

A motion was made by Lucas and seconded by Jeffrey to approve the agenda. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the April 17, and April 20, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker read a proclamation proclaiming May 8 through May 12, 2023, as Economic Development Week.

Mayor Brubaker presented a plaque and gavel to Councilman Jerry Jeffrey and thanked him for his years of service to the City of Moberly as Mayor from July 17, 2017 to April 17, 2023.

A request was received from the Moberly Rotary Club, Altrusa club, Fraternal Order of Eagles and Knights of Columbus to schedule the 17<sup>th</sup> Annual Moberly Railroad Days Festival for June 14 through June 17, 2023, in Downtown Moberly. To accommodate carnival rides, staging and vendor booth spaces, they request the closure of Sturgeon Street from Coates Street to Rollins Street, the east half of the 100 block of West Reed Street, leaving the alley open. They also request closure of the parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of North Clark Street. Parking lot and road closures are requested to begin on Sunday, June 11, 2023, and end on Sunday, June 18, 2023. They request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Street beginning in early May, and for Moberly Eagles to operate a beer garden in Depot Park. A motion was made by Jeffrey and seconded by Kyser to approve the request. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bid was received for a three-sided bunker to store glass in located at the Waste Management transfer station on Martin Lane: **DMC Concrete**, \$17,395.00. A motion was made by Jeffrey and seconded by Lucas to accept the bid. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for haying at the Omar N. Bradley Airport located at 3600 East Outer Road in 2023: **Curtis Kruse** - \$500 per year, \$1,500 per three years; **Henry Westhues** - \$610 per year, \$1,830 per three years; **Pretz Farms LLC** - \$2,250 per year, \$6,750 per three years; **Jared Embree** - \$2,295 per year, \$6,885 per three years. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

During a point of order, Fire Chief Don Ryan updated the Council on Agenda Item number 9 on the Consent Agenda. He said that the item would need to be budgeted at \$75,000 from \$70,000, if awarded; however, this item is just allowing the City to apply for a grant and any changes, if awarded, would be brought to the Council for further consider and passage.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Lucas made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

**Bill No. R1444:** "A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH DMC CONCRETE, LLC FOR A THREE-SIDED GLASS RECYCLING BUNKER"

**Bill No. R1445:** "A RESOLUTION APPROVING AND AUTHORIZING A PROFESSIONAL ADMINISTRATIVE SERVICES CONTRACT WITH MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR AN ARPA GRANT"

**Bill No. R1446:** "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARTLETT & WEST, INC., TO PROVIDE ENGINEERING SERVICES FOR THE SOUTH MORLEY COST SHARE AGREEMENT PROJECT"

**Bill No. R1447:** "A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING A FY 2023 STATE HOMELAND SECURITY PROGRAM GRANT APPLICATION BY THE MOBERLY FIRE DEPARTMENT"

**Bill No. R1448:** "A RESOLUTION AUTHORIZING A LISTING AND MARKETING COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC"

**Bill No. R1449:** "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ALLSTATE CONSULTANTS, LLC"

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: "**AN ORDINANCE APPROVING A FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH**" and moved to table Bill No. 9750 until the May 15, 2023, City Council meeting. Jeffrey seconded the motion. The presiding officer having called for a vote on the

motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. Bill No. 9750 is tabled until the May 15, 2023, City Council Meeting.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH CENTRAL CHRISTIAN CHURCH, INC”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI, AND JARED EMBREE FOR MOWING OMAR N. BRADLEY REGIONAL AIRPORT”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING THROUGH THE BRIDGE ENGINEERING ASSISTANCE PROGRAM”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN APRIL 15, 2023 AND APRIL 27, 2023, IN THE AMOUNT OF \$494,744.89”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A proposal was received from Mark Fischer with Moberly Council of the Arts for \$1,000 for social media marketing, radio ads, banners, and flyers for the Phobia Film Festival (working title) at the 4<sup>th</sup> Street Theatre. The Moberly Tourism Commission has reviewed the application and recommended approval of the sponsorship of \$1,000. A motion was made by Jeffrey and seconded by Kyser to approve the request. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker nominated Jerry Jeffrey to be appointed as Council Member to the Downtown Moberly Community Improvement District (CID) Board. A motion was made by Brubaker and seconded by Kyser to appoint Jerry Jeffrey as Council Member to the Downtown CID Board. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Winona Whitaker with the Moberly Monitor Index was present. Ms. Whitaker told the Council that this would be her last Council Meeting as an employee of the Moberly Monitor Index. The Council thanked her for her service.

A motion was made by Jeffrey and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of confidential attorney-client communication, legal, and real estate. (Closed Statute 610.021)(1,2). Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

A motion was made by Jeffrey and seconded by Lucas to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

### **Work Session**

The Following Was Discussed At The Work Session:

Public Hearing: 2023 Proposed Property Tax Rates.

Receipt Of Bids For New Dispatch Furniture and Motorola Radios For The Moberly Police Department And Moberly Fire Department.

An Application For Re-Zoning Lots 10 And 11, Block 9 Of Williams 2nd Addition (400 Block Of N 4th Street) From A B-3 (General Commercial District) To An R-3/PD (Multi-Family Dwelling District/Planned Development).

An Application For Re-Zoning Lots 18, 19, 20, 21, And 22, Block 9 Of Williams 2nd Addition (400 Block Of N 5th Street) From A R-3 (Multi-Family Dwelling District) To An R-3/PD (Multi-Family Dwelling District/Planned Development).

An Application For A Preliminary Plat Submitted By Nate Kohl On Behalf Of 3 Brothers Construction To Re-Plat For A New Planned Development Subdivision In The 400 Block Of North 4th And 5th St.

A Discussion Regarding A Moberly Detention Basin Project Increase in Budgeted Construction Costs.

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

Park Board Appointments.



Notice of Public Hearing

A Public Hearing will be held at 6:00 p.m. May 15, 2023, in the City Council Chambers at City Hall, 101 West Reed Street at which time citizens may be heard on the property tax rates proposed to be set by the City of Moberly, a political subdivision. The tax rate shall be set to produce the revenue which the budget for Fiscal Year 2023-2024 shows to be required from the property tax.

Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

| <u>ASSESSED VALUATION</u> | <u>2022</u>   | <u>Est. 2023</u>                                   |
|---------------------------|---|--|
| Real Estate               | 118,399,650.00  | 119,473,280.00                                     |
| Personal                  | 41,182,554.00   | 56,848,215.00                                      |
|                           | <u>159,582,204.00</u>                                     | <u>176,321,495.00</u>                              |
|                           |   |  |
| <u>STATE ASSESSED</u>     |   |  |
| Real Estate               | 7,082,244.00  | 7,334,122.00                                       |
| Personal                  | 1,230,535.00  | 1,219,156.00                                       |
|                           | <u>8,312,779.00</u>                                       | <u>8,553,278.00</u>                                |
|                           |   |  |
| TOTAL ASSESSED            | 167,894,983.00  | 184,874,773.00                                     |
|                           |   |  |
|                           | Amount of<br>Property Tax<br>Revenue Budgeted<br>for 2023 | Proposed<br>Tax Rate<br>(Per \$100.00)<br>for 2023 |
|                           |   |  |
| <u>FUNDS</u>              |   |  |
| General Fund              | 1,283,227.45  | 0.7294   |
| Parks and Recreation      | 595,520.28  | 0.3385   |
|                           | <u>1,878,747.73</u>                                       | <u>1.0679</u>                                      |

These rates are based on the last assessed valuations made available by the Randolph County Assessor.

Moberly City Council  
Shannon Hance, City Clerk

Publish April 19, 2023  
Affidavit Needed

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** May 1, 2023

**Agenda Item:** Receipt Of Bids For New Dispatch Furniture and Motorola Radios For The Moberly Police Department And Moberly Fire Department.

**Summary:** Moberly Police completed applications for RESCUE ACT FUNDS from Randolph County Missouri for three projects to improve radio communication capabilities for Moberly Police and the Moberly Joint Dispatch Center. Request for bids for new portable radios for Police and a new third position MC7500 radio console for dispatch were requested from Motorola. Under Sec. 2-435, *single-source purchases*, only Motorola was asked for bids for these radios as the Police Department only utilizes Motorola radio equipment and has found Motorola Radios outperform their competitors. The department currently has an MC7500 base radio and only an MC7500 radio would be compatible for a third position. SCG Consulting Services LLC was contracted by Randolph County to oversee the county wide radio upgrade project and was in direct contact with Motorola to ensure we received the best prices possible and put out the RFP for new dispatch furniture for Moberly Joint Communications. Four vendors (Xybix, Adaptaspace, Watson and DTS) submitted proposals with Watson and DTS submitting two proposals.

**Recommended Action** Approve the request.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### 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\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

**Moberly Police Dept**

**Contact:** Bobbie Smith

**Phone:** 6602630346

**Email:** bsmith@moberlypd.com

**Watson Factory Rep Firm:** DICK BUSS & ASSOCIATES

**Sales Person:** Dick Buss

**Phone:** 6089872100

CONSOLE PLAN 01 - (3) MERCURY PRO CONSOLES - 78" WIDE

Each Position Includes:

42" High Screens w/ 12" High Tinted Acrylic (54" Total Height)

Electronically Height Adjustable Worksurface with Manual Focal Depth Adjustment

Electronically Height Adjustable Monitor Array with Focal Depth Adjustable Monitor Arms - Configuration Per Drawings

Environment Control Package - Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting & Dimmable LED Task Lighting

In-Dash 110V AC Power Outlets

Technology Cabinet with Pull Out Shelf & Active Ventilation to Accommodate (2) PCs

Technology Bridge With Active Ventilation Accommodate (3) Small Format PC's - NO taller than 15"

Grounding Bar Kit

(2) Speaker Brackets - Array Mounted

(1) Headset Adapter Bracket

Seating

(12) Technology Ports: (6) USB-A, (2) CAT6/RJ45, (2) 3.5mm, (1) RJ11/RJ12 & (1) USB Charger

Installation

Type of Site – empty room

Pre-Installation Site Prep – none

Location – 1st floor

Prevailing Wage or Union – no

**MATERIAL SURCHARGE:** Watson has implemented a materials surcharge on orders received after May 1, 2022 . This charge is 5% of net and will be noted on your acknowledgement. Thank you for your understanding during this turbulent supply and transportation era.

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs, platforms, rails etc are for representational purposes only.
4. Customer is responsible for verification of room dimensions.
5. Completed Order consists of a signed Contract or Purchase Order and completed Final Signoff package
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
7. Pricing will be valid for four (4) months after receipt of Purchase Order.
8. Lead time based on product type and order size. Check with your sales associate upon ordering.

**Quote Date** 3/15/2023 **Expiration Date** 6/15/2023

**Watson Account Manager:** Lisa Dotterweich

www.watsonconsoles.com  
360.394.1300

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**Prepared By:**



# Bill of Material

Project: Moberly Police Dept



## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesperson: Dick Buss  
Salesperson Phone: 6089872100  
Salesperson Fax: 6083452104

| #              | Qty | Part Number    | Description  | Sell                 | Ext. Sell          |
|----------------|-----|----------------|--|----------------------|--------------------|
| <b>Main 01</b> |     |                |  |                      |                    |
| 1              | 15  | 0000388        | CABLE,HDMI,W/ETHERNET,25' (EA)   | \$36.00              | \$540.00           |
| 2              | 1   | DAGR           | GROMMETS - SET OF FIVE   | \$24.75              | \$24.75            |
| 3              | 3   | HD6H153918L-N  | MERCURY PRO HUB, 15"D x 39"W x 18"H, LEFT HAND, NO GROMMET   | \$1,809.00           | \$5,427.00         |
| 4              | 1   | HD6H153918R-N  | MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET  | \$1,809.00           | \$1,809.00         |
| 5              | 2   | HD6H245118R-G  | MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, WITH GROMMET  | \$2,094.75           | \$4,189.50         |
| 6              | 3   | HD6W3678D      | MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 78"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY | \$5,589.00           | \$16,767.00        |
| 7              | 2   | HG6TS78G       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, WITH GROMMET                         | \$632.25             | \$1,264.50         |
| 8              | 1   | HG6TS78N       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, NO GROMMET                           | \$607.50             | \$607.50           |
| 9              | 6   | HGA            | MERCURY ARRAY  | \$1,147.50           | \$6,885.00         |
| 10             | 2   | HGBS1518D-L    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND   | \$49.50              | \$99.00            |
| 11             | 1   | HGBS1518D-R    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND  | \$49.50              | \$49.50            |
| 12             | 1   | HGBS1518S-L    | MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, LEFT HAND   | \$49.50              | \$49.50            |
| 13             | 1   | HGBS2418D-R    | MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND  | \$72.00              | \$72.00            |
| 14             | 1   | HGBS2418S-R    | MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND  | \$72.00              | \$72.00            |
| 15             | 3   | HGSOBKT42L     | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00              | \$81.00            |
| 16             | 3   | HGSOBKT42R     | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00              | \$81.00            |
| 17             | 4   | HGSR3954FAS    | MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 39"W X 54"H,   | \$720.00             | \$2,880.00         |
| 18             | 2   | HGSR5154FAS    | MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 51"W X 54"H,   | \$751.50             | \$1,503.00         |
| 19             | 3   | HGSS7854FAS    | MERCURY SPINE SCREEN, FABRIC AND TINTED ACRYLIC, 78"W X 54"H,  | \$1,179.00           | \$3,537.00         |
| 20             | 3   | HGTB242024R    | MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, RIGHT HAND  | \$1,107.00           | \$3,321.00         |
| 21             | 4   | HHC1518        | MERCURY HUB COVER, 15"D x 18"H   | \$36.00              | \$144.00           |
| 22             | 3   | TXX4X6GROUND   | MERCURY, GROUND BAR KIT 4" X 6"  | \$94.50              | \$283.50           |
| 23             | 6   | TXXSPKBKT      | SPEAKER BRACKET, ARRAY MOUNT   | \$22.50              | \$135.00           |
| 24             | 3   | TXXTECHAUDBKT  | HEADSET JACK MOUNT BKT, BLACK  | \$49.50              | \$148.50           |
| 25             | 2   | TXXTECHAUDIO25 | TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft                                       | \$25.00              | \$50.00            |
|                | 4   | TXXTECHAUDIO25 | TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft                                       | \$25.00              | \$100.00           |
| 26             | 2   | TXXTECHDATA25  | TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft                                | \$45.00              | \$90.00            |
|                | 4   | TXXTECHDATA25  | TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft                                | \$45.00              | \$180.00           |
| 27             | 1   | TXXTECHPH25    | TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft   | \$20.00              | \$20.00            |
|                | 2   | TXXTECHPH25    | TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft   | \$20.00              | \$40.00            |
| 28             | 1   | TXXTECHUSB-CHG | TECH LINK, USB CHARGER INSERT  | \$100.00             | \$100.00           |
|                | 2   | TXXTECHUSB-CHG | TECH LINK, USB CHARGER INSERT  | \$100.00             | \$200.00           |
| 29             | 6   | TXXTECHUSB15   | TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft                         | \$30.00              | \$180.00           |
|                | 12  | TXXTECHUSB15   | TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft                         | \$30.00              | \$360.00           |
| 30             | 1   | WAKEY-STD      | MASTER KEY, STANDARD LOCK (082000)   | \$18.00              | \$18.00            |
|                |     |                |  | <b>Total Main 01</b> | <b>\$51,308.25</b> |

# Bill of Material

Project: Moberly Police Dept

**watson** #3.

## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor


Company name: DICK BUSS & ASSOCIATES  
Salesperson: Dick Buss  
Salesperson Phone: 6089872100  
Salesperson Fax: 6083452104

| # | Qty | Part Number | Description | Sell | Ext. Sell |
|---|-----|-------------|-------------|------|-----------|
|---|-----|-------------|-------------|------|-----------|

|   |                    |
|---|--------------------|
| Subtotal Product  | \$51,308.25        |
| Material Surcharge (5 %)  | \$2,565.41         |
| Install   | \$14,400.00        |
| Breakdown and Removal   | \$2,400.00         |
| Freight   | \$5,137.12         |
| Qty (1) part 3142r1 High Back Black Staccato C-Loop Arms, Standard Base, 60MM casters | \$1,446.71         |
| Qty (2) - part 3152 - Fabric with C-Loop Arms   | \$3,380.00         |
| <b>Total</b>  | <b>\$80,637.49</b> |

## Acceptance

Randolph County Commission



Date

3/28/23

Billing Address:  
 MOBERLY POLICE  
 DEPARTMENT  
 300 N CLARK ST  
 MOBERLY, MO 65270  
 US

Quote Date:02/19/2023  
 Expiration Date:04/20/2023  
 Quote Created By:  
 John Briggs  
 john.briggs@wirelessusa.com  
 End Customer:  
 MOBERLY POLICE DEPARTMENT  
 Troy Link  
 tlink@moberlypd.com  
 660-263-0346  
 Contract: 21810 - JOHNSON COUNTY  
 (KS)

| Line # | Item Number      | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
|        | APX™ 4000 Series | APX4000   |     |            |            |                 |
| 1      | H51KDF9PW6AN     | APX 4000 VHF MHZ MODEL 2 PORTABLE                                     | 35  | \$2,332.00 | \$1,399.20 | \$48,972.00     |
| 1a     | QA05751AA        | ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)                    | 35  | \$0.00     | \$0.00     | \$0.00          |
| 1b     | H885BK           | ADD: 3Y ESSENTIAL SERVICE   | 35  | \$133.00   | \$133.00   | \$4,655.00      |
| 1c     | Q811BR           | ENH: SOFTWARE P25 CONVENTIONAL  | 35  | \$650.00   | \$390.00   | \$13,650.00     |
| 2      | NNTN8128C        | BATT IMPRES LIION IP67 2000T  | 12  | \$128.99   | \$77.39    | \$928.68        |
| 3      | PMPN4284B        | CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA | 1   | \$707.40   | \$424.44   | \$424.44        |
| 4      | PMPN4576A        | CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW               | 35  | \$82.08    | \$49.25    | \$1,723.75      |
| 5      | PMMN4069AL       | MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55                               | 35  | \$143.64   | \$86.18    | \$3,016.30      |

**Grand Total** **\$73,370.17(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





**Moberly Police Department  
Emergency Communications Dispatch Console Furniture**

**Bid Due: 2/17/2023 at 4 PM**

**Moberly Police Department  
Attn: Chief Troy Link  
300 N. Clark Street · Moberly, MO 65270**



p: 303.683.5656 • tf: 800.788.2810  
f: 303.683.5454 • Email: [info@xybix.com](mailto:info@xybix.com)

[www.xybix.com](http://www.xybix.com)

## Introducing Xybix Systems, Inc.

Dave and Barry Carson founded Xybix Systems, Inc., to develop ergonomic furniture solutions that improve the health and productivity of employees in 24/7 mission critical environments. We listened to actual users as we designed patented solutions that address customer needs, thereby gaining Xybix a reputation as the innovative leader in state-of-the-art consoles, workstations, and imaging desks. Xybix was founded in June 1991 and is in Littleton, Colorado, where we employ 80 people.

Xybix has served more than 11,000 organizations across North America, specializing in 911 dispatch centers, command & control centers, and healthcare environments. We perform manufacturing in-house, and our professional engineers, interior designers and installers all are-invested in the long-term success of your project. Our experienced staff seeks to understand your equipment, processes, and culture to truly meet your needs.

True to our roots, Xybix partners with customers throughout the process, from making selections, designing the room, installing the consoles, and providing ongoing service. As a family business with our reputations on the line, we provide the same mindfulness to every project, big or small. When working with us, you can expect:

- A dedicated professional assigned to you at each phase of the project
- Durable furniture that complies with Business Institutional Furniture Manufacturers Association (BIFMA) standards
- Consoles that exceed ergonomic standards set by ANSI to guarantee employee comfort and safety
- Individual CAD drawings so you can envision all the equipment and furniture consoles to scale
- Two patents US5495811A and US7878476
- Planning for proper electrical distribution
- Identifying cable pathways and datacom ports
- Knowledgeable assistance with selecting colors, finishes, IT options and more
- Assurance that furniture meets environmental and sustainability standards
- Space plans that allow for good circulation

- Planning for future upgrades and expansions with workflow, ADA, and fire code requirements in mind

Xybix consoles installed more than 20 years ago are still going strong, giving us the confidence to offer the best [warranty](#) in the industry. Our 10-Year Premier Plus Warranty is backed by live customer service agents available 24/7 and highly experienced craftsmen at the ready for repairs. Xybix is honored to serve customers who serve others, and we are here anytime you need advice, answers, or support.

Note: Xybix Systems, Inc., was originally- founded as ErgoFlex Systems, Inc. The company is owned by the Carson family and has never been in foreclosure or receivership nor will it be poised for sale to Private Equity.

Sincerely,



Kenneth R Carson  
Owner  
Xybix

SECTION 3.0 - SPECIFICATIONS

Bidders are requested to indicate their understanding and compliance by entering YES or NO under each statement and providing any additional EXPLANATION as deemed necessary.

3.1 Overview

Public Safety/Emergency Communication Centers pose unique challenges and demands. Unlike an office environment, emergency communications personnel are required to manage multiple screens of information simultaneously, plus additional ancillary rack mount electronics. Additionally, emergency communications consoles are utilized 24 hours per day/ 7 days per week by many different employees, with many different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture that is specifically designed and engineered for Emergency Communication Centers will be acceptable. Office furniture systems will not be considered.

The following specifications detail the minimum requirements of the Console Furniture System. Bidders must provide a point-by-point technical response stating compliance or taking exception.

3.02 Console Modularity

The furniture must be provided from standard, previously manufactured items that have the capability of adding on to or re-configuring at a later date. Any add-on sections, such as bridges, peninsulas, and returns must be included.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.03 Ergonomics

A minimum of six (6) 24-inch flat panel displays at each console must be mounted to integrated monitor supports that are secured to the sit to stand section for optimal flexibility. Adjustments must be able to be accomplished from the seated position in order to meet ADA requirements. Monitor mounts must feature multiple points of rotation allowing multiple monitors to maintain a single focal length for viewer’s eyes with a range of motion. **Refer to the desired monitor layouts in Exhibit A.**

To reduce the incidence of repetitive stress injuries, the console furniture must provide height adjustable input platforms. The engineering of the console furniture must offer comfort, safety and adjustability for the operator. The console vendor shall include statement of compliance with ANSI/HFES 2007, and ADA guidelines and requirements.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|



### 3.04 Structural Integrity

The console furniture shall be designed specifically for 24/7 operations in an Emergency Communication Center environment. The core serves as the primary structural foundation for the console system and must carry a minimum load rating of 1000-lbs. The console must be sturdy enough to mount all electronic accessories, including monitors, without compromising the integrity of the system. The structure should be free standing and not rely on walls for support.

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

### 3.05 Technology

At a minimum each console must be designed to accommodate **five (5) CPUs**, the Electronics cavity storage provided for CPU equipment and cable routing must keep the knee space below the consoles unobstructed to allow dispatchers a full range of movement to reach necessary equipment. The Vendor will also provide 6' extension cables for the monitors, keyboards and mouse at each workstation for up to five (5) CPU's. Access to all sides of each CPU must be provided from the front of the console. Preference will be given to furniture with roll-out shelves to accommodate the workstation CPU's. Cavities must have fan air circulation. Cabling chases must be designed for ease of access and incorporation of additional runs to meet future needs.

#### **CPU List & Sizes**

| <b>CPU #</b> | <b>Use</b> | <b>Dimensions (Depth x Width x Height)</b> |
|--------------|------------|--|
| 1            | Radio      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 2            | 911        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 3            | CAD        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 4            | Admin      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 5            | Spare      | Spare                                      |

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

### 3.06 Environmental Controls

The proposal shall describe all available environmental control options and list the costs associated with each, including, but not limited to adjustable task lighting, indirect lighting, heating, cooling, filtered airflow, sound masking system, and primary and input surface height adjustments. Environmental controls must all be readily accessible from a seated position and meet ADA requirements. User replaceable air filters should be provided for the entire standard warranty period.

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

### 3.07 Acoustical Console Walls

All equipment, material and articles requested under this specification are to be new or fabricated from new materials. The use of used, remanufactured, or rebuilt products is not allowed under this specification. Acoustical walls shall be constructed with a high density, fire resistant, sound absorbing subsurface. Edges of these partitions shall be durable and replaceable. All fasteners must be completely concealed. Leveling glides shall be an integral part of the system to accommodate uneven floors.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.08 Surfaces

All primary work surfaces, input platforms, and extension surfaces shall be constructed of durable materials that will withstand the 24-hour use environment of an Emergency Communication Center. Primary work surfaces and extensions shall include cable drop areas for access into the fixed electronics cavities. All edges must be treated in a replaceable high impact edging material.

a. **Monitor Surfaces & Monitor Mounting Structure**

The monitor mounting surface and structure should be height adjustable with smooth, quiet motorized control. The operator must be able to make all monitor adjustments from either a standing or sitting position. At least one inch safety clearance between all moveable and fixed surface is required. A safety system should be in place to prevent accidental lowering of the unit when it is taken off-line for service. Proposers are encouraged to propose the ability for users to quickly adjust monitor and keyboard surfaces to personally present heights.

These surfaces must be non-porous, non-glare and of high pressure laminate or solid surface materials of standard color (meaning items readily available or no “special order” materials). Surfaces should be mark, stain and scuff resistance and easy to maintain and clean. All corners and edges will be rounded and properly finished in similar solid surface materials.

The surface and/or monitor mounting structure must be able to be pulled forward or pushed back for operator comfort. There is no preference for this capability to be motorized or non-motorized. The unit must be able to accommodate up to six (6) 24-inch monitors without obstructing the view. The monitor surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface and mounting structure must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weights of the surface and components. Additionally we encourage the proposer to address considerations of bracket rack mounted monitors, possible dual stacked, fixed mounted and/or articulating arms.

**b. Keyboard Surface**

The keyboard surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weight of the surface and components. The keyboard surface must accommodate two standard-size keyboard and one keypad for telephone functions and meet or exceed ANSI/HFES requirements.

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

**3.09 Pedestals and Accessories**

Drawer hardware must be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer. All file drawers must have built-in hanging file capability. All doors must include full articulation door hardware to accommodate uneven floors. The pedestals shall be finished on all sides for use outside the console, and be equipped with dual-wheel front-locking casters. Cushion seating should be available as options and should be rated for 300 lbs. At a minimum, the following options should be made available:

- Bookcases
- File Drawers
- Box Drawers
- Lateral File Drawers

**3.10 Edge Material**

Replaceable vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and primary surfaces, and a minimum 13mm thick for all input platforms.

|                          |    |                     |
|--------------------------|----|---------------------|
| <b>Understood/Comply</b> | no | <b>Explanation:</b> |
|--------------------------|----|---------------------|

4 years ago replacing it with our 3-D laminate. The 3 D Laminate replaces the traditional flat laminate on particle board with the rubber bumper attached to that. 3-D laminate eliminates the seam between the surface and edge. The 3-D laminate completely encapsulates the MDF board to make a solid one-piece surface. It is easier to wipe down and clean with no seams.

**3.11 Equipment Enclosures**

Equipment enclosures must include EIA mounting rails front and rear. Each console should include at a minimum 4 racks each 19" deep X 22"wide X 8" high. Blank faceplates accenting or matching surrounding finish must be included with each rack. At a minimum, the following options should be made available:

- Interior task lighting to equipment cabinetry
- Access to CPUs/cabling from front and back
- Quiet blowing ventilation for equipment cabinetry

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

3.12 **Laminates**

High pressure must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish. Thermally Fused Laminate must meet NEMA LI-1-1998. Low Pressure Laminate is not acceptable.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.13 **Fabric**

Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards. The flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.14 **Sit to Stand Base and Input Platform**

The following specifications shall apply to the Console Furniture base and keyboard platform.

a. **Primary Surface**

Components shall be UL listed. The motor/gear drive system must have a 700 lb. gross weight-lifting capacity, including the surface, input platform, and input platform mechanism. Design must accept uneven load distribution. Range of travel will need to accommodate a low of 24-inches to a high of 46-inches, infinitely adjustable within the 22-inch range.

b. **Input Platform**

The Input Platform shall be designed to provide un-obstructed knee clearance in the seated operating position in accordance with ANSI standards. Platform must be tested to 250 lbs. Input Platform must be secured to the primary surface by metal-to-metal connection utilizing steel plates and bolts, no wood screws will be acceptable.

c. **Unified Frame**

Sit-to-stand base must be designed with a footprint to allow maximum stability based on the overall size of the Flat Screen primary surface. The entire console must be tied together so that there will be no movement of the primary surface away from the remainder of the console. It must meet ANSI/HFS standards and ADA requirements for foot and leg clearance. There must not be any obstructions for side-to-side movement within the footprint of the console. Leveling glides shall be an integral part of the system to accommodate uneven floors.

d. Adjustments

All adjustments for the sit-to-stand base and input platform shall be attained from the front of the input platform or the front of the primary surface and shall be able to be adjusted from either the seated or standing position with the use of one hand to meet ADA requirements.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.15 Electrical and Cable/Wire Management

Every console must include an electrical system to be connected to the building's electrical and grounding systems with a **minimum of 24 AC outlets** configured to accommodate power transformer plugs.

Each console must include options for user-accessible voice and data connections. All data and voice paths must be completely segregated from the power management systems. Each console shall have a **minimum of 6 data/voice outlet boxes**.

As an integral part of the cable management, the Vendor shall include a minimum **twenty-four (24) port patch panel** that will allow for the connection of up to twelve (12) ethernet cables from the 911/radio IT room to the electronic components installed into the furniture.

A cable management system must be provided that allows for independent movement among the monitor and keyboard surfaces. The system must minimize the wear and tear on the traveling cables by keeping them separated as well as enclosed. No operator intervention is to be required. The proposer is to provide all cable management within, under and on the console.

Cavity illumination should be offered as an option.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.16 Task Lighting

Ambient light levels will be very dim and task lighting incorporated in the consoles will be the primary source of lighting for dispatchers and call takers. Lighting solutions must provide 100% of the required light at each workstation and provide user controlled, infinite dimming variability. Please specify the lighting you will supply. Provide its expected life and rated lumen output. Also list and price any other lighting options you have available under a "Lighting Options" section.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.17    **Headsets/Speakers**

Each console must support dual headset jacks for both radio and telephone. Describe how your console will accommodate that. Also, small cube speakers with individual power supplies for selected and unselected radio traffic needs to be accommodated on the console surface. Describe how this would be accomplished.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.18    **Storage Cabinets**

Each console will be equipped with additional drawer units for storage of personal items and work items at the various positions. The cabinet would be able to be housed under the keyboard and monitor surfaces while they are in the fullest downward position, or to the side. The drawers should match the color and design of the console. Describe your offering.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.19    **Resource Storage**

Describe the option to provide an easily accessible cabinet to store resource materials. These could be books of procedures or maps of campus areas. Multiple consoles would share these resources, depending upon room layout.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.20    **Accessories**

Vendor shall offer a full complement of accessories to be available including:

- Environmental controls
- Cooling Capability (per workstation)
- Heating Capability (per workstation)
- Task Lighting (per workstation)
- Interior PC Cavity Lighting (per workstation)
- Foot Rests (per workstation)
- Wrist Rests (per workstation)
- Call Status Indicator Light
- Workstation Accent Lighting (side panels and under work surface)
- Shared Storage Solutions

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

**3.21    Design Considerations**

Each Vendor must submit a floor plan to scale, showing each item being proposed. In addition, perspective drawings will be required in the submittal with dimensions of height, width, and depth in order to determine compliance with the specifications. All accessories being proposed must be shown in these drawings. Customer provided electronics such as flat Screens, telephones, CPUs, and rack mount panels must be shown, to scale, in the 3-dimensional/perspective drawings. Labeled cut away or exploded illustrations of acoustical walls, primary surface, and sit to stand base should be included.

Colors are to be selected from manufacturer’s standards. At a minimum one full set of laminate, edge, and fabric samples must be submitted with the proposal. It will be necessary to provide color Owners and/or color renderings at the pre-construction conference to make a final decision.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

**3.22    Pre-Installation Conference**

Upon award of contract to a successful bidder and prior to installation, a pre-installation conference will be held. The conference shall be attended by the manufacturer’s representative, Owner’s representation and Consultant.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

**3.23    Vendor Experience/References**

The “Console Furniture” to be supplied shall have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request. A list of no less than five (5) sites installed of like size must be included with the proposal, complete with contact name, address, phone, email, date of installation and size of installation. If bidder is not the manufacturer of all major components, such as surfaces, console walls, environmental controls, and lift systems, then the bidder must specify which manufacturer is being used and include their reference information and past experience to determine qualified status.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

**3.24    Warranty/Service Response**

The console furniture must be warranted to be free from defects in material and workmanship for five (5) years based on 24/7 usages with a lifetime warranty on the frame. This must be an all-inclusive warranty and will need to cover 100% of the console furniture for the entire 5-year period. Warranty must include all product, freight, and installation.

Bidders must supply a copy of their minimum all-inclusive 5-year warranty with the name, contact, and phone number of the service organization providing the service response, signed by an authorized representative of the Company.

All service and warranty work must be initiated within a minimum of 48 hours after notification. Describe who would be performing the service work, their location and their connection to your company.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.25 **Lead Time & Installation**

Lead-time could be a critical factor. Bidders must present their best lead-time to design, manufacture, ship, and install the console workstation system.

Shipping must be direct to the facility, inside delivery, unless otherwise noted.

Trained professionals experienced with the working environment of a public safety communication center must perform the installation. Only the manufacturer’s factory installers or their trained and authorized designees shall assemble and install the workstations. The installation team is responsible for the removal of all new furniture packing materials.

Once the installation is complete, a “walk-through” will be required with the installation Foreman in order to ascertain full compliance to the floor plan, console design, and materials specified. Any inconsistencies will be noted and must be scheduled for completion prior to sign off of the project.

Each proposer is to include training on the use of the new consoles during installation.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|



**APPENDIX B – DETAIL PRICING SCHEDULE****THIS TABLE TO BE SUBMITTED WITH SUBMISSION RESPONSE**

Moberly Police Department

**Mandatory Elements**

| <b>Description</b>   | <b>Units</b> | <b>Unit Cost</b> | <b>Total Cost</b>  |
|--|--------------|------------------|--------------------|
| Sit to Stand Workstations  | 3            | \$13,148.74      | \$39,446.22        |
| Integrated Monitor Mounting (per workstation)                      | 3            | \$2,916.00       | \$8,748.00         |
| Interior Cavity Ventilation (per workstation)                      | 3            | included         | included           |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 18           | \$62.00          | \$1,116.00         |
| Shipping   | 1            | \$2,307.00       | \$2,307.00         |
| Installation Services  | 1            | \$10,125.00      | \$10,125.00        |
| Breakdown & Removal of Existing Furniture                          | 1            | \$1,657.00       | \$1,657.00         |
| <b>TOTALS</b>  |              |                  | <b>\$63,399.22</b> |

**Optional Elements**

| <b>Description</b>                         | <b>Units</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|--|--------------|------------------|-------------------|
| Performance Bond                           | 1            | \$946.72         | \$946.72          |
| Task Lighting (per workstation)            | 1            | \$135.00         | \$135.00          |
| Cooling Capability (per workstation)       | 1            | \$1,060.50       | \$1,060.50        |
| Heating Capability (per workstation)       | 1            | \$337.50         | \$337.50          |
| Interior Cavity Lighting (per workstation) | 1            | included         | included          |
| Foot Rests (per workstation)               | 1            | \$131.50         | \$131.50          |
| Wrist Rests (per workstation)              | 1            | \$37.48          | \$37.48           |
| Call Status Indicator Light                | 1            | \$548.50         | \$548.50          |
| Workstation Accent Lighting                | 1            | \$474.00         | \$474.00          |
| Shared Storage Solutions                   | 1            | \$2,488.50       | \$2,488.50        |
| Seating (24x7 Operator Seating)            | 3            | \$1,547.28       | \$4,641.84        |

**APPENDIX C – REFERENCES****THIS PAGE TO BE SUBMITTED WITH PROPOSAL RESPONSE****DISPATCH FURNITURE PARAMETERS**

Moberly Police Department

**List of Reference Contacts**

Customer Name Brown County Public Communications  
 Address 3028 Curry Lane Green Bay , Wi 54311  
 Telephone Number 920-391-7404  
 Contact Person and E-Mail Joe Massie - joseph.massie@browncountywi.gov  
 Type of System 22 Dispatch Workstations additional Furniture has been installed since 2009)  
 Date Completed to be installed 2023

Customer Name Dane County 911  
 Address 210 Martin Luther King Jr Blvd, Madison WI 53701  
 Telephone Number 608-267-1911  
 Contact Person and E-Mail Gregory Abbott gregory@countyofdane.com  
 Type of System Dispatch Center 4 Consoles installed in 2004  
 Date Completed 5 new ones to be installed in March of 2023.

Customer Name Dunn County 911  
 Address 615 Stokke Pkwy, Menomonie, WI 54751  
 Telephone Number 715-231-2982  
 Contact Person and E-Mail Melissa Gilgenbach , mgilgenbach@co.dunn.wi.us  
 Type of System Dispatch Center 3 consoles installed  
 Date Completed 2020

**REQUEST FOR QUALIFICATIONS**

**ADDENDUM 1 – Issued 2/6/2023**

**additions and new text**

~~text deletions/removal~~

Emergency Communications Dispatch Console Furniture

**Owner: Moberly Police Department**  
300 N. Clark Street  
Moberly, Missouri 65270

**Purchaser: Randolph County Commission**  
372 Highway JJ, Suite 2C  
Huntsville, Missouri 65259

| Schedule of Events           |                   |
|------------------------------|-------------------|
| RFP Issue Date               | 1/9/2023          |
| Final Date For Questions     | 2/3/2023 at 4 PM  |
| RFP Due Date                 | 2/17/2023 at 4 PM |
| Anticipated Award Date       | 3/1/2023          |
| Installation Completion Date | 7/1/2023          |

SECTION 1.0 - GENERAL INFORMATION

1.03 Site Inspection

Site visits are not required but are strongly encouraged. Vendors can contact the local Project Manager via email to schedule site visits.

~~Adam Swon~~ Chief Troy Link  
~~aswon@moberlypd.com~~ [tlink@moberlypd.com](mailto:tlink@moberlypd.com)

Submission of a proposal shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered in performing the work. Any additional materials or labor that the Vendor deems necessary to ensure a satisfactory installation for the purpose intended shall be noted in the Proposal and the cost included in the Proposal quotation.

SECTION 3.0 - SPECIFICATIONS

**Bidders are requested to indicate their understanding and compliance by entering YES or NO under each statement and providing any additional EXPLANATION as deemed necessary.**

3.07 Acoustical Console Walls

All equipment, material and articles requested under this specification are to be new or fabricated from new materials. The use of used, remanufactured, or rebuilt products is not allowed under this specification. Acoustical walls shall be constructed with a high density, fire resistant, sound absorbing subsurface. Edges of these partitions shall be durable and replaceable. All fasteners must be completely concealed. Leveling glides shall be an integral part of the system to accommodate uneven floors. The acoustical console walls may be part of the fixed furniture base or part of the adjustable work surface.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.08 Surfaces

All primary work surfaces, input platforms, and extension surfaces shall be constructed of durable materials that will withstand the 24-hour use environment of an Emergency Communication Center. Primary work surfaces and extensions shall include cable drop areas for access into the fixed electronics cavities. All edges must be treated in a replaceable high impact edging material.

a. **Monitor Surfaces & Monitor Mounting Structure**

The monitor mounting surface and structure should be height adjustable with smooth, quiet motorized control. The operator must be able to make all monitor

and keyboard adjustments from either a standing or sitting position. At least one inch safety clearance between all moveable and fixed surface is required. A safety system should be in place to prevent accidental lowering of the unit when it is taken off-line for service. Proposers are encouraged to propose the ability for users to quickly adjust monitor and keyboard surfaces to personally present heights.

These surfaces must be non-porous, non-glare and of high pressure laminate or solid surface materials of standard color (meaning items readily available or no “special order” materials). Surfaces should be mark, stain and scuff resistance and easy to maintain and clean. All corners and edges will be rounded and properly finished in similar solid surface materials.

The surface and/or monitor mounting structure/array must be able to be pulled forward or pushed back for operator comfort. There is no preference for this capability to be motorized or non-motorized. The unit must be able to accommodate up to six (6) 24-inch monitors without obstructing the view. The monitor surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface and mounting structure must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weights of the surface and components. Additionally we encourage the proposer to address considerations of bracket rack mounted monitors, possible dual stacked, fixed mounted and/or articulating arms.

**b. Keyboard Surface**

The keyboard surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weight of the surface and components. The keyboard surface must accommodate two standard-size keyboard and one keypad for telephone functions and meet or exceed ANSI/HFES requirements.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

**3.11 Equipment Enclosures**

Equipment enclosures must support the installation of the CPU's as described in Section 3.05. include EIA mounting rails front and rear. ~~Each console should include at a minimum 4 racks each 19" deep X 22" wide X 8" high. Blank faceplates accenting or matching surrounding finish must be included with each rack.~~ At a minimum, the following options should be made available:

- Interior task lighting to equipment cabinetry
- Access to CPUs/cabling from front and back
- Quiet blowing ventilation for electronics cooling ~~equipment cabinetry~~

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | yes | Explanation: |
|-------------------|-----|--------------|

3.14 **Sit to Stand Base and Input Platform**

The following specifications shall apply to the Console Furniture base and keyboard platform. The Primary Surface and Input Platform may be a single surface, provided the monitor mounting structure/array be adjustable to be pulled forward or pushed back for operator comfort.

a. **Primary Surface**

Components shall be UL listed. The motor/gear drive system must have a 700 lb. gross weight-lifting capacity, including the surface, input platform, and input platform mechanism. Design must accept uneven load distribution. Range of travel will need to accommodate a low of 24-inches to a high of 46-inches, infinitely adjustable within the 22-inch range.

b. **Input Platform**

The Input Platform shall be designed to provide un-obstructed knee clearance in the seated operating position in accordance with ANSI standards. Platform must be tested to 250 lbs. ~~Input Platform must be secured to the primary surface by metal-to-metal connection utilizing steel plates and bolts, no wood screws will be acceptable.~~

c. **Unified Frame**

Sit-to-stand base must be designed with a footprint to allow maximum stability based on the overall size of the Flat Screen primary surface. The entire console must be tied together so that there will be no movement of the primary surface away from the remainder of the console. It must meet ANSI/HFS standards and ADA requirements for foot and leg clearance. There must not be any obstructions for side-to-side movement within the footprint of the console. Leveling glides shall be an integral part of the system to accommodate uneven floors.

d. **Adjustments**

All adjustments for the sit-to-stand base and input platform shall be attained from the front of the input platform or the front of the primary surface and shall be able to be adjusted from either the seated or standing position with the use of one hand to meet ADA requirements.

|                          |     |                     |
|--------------------------|-----|---------------------|
| <b>Understood/Comply</b> | yes | <b>Explanation:</b> |
|--------------------------|-----|---------------------|

**APPENDIX B – DETAIL PRICING SCHEDULE****THIS TABLE TO BE SUBMITTED WITH SUBMISSION RESPONSE**

Moberly Police Department

**Mandatory Elements**

| <b>Description</b>   | <b>Units</b> | <b>Unit Cost</b> | <b>Total Cost</b>  |
|--|--------------|------------------|--------------------|
| Sit to Stand Workstations  | 3            | \$13,148.74      | \$39,446.22        |
| Integrated Monitor Mounting (per workstation)                      | 3            | \$2,916.00       | \$8,748.00         |
| Interior Cavity Ventilation (per workstation)                      | 3            | included         | included           |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 18           | \$62.00          | \$1,116.00         |
| Shipping   | 1            | \$2,307.00       | \$2,307.00         |
| Installation Services  | 1            | \$10,125.00      | \$10,125.00        |
| Breakdown & Removal of Existing Furniture                          | 1            | \$1,657.00       | \$1,657.00         |
| <b>TOTALS</b>  |              |                  | <b>\$63,399.22</b> |

**Optional Elements**

| <b>Description</b>                         | <b>Units</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|--|--------------|------------------|-------------------|
| Performance Bond                           | 1            | \$946.72         | \$946.72          |
| Task Lighting (per workstation)            | 1            | \$135.00         | \$135.00          |
| Cooling Capability (per workstation)       | 1            | \$1,060.50       | \$1,060.50        |
| Heating Capability (per workstation)       | 1            | \$337.50         | \$337.50          |
| Interior Cavity Lighting (per workstation) | 1            | included         | included          |
| Foot Rests (per workstation)               | 1            | \$131.50         | \$131.50          |
| Wrist Rests (per workstation)              | 1            | \$37.48          | \$37.48           |
| Call Status Indicator Light                | 1            | \$548.50         | \$548.50          |
| Workstation Accent Lighting                | 1            | \$474.00         | \$474.00          |
| Shared Storage Solutions                   | 1            | \$2,488.50       | \$2,488.50        |
| Seating (24x7 Operator Seating)            | 3            | \$1,547.28       | \$4,641.84        |



# 10-YEAR PREMIER PLUS WARRANTY



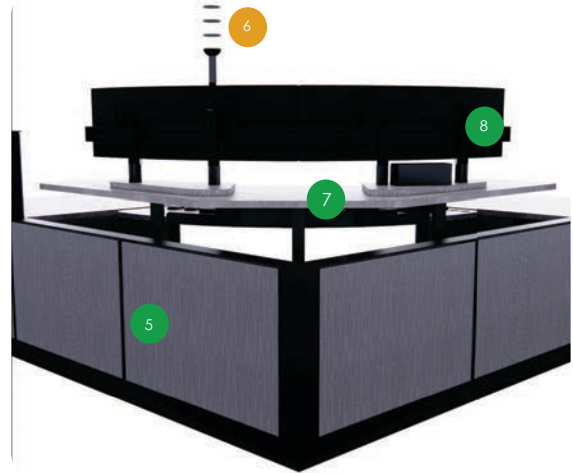


# 10-YEAR PREMIER PLUS WARRANTY

**Xybix is committed to keeping your 24/7 mission-critical workstations at the ready.**

**10 Years:** Everything. Parts, shipping, labor, everything.

**Lifetime:** Parts manufactured by Xybix will be warrantied for life. Labor and shipping is included in the first 10 years.



Items in **GREEN** are guaranteed for the lifetime of the item.

Items in **ORANGE** are guaranteed for 10 years.

1

**Door/Drawer Fronts**

2

**Climate Control**

3

**Lift Motors**

4

**Cabinet Materials**

5

**Panel Frame and Surfaces**

6

**Status Indicator Lights**

7

**3D Laminate Work Surfaces**

8

**RollerVision™**

**Premier Service:** For a timely warranty solution, the Buyer will cooperate with the Xybix Customer Service Team. With guidance from Xybix, the Buyer agrees to perform basic troubleshooting tasks to determine the nature of the problem and to self-correct before on-site assistance can be provided. For simple replacements, Xybix will promptly ship parts to the Buyer.

Xybix will provide personnel for components that require on-site repair. These repairs will be performed during normal work hours as scheduled by the Xybix Customer Service Team. For repairs that have resulted from circumstances outside the warranty coverage, and/or the Buyer imposes conditions or restrictions that increase repair costs, the Buyer agrees to reimburse Xybix for resulting additional expenses. The Buyer agrees to dispose of old parts and packing materials.

This warranty is for new purchases only and would not apply to circumstances that include normal wear and tear, damage, misuse, power surges, modifications, consumable items, mobile/tablet devices or software, or products shipped outside the United States.

Any repairs, substitute products, or replacements of equal or higher value used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is the Buyer's exclusive remedy for all warranty solutions covered under this non-transferable warranty. Xybix makes no other express or implied warranties to any product except as stated above.





## Executive Summary

### Xybix – The Ergonomic Performance Leader

Xybix clients benefit from our proven history of a complete focus on the health, safety and productivity of the end users of the ErgoPower™ premium consoles. Xybix 911 Consoles are designed to fully comply with the National Ergonomic Standard - ANSI/HFES100-2007, which results in fewer worker's compensation claims, makes retention and recruiting easier and reduces absenteeism – all of which make the job of managing the operation and the people easier and more rewarding.

Xybix was founded in 1991 and has a continuous 30 year history without any changes in ownership, bankruptcies or our focus on the end user. Xybix has designed, manufactured, installed and continues to service in excess of three thousand (3,000) 911 Communication Centers ranging in size from 2 workstations to in excess of 100 workstations. ***Our stability, expertise and commitment to the 911 Public Safety Industry is second to none.***

We take pride in the fact that we are an AMERICAN manufacturer (Littleton, CO) with our manufacturing and corporate offices in the same location fostering communications and coordination of the integrated process. Success stories include:





## Health and Safety Design Standards

Xybix uses our extensive experience in designing 911 Communication Centers to focus on the following critical elements which will make your center a truly healthy and safe workplace:



**ANSI/HFES100-2007** The Nationally recognized ergonomic standard has five (5) performance requirements for 911 dispatch furniture. Unlike our competitors, Xybix Consoles meet all five (5) of these crucial performance requirements



**Greenguard Indoor Air Quality** low emitting product certified – Air Quality Sciences tested a complete Xybix workstation in their large chamber test facility for chemical emissions and awarded Xybix Certificate of Compliance #9688-410 with NO EXCEPTIONS. Check us out on Greenguards website: [www.greenguard.org](http://www.greenguard.org) . While you are at it – check out our competitors, too!



**BIFMA** Testing - Business and Institutional Furniture Manufacturers Association (BIFMA) tests various furniture components for structural integrity and durability regardless of the materials used in the construction of the product. Xybix Consoles/Workstations have been designed to pass these rigorous tests, and we have copies of independent test lab results as **proof of performance.**



**ASTM testing** – The American Society for Testing Materials test protocols are used for the following:

- Acoustics – ASTM Procedure C423-08 –Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method - is used to verify the high NRC values achieved using the Xybix System.
- Flame Spread ratings – ASTM E-84 Test for surface burning characteristics of building materials to verify the Xybix “Class A” rating



**Underwriters Laboratories (UL) and Canadian Standards Association (CSA)** – electrical components are tested to these North American Standards



## Proof of Performance Testing

We differentiate ourselves from our competitors in that we back up our performance claims with product testing by independent test labs done according to accepted industry standards. We don't expect our customers to blindly trust our performance claims - we anticipate that we will be asked for test results. We are not offended in any way – it is simply good business protocol. We expect that any agency required to perform due diligence will demand such independent test lab proof.

## Highly Experienced Design Team

Xybix's ability to provide the best possible complete solutions for our clients begins with our fantastic design team.

We have full time degreed (one has a Masters in Architecture) designers who have all earned the right to claim a high level of expertise in 911 Communication Center design.

Each project is assigned to a specific designer who will work with you throughout the entire process. Your space is thoroughly reviewed for potential building and fire code issues and ADA compliance. Additionally, we perform the traditional space planning techniques of determining adjacency relationships, sight lines and fire code egress requirements. Every Xybix drawing includes a photo-realistic rendering of the actual product and layout of the product that we are quoting.

## Turnkey Solutions

We include – as standard - accessories which are necessary to the proper function of the consoles. This includes monitor cable extensions, CPU cabinet fans, service lights and mouse/keyboard cable extensions. A Xybix designed and quoted project is a “turnkey” project – NO SURPRISES!

## Expert Scheduling/Project Management

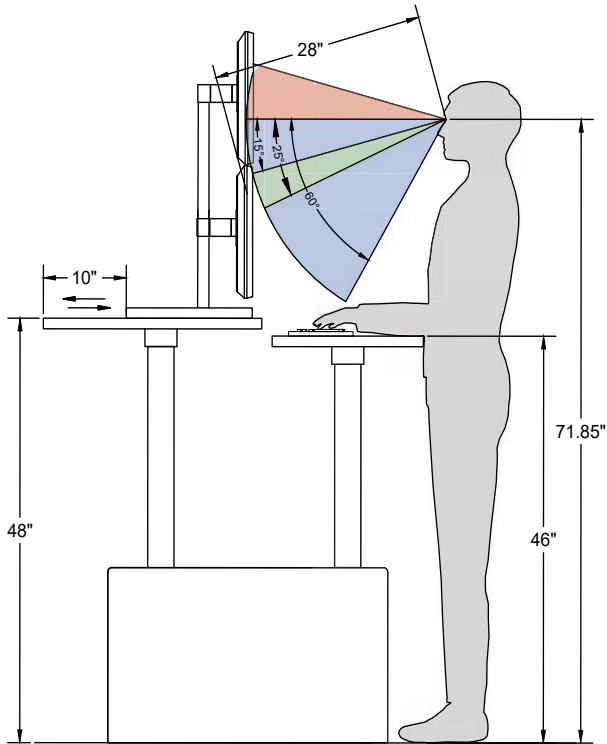
Xybix's national installation manager – Kelley Smith – has been a Xybix team member for 13 years; is a former dispatcher for Downey, CA Fire; and has installed or supervised the install of literally thousands of dispatch workstations all over North America. Kelley is not only an expert at the installation of our product but also he understands the dispatchers job in detail. Kelley's input often saves our clients significant money and time.

## Post Installation Customer Service

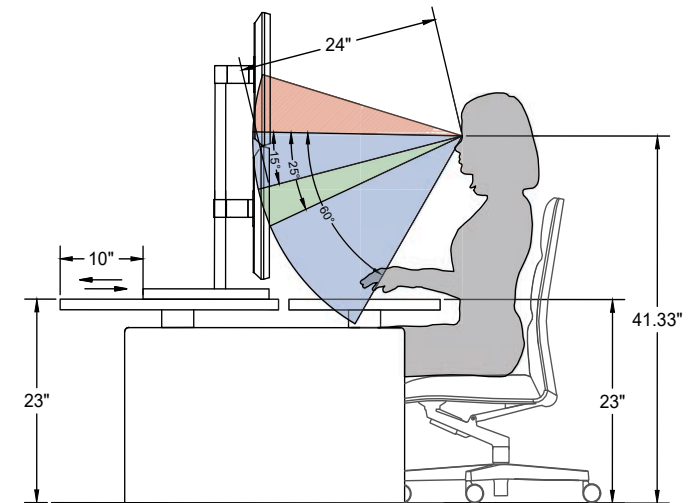
Xybix has a dedicated customer service team that handles both punchlist and warranty service requirements.

Each call that comes in to our Customer Service team is assigned a “case” number and is tracked based on the priority established. Any case which is not resolved in a timely manner is immediately escalated to management.

We consider our customers to be our partners for the duration of their ownership of their consoles.

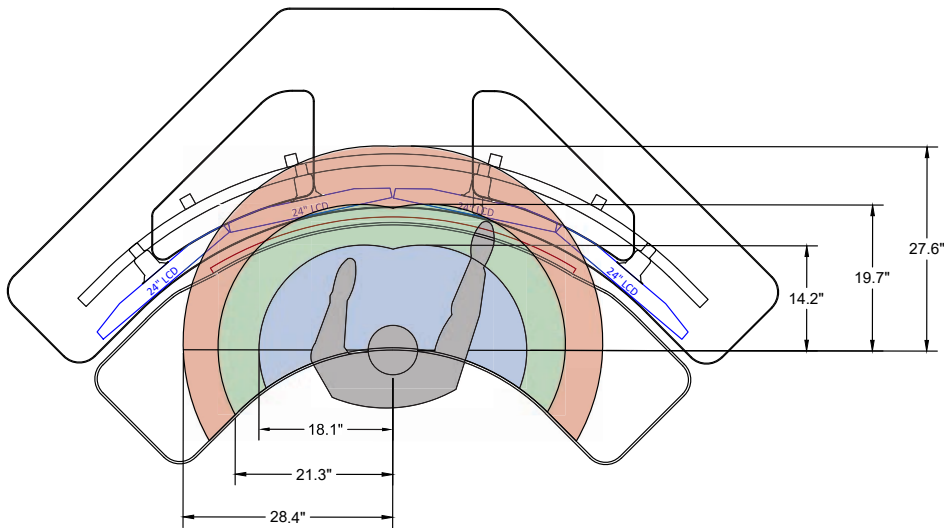
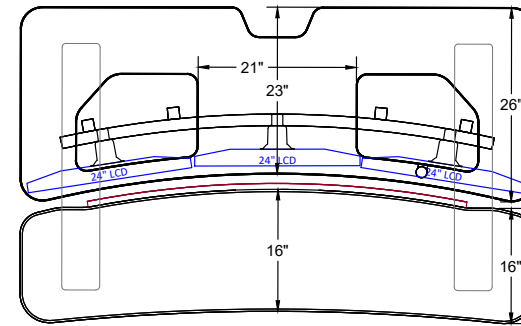
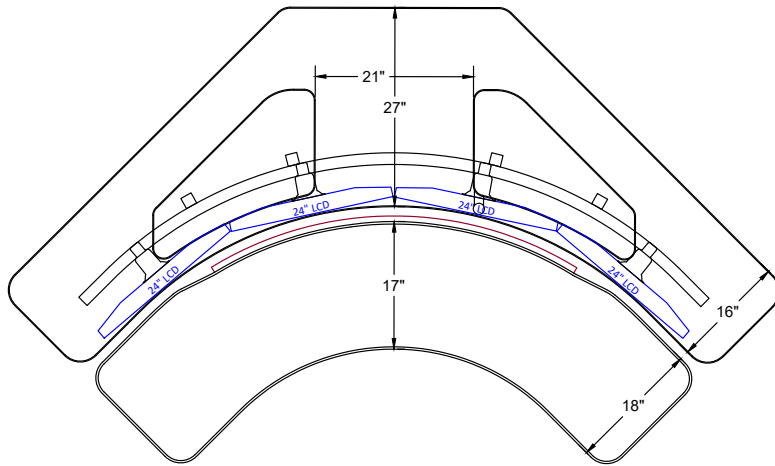


95TH PERCENTILE MALE (6'-4")  
BASED ON 24" FLAT PANEL MONITORS

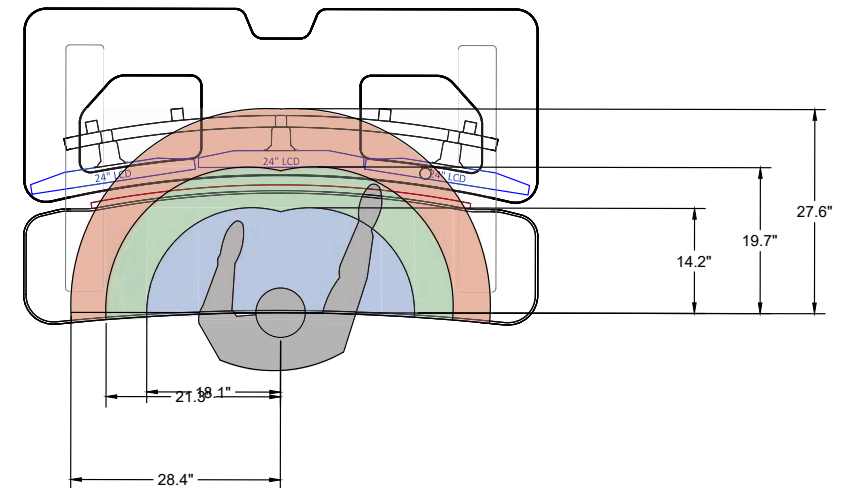


5TH PERCENTILE FEMALE (4'-11")  
BASED ON 24" FLAT PANEL MONITORS

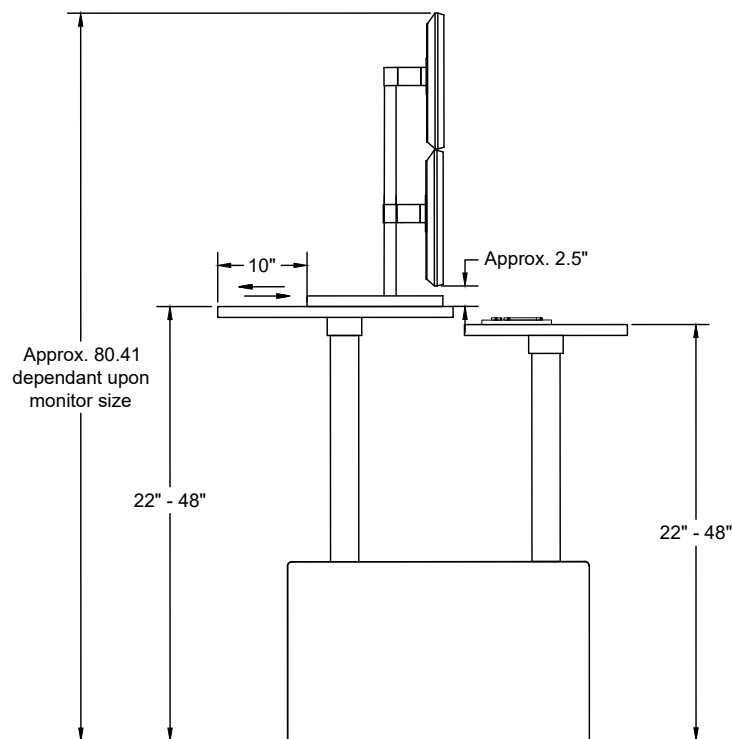
- Area above horizontal, poor ergonomics
- 15° - 25° ideal monitor viewing angle, center of screen
- Preferred visual area including keyboard



REACH ZONES FOR  
CORNER WORKSTATION



REACH ZONES FOR  
STRAIGHT WORKSTATION



### ADJUSTMENT RANGE BASED ON 24" FLAT PANEL MONITORS

Xybix Consoles have a true sit to stand adjustment range of 22"-48" AFF, or, a total height adjustment range of 26".

Xybix's Rollervision monitor mounting system provides 10" of focal depth adjustment.





## ERGONOMIC DESIGN CRITERIA

### E-911 DISPATCH CONSOLES

E-911 Dispatch communication centers present unique challenges to designers of specialized dispatch furniture. Multiple large monitors (up to 6 or more) and multiple keyboards, mouse(s), touch screen monitors and other specialized equipment requires a special focused approach to create the least stressful, most comfortable and most productive Dispatch Communications Center environment.

Ergonomic workstation design can be tailored to an individual of nearly any size, but any design for multiple users whose specific physical needs are unknown or may change along with personnel changes is typically pointed toward accommodating the 5<sup>th</sup> percentile seated female user to the 95<sup>th</sup> percentile standing male. ***Ergonomic performance benchmarks should follow this accepted practice.***

The Human Factors and Ergonomics Society is an organization whose members are comprised of working human factors engineering professionals in academia and industry. HFES published the original American National Standard for Human Factors Engineering of Visual Display Terminal Workstations (ANSI/HFS 100-1988) which was accepted by the American National Standards Institute (ANSI) on February 4, 1988.

On March 31, 2002, HFES published the first revision to the original standard – BSR/HFES 100 – which addresses changes in technology as well as standing working postures. For the last 5 years BSR/HFES 100 has been available for trial use and evaluation by various stakeholders in industry, government and product design. A canvass committee reviewed input from all sources and voted on acceptance of the final guidelines document. The document was then submitted to the American National Standards Institute (ANSI) for process approval. ANSI approval was obtained on November 14, 2007. The new National Human Factors Engineering of Computer Workstations : **ANSI/HFES100 – 2007** represents the most comprehensive and up to date ergonomics guideline in the world.

XYBIX considers it prudent to base our product design criteria as well as recommendations to our clients on the Human Factors and Ergonomics Society guidelines. ***HFES represents the highest level of expertise, the lowest potential for conflicts of interest and is the most current ergonomic standard in the world at this point in time.***

The use of the HFES guidelines as a benchmark to determine and compare the relative ergonomic performance level of various vendors of Dispatch Console Furniture is the ***SAFEST AND BEST way to be certain that your agency is getting its money's worth.*** Compliance with ANSI/HFES 100 – 2007 guidelines provides assurance that you are getting a product which puts your valuable staff in the least physically stressful work environment possible.

Vendor claims that ANSI/HFES guidelines are only for office application are patently false. ANSI/HFES guidelines address the relationship between the human being and the computer equipment regardless of whether it is located in an office, a factory or an E-911 Dispatch center.

HFES is the ***only*** Standards Developing Organization (SDO) recognized by the American National Standards Institute (ANSI) in the field of human factors engineering and ergonomics. Adherence to ANSI/HFES guidelines means maximum credibility in a court of law should any workers compensation or employment issues ever reach that level. Any attempt to personally judge the ergonomic merits or reliance on vendor claims alone has significant unnecessary risk attached.

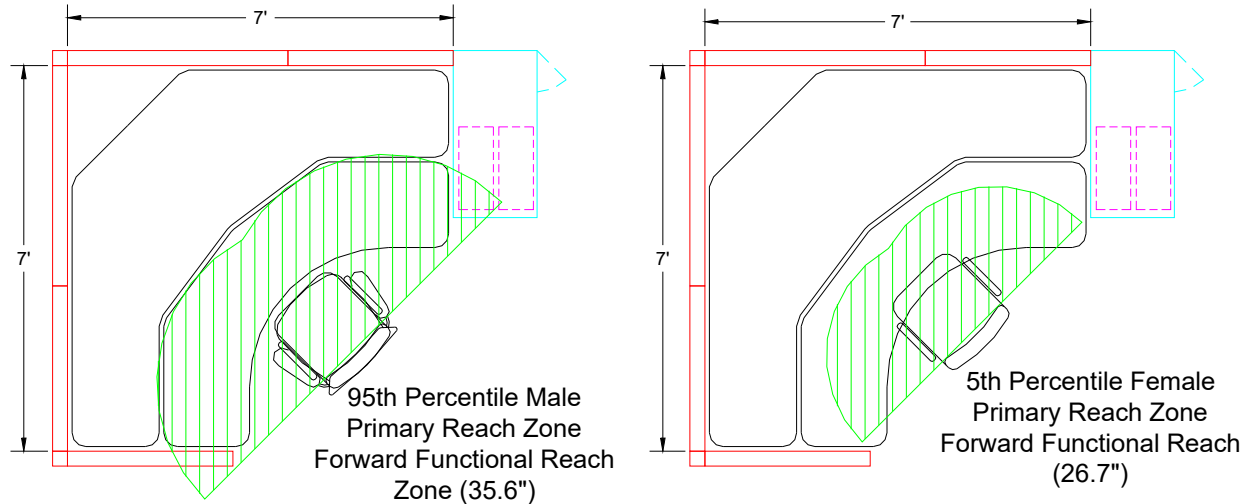




The following recommendations for human factors engineering of E-911 Dispatch Console Furniture workstations are based on the ANSI/HFES 100 – 2007 Human Factors Engineering of Computer Workstations guidelines. Section and page numbers are referenced where appropriate.

## Input Device - Keyboard / Mouse Support Surface

1. **Input Device support surface** – The input surface (keyboard/mouse, etc.) is the primary interface with the console user. It should be **strong and rigid** and provide adequate room for input devices and note taking. Principal requirements for superior ergonomic performance follow:
  - a. **Primary horizontal work zone** – The primary work zone is illustrated below and is defined as: ***“It is the shape swept out on the work surface by rotating the forearm horizontally at elbow height.*** Arm motions within this area reduce the physiological cost of movement and improve movement speed and accuracy. (Konz & Johnson, 2000)<sup>1</sup>

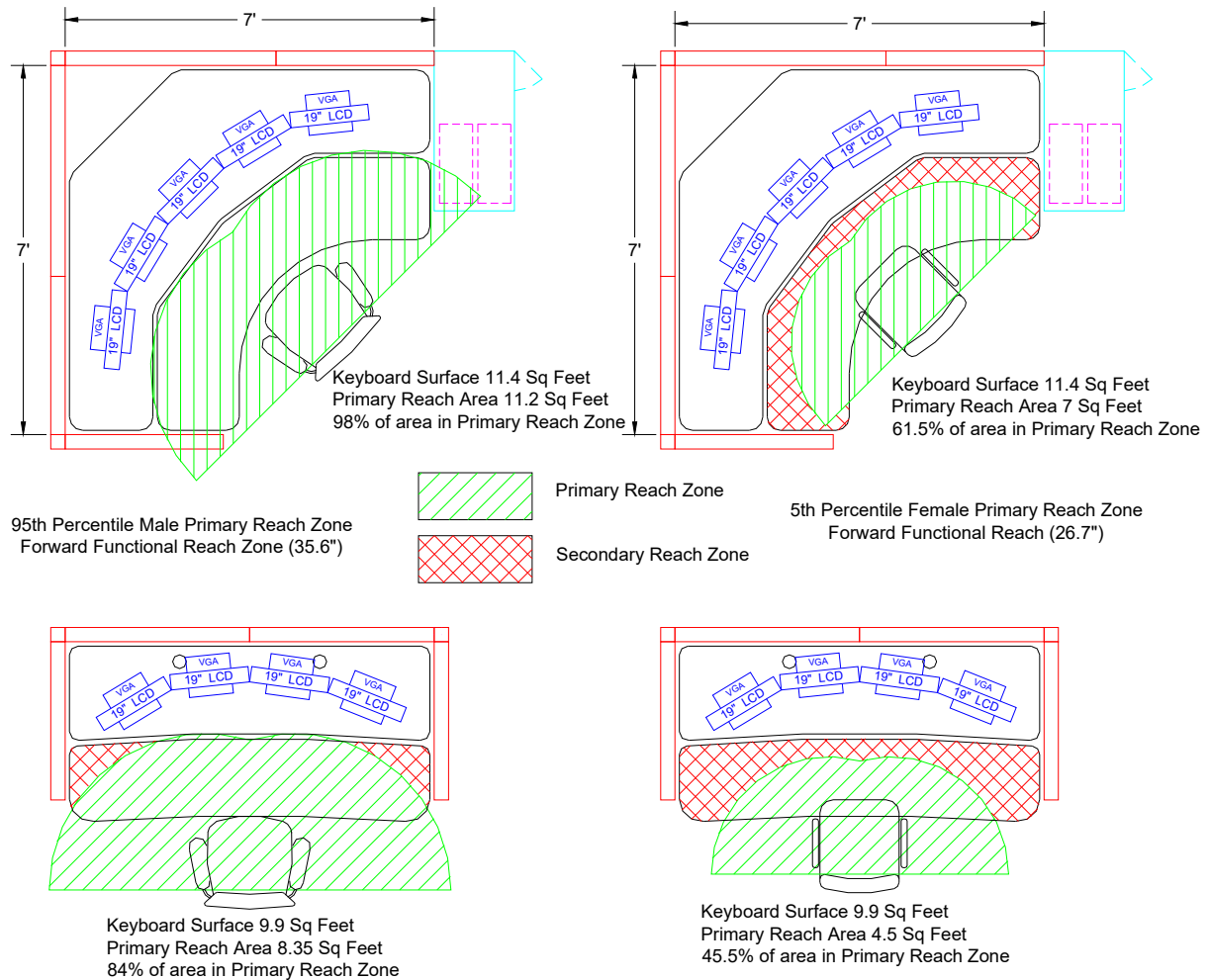


<sup>1</sup> ANSI/HFES 100 – 2007 *Human Factors Engineering of Computer Workstations* ©2007 HFES p.17



## Input Surface Shape

- b. Work surface shape – Work surface shape has significant ergonomic implications in multiple monitor situations experienced in E-911 Dispatch centers. The drawings below illustrate the advantages of “cockpit” shapes over straight work surfaces.

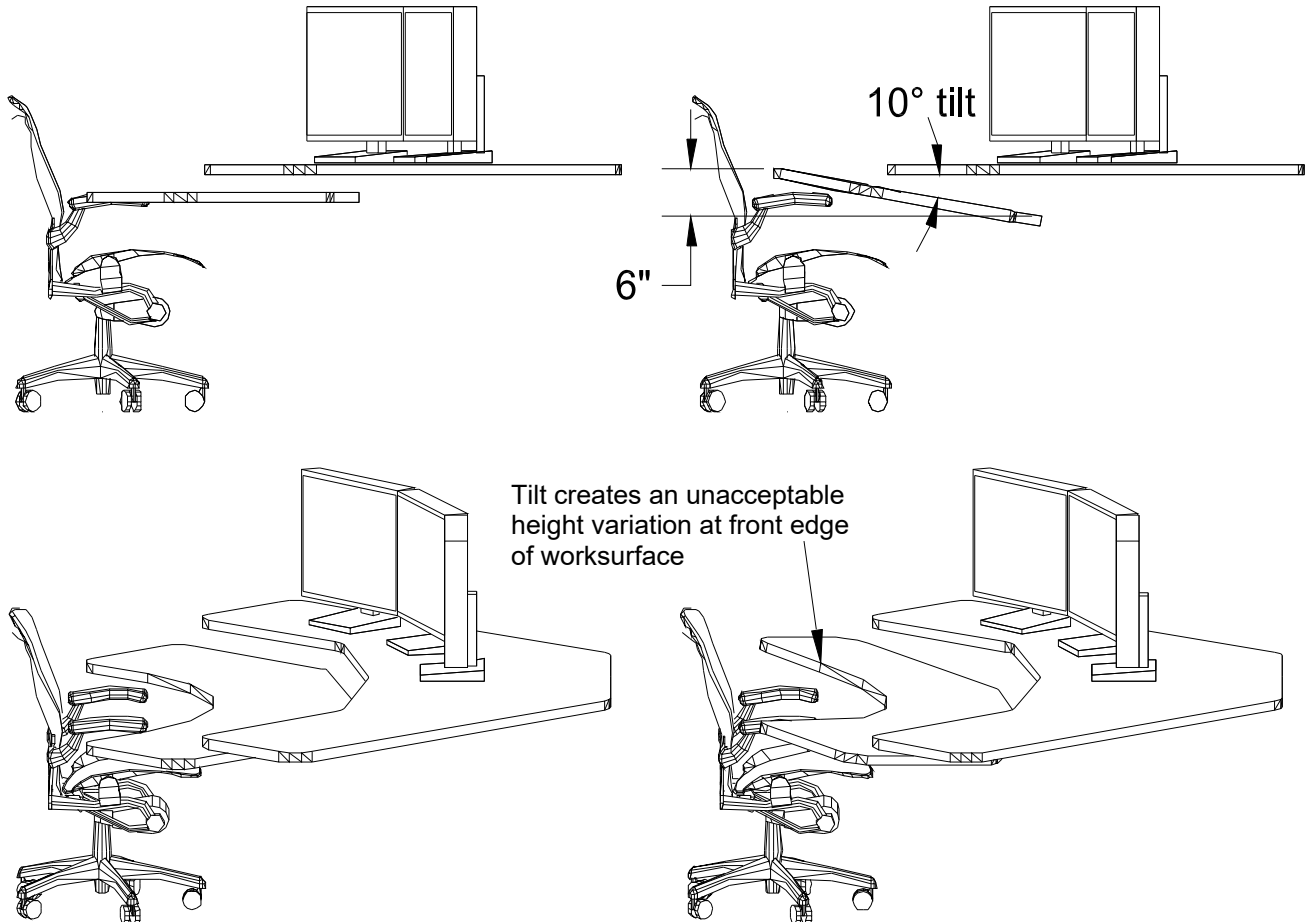


**Figure 2 - Corner vs. Straight Primary Reach Zone Comparison**



## Primary Input Surface Tilt

- c. **Tilt or no tilt?** – While ANSI/HFES 100 – 2007 does provide specifications for support surfaces which have a “tilt” capability, the tilt function **does not work** with “cockpit” shaped work surfaces due to the axis of rotation being forward of the centerline of the surface. Tilt will only work with straight work surfaces. Tilt represents an unnecessary complication if height adjustment alone can provide the desired **neutral wrist alignment**.



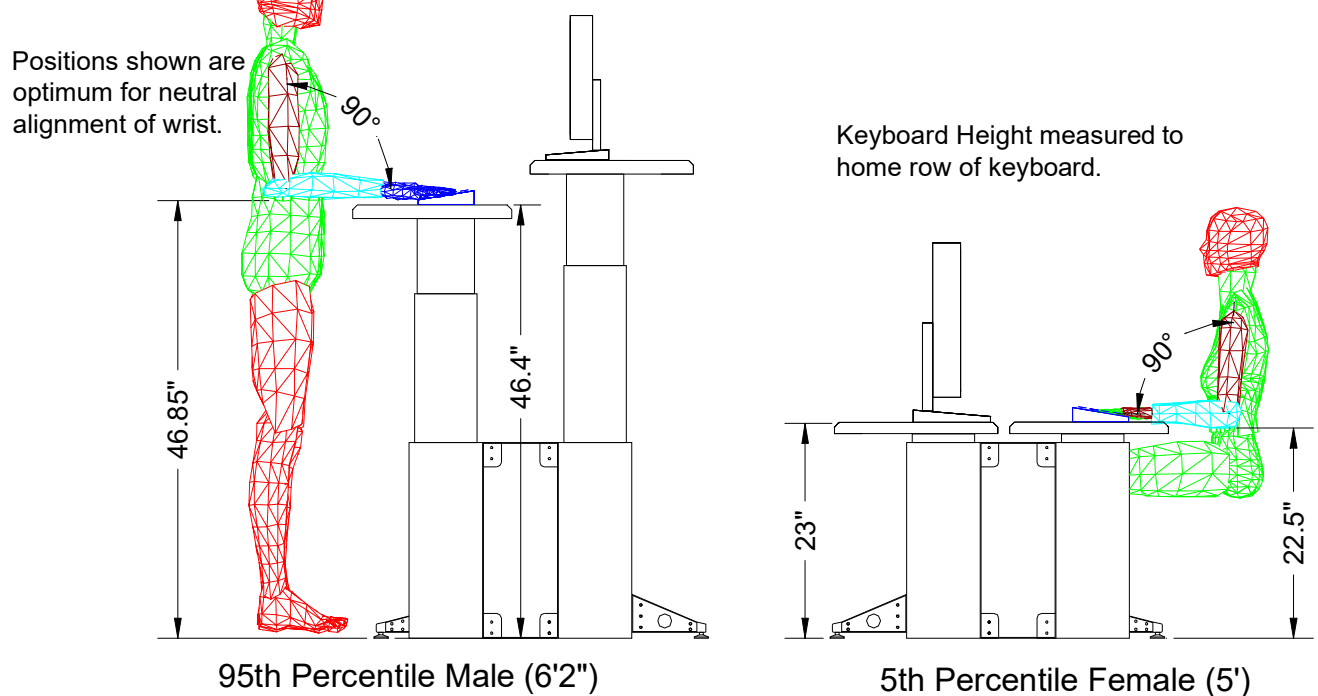
**Figure 3 - Keyboard Tilt with cockpit shape workspaces creates an uneven front edge and can compromise the required knee space envelope**



## Input Surface Adjustment Range

- d. **Adjustment Range** – The input surface adjustment range relates directly to elbow height of the 5<sup>th</sup> percentile seated female to the 95<sup>th</sup> standing male user. Specifications follow: “If height adjustable only, the input device support surface designed for *both sitting and standing* work postures **shall**
- Adjust in height between 56 cm and 118 cm (22 – 46.4”)
  - Comply with the clearance requirements specified in Section 8.3.2.1 when used in the seated position.”<sup>2</sup>

### Human Factors and Ergonomics Society Keyboard Positioning Requirements BSR / HFES 100 - 2002 Standard



Angles and heights based on BSR/HFES 100  
Human Factors Engineering of Computer Workstations

<sup>2</sup> ANSI/HFES 100 -2007 Human Factors Engineering of Computer Workstations©2007 HFES Section 8.3.2.4.3 p. 80



2. **Monitor Support Surface** – The monitor support surface must not only adjust to position the user for proper view angles and correct focal lengths, it must also be designed to accommodate a range of monitor sizes and monitor mounting techniques while doing so. Most E-911 Dispatch communication centers use monitor sizes which range between 17” to 21” as the largest practical size. Proper design criteria would, therefore dictate that planning for a “worst case scenario” is prudent. XYBIX designs monitor surface adjustment ranges to meet ergonomic requirements for the use of a 21” monitor at the 5<sup>th</sup> percentile seated female posture and a 17” monitor at the 95<sup>th</sup> percentile standing male. This extends the adjustment range requirement somewhat, but guarantees that users can still adjust for proper position if monitor sizes change in the future.

- a. **Adjustment Range** – The adjustment range of the monitor surface is that which is necessary to accomplish the required -15° to -20° view angles below horizontal eye level to the center of the screen for the 5<sup>th</sup> percentile seated female (21” monitor) to the 95<sup>th</sup> percentile standing male (17” monitor) user.

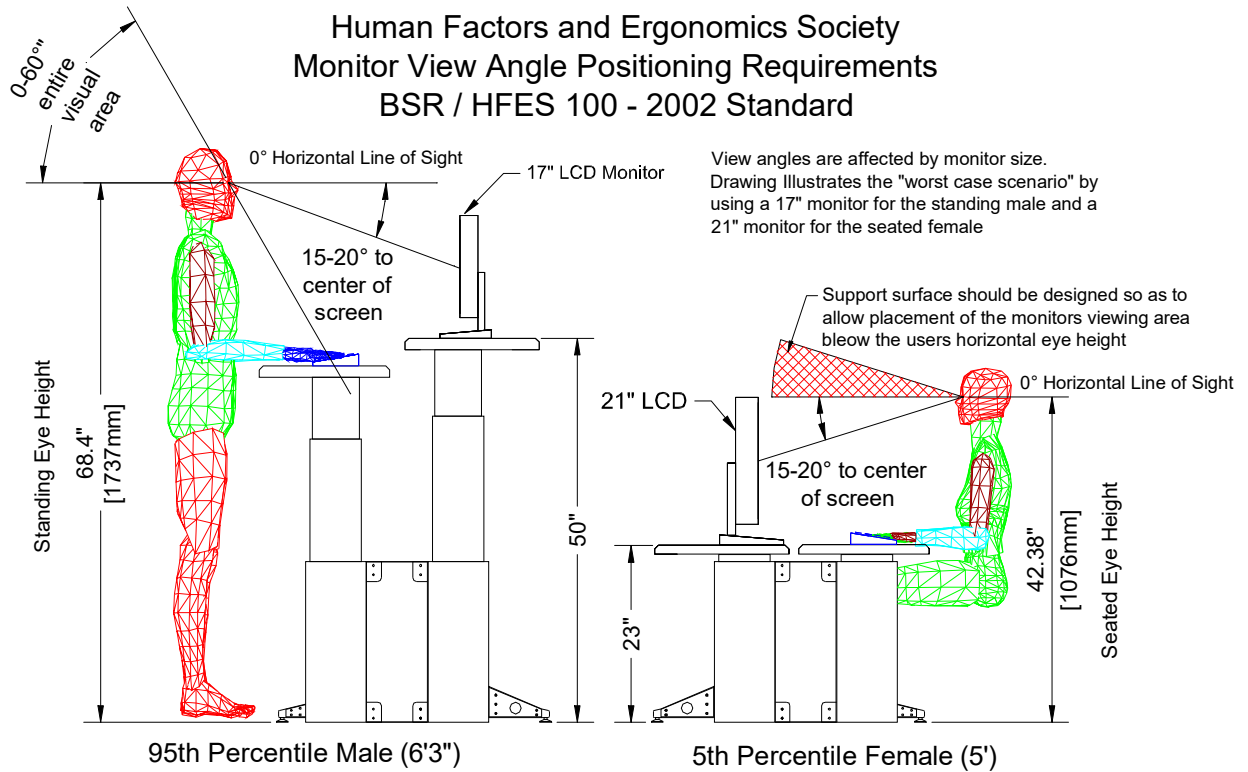
**Note:** This is particularly important in an E-911 Dispatch environment as the great majority of users are female (greater percentage of small users) - and many are of an age where the downward view angles are necessary to accommodate those who wear bi-focal or tri-focal corrective lenses.

**Compliance** - Each vendor should submit a drawing which details monitor surface adjustment height, mounting details which show how high above the surface the monitors are mounted, and the size of the monitor being used. Generally, the combination of these elements should not place the top of the screen above the 5<sup>th</sup> percentile seated female user’s horizontal eye height.

- b. **View Angle** - “The vertical height of a VDT screen represents a compromise between minimizing visual discomfort and musculoskeletal discomfort of the neck and shoulders. In general lowering a screen or increasing the viewing distance will reduce visual discomfort. However, lowering the screen increases the loading on neck and shoulder muscles. Display screen height above eye level has also been associated with musculoskeletal discomfort”.<sup>3</sup> Specifications follow:
- i. “The entire visual area of visual display terminal workstations **should**
    1. Be located between 0° and 60° below eye height when users assume the upright sitting, declined sitting or standing reference posture.
  - ii. The center of the visual display screen **should**
    1. Be located 15° to 20° below horizontal eye level
  - iii. During work periods display screens **should not**
    1. Be located more than 35° off axis (i.e. from the user’s predominant line of sight) while the user is gazing straight ahead.”<sup>4</sup>

<sup>3</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations ©2007 HFES p. 18

<sup>4</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations ©2007 HFES p.18



Angles and heights based on BSR/HFES 100  
Human Factors Engineering of Computer Workstations



- c. Focal Length - “Optimal viewing of a visual display is influenced by numerous factors in the workstation, such as the physical image quality of a monitor (resolution, addressability, pixel shape, subpixel arrangement, luminance and color contrast, viewable screen size), the screen information layout and font characteristics (typeface, font size), the user’s posture (angular alignment to the screen), visual capabilities (optometric corrections), and the ambient light conditions (screen illumination, glare, reflections). **Display-support surfaces that allow adjustment of the alignment between the user and the viewable screen area during a work session are essential to achieving optimal viewing conditions.**<sup>5</sup> The elements relevant to Dispatch Furniture are the ability to adjust the distance and the alignment between the operator and the monitor screen.
- i. “Monitor Support surface – “The visual display support surface **shall**
    - 1. Allow users to adjust the line-of-sight (viewing) distance between their eye point and the front (first) surface of the viewable display area
    - 2. Allow users to adjust the tilt and rotation angle between their eye point and the front (first) surface of the viewable display area.
  - ii. Monitor support surface – The visual display support surface **should**
    - 1. Allow users with normal visual capabilities to adjust the line of sight (viewing) distance between their eyes and the front (first) surface of the viewable display area within the range of 50 to 100 cm. (19.6-39.4”)”<sup>6</sup>
    - 2. Maximum practical viewing distances are suggested to be: “Horizontal eye level to screen center angles of -15° to -20° at distances of 75 to 83 cm (29½” – 32½”) appear to be a reasonable compromise”<sup>7</sup> (Sommerich, et al., 2001)

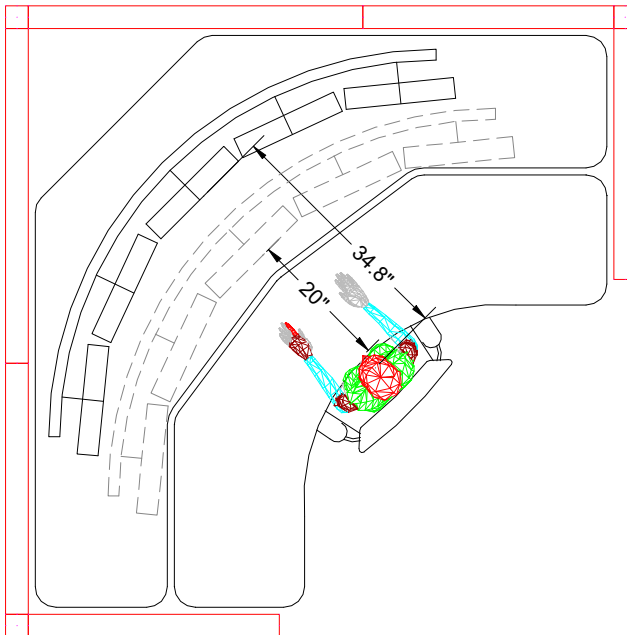
<sup>5</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations©2007 HFES p. 18

<sup>6</sup> ANSI/HFES 100 – 2007 Human Factors Engineering of Computer Workstations©2007 HFES p. 17

<sup>7</sup> ANSI/HFES 100 – 2007 Human Factors Engineering of Computer Workstations©2007 HFES p. 19



## Monitor Focal Length Requirements BSR/HFES 100-2000



Minimum viewing distance 50cm (20")  
Maximum viewing distance 83cm (32.7")

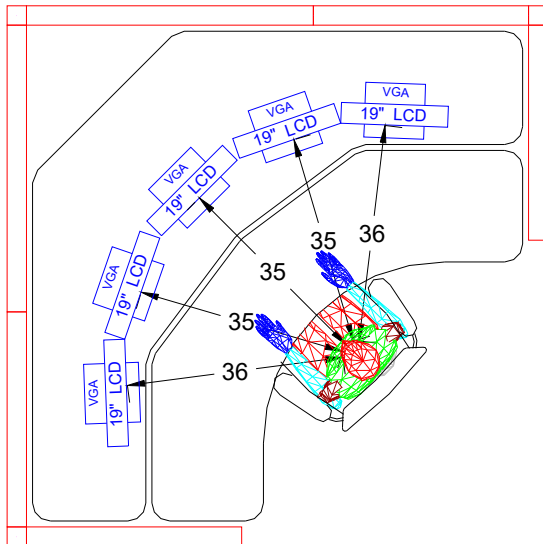
### Visual Display Support Surface **Shall**

- Allow users to adjust the line-of-sight and viewing distance between their eye point and the front "first" surface of the viewable display area.
- Allow users to adjust the tilt and rotation angle between their eye point and the front "first" surface of the viewable display area.

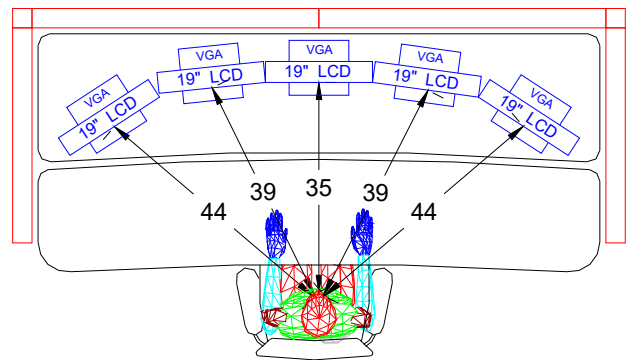




- d. Work surface shape – Work surface shape has significant ergonomic implications in multiple monitor situations experienced in E-911 Dispatch centers. Design criteria include the following:
- Optimum monitor placement would locate monitors as close as possible to the same distance from the users' eyes in order to minimize the need for the eyes to re-focus when looking from screen to screen.
  - The monitor screen should be as close to perpendicular to the users line of sight as possible



Cockpit workstation shape allows for consistent focal lengths. Eye strain is minimized. Monitor face is perpendicular to operator.



Rectilinear workstation shape creates inconsistent focal lengths. Eye strain occurs from re-focusing across monitors. Monitor face is not perpendicular to operator.



## Operator Clearances

- e. **Operator Clearances** – “Operator clearance spaces under all working surfaces (i.e., primary work surface, display support surface, input device support surface) **shall** accommodate at least two of the three seated reference working postures, of which one must be the upright seated posture by using Method 1 or Method 2 as described below”<sup>8</sup> As Method 1 refers to seated postures only, **Method 2 is appropriate for determining clearances of sit-to-stand workstations**. Because Method 2 describes the largest operator clearance space, any operator clearance space that meets the specifications of Method 2 will automatically meet the operator clearance space specifications for upright seated and reclined seated postures.

**Care must be taken to include any brackets or input platform support mechanisms which exist in the knee space of the user. The use of clearance boxes as defined in Section 8.4.1 Supplier Conformance<sup>9</sup> is recommended**

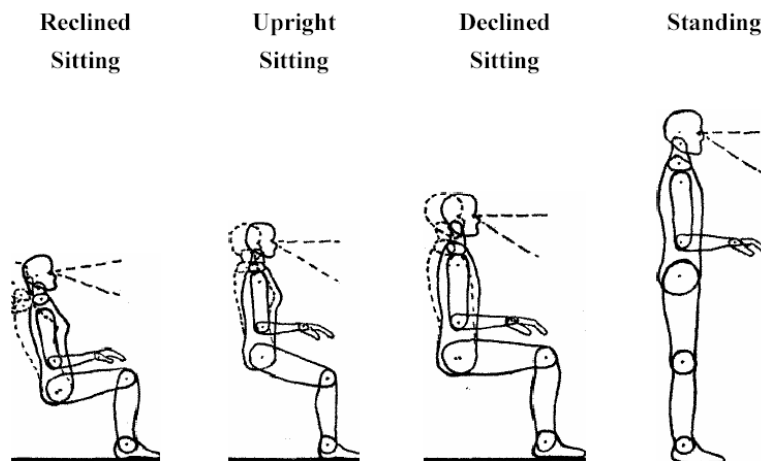


Figure 4 - Reference Postures

**Reclined Sitting.** In the reclined sitting posture, the user's torso and neck recline between 105° and 120° to the horizontal.

**Upright Sitting.** In the upright sitting posture, the user's torso and neck are approximately vertical and in line (between 90° and 105° to the horizontal), the thighs are approximately horizontal, and the lower legs are vertical.

**Declined Sitting.** In the declined sitting posture, the user's thighs are inclined below the horizontal, the torso is vertical or slightly reclined behind the vertical, and the angle between the thighs and the torso is greater than 90°.

**Standing.** In the standing posture, the user's legs, torso, neck and head are approximately in line and vertical.<sup>10</sup>

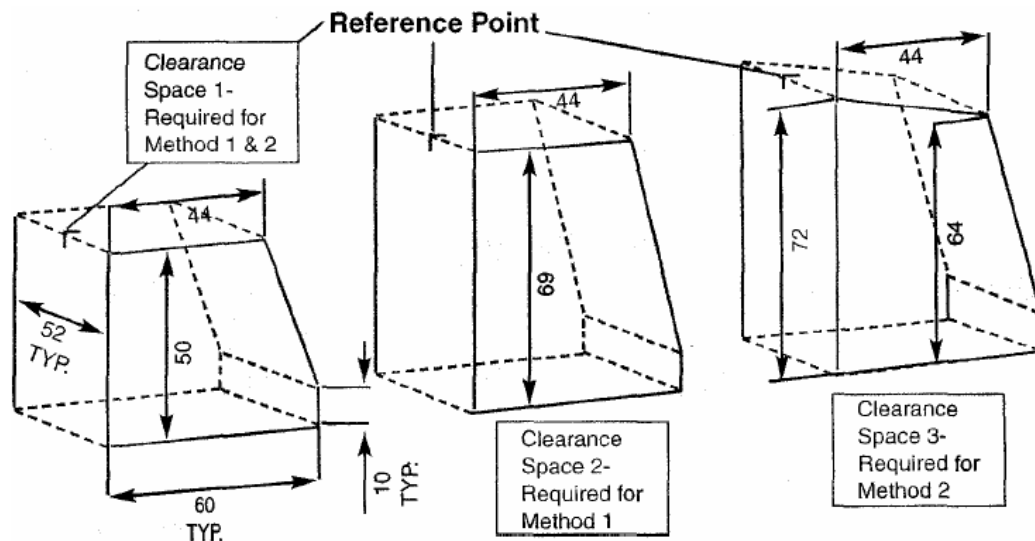
<sup>8</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations©2007 HFES Section 8.3.2.1 p. 75

<sup>9</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations©2007 HFES Section 8.4.1 p. 84

<sup>10</sup> ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations©2007 HFES Section 8.4.1 p. 73



## OPERATOR CLEARANCES



### Supplier Conformance<sup>11</sup>

In order to evaluate the conformance of a surface to the required clearance for Method 2:

1. Place the furniture on a flat surface.
2. Determine the intended computer display and keyboard location(s).
3. Adjust the top of the input device surface to 56 cm.
4. Place the small seated operator clearance box (Clearance Space 1 box) under the surface, lining up the centerline of the box under the forward edge and center point of the surface.
5. Check for interference.
6. Determine intended computer display and keyboard location(s).
7. Adjust the top of the input device surface to 78 cm.
8. Place the Clearance Space 3 box under the surface, lining up the centerline of the box under the forward edge and center point of the surface
9. Check for interference.

<sup>11</sup> ANSI/HFES 100 – 2007 Human Factors Engineering of Computer Workstations© 2007 HFES p. 84 - 85



## Supplier Conformance

Supplier Conformance – The intent of this section is to provide the user with a checklist and the tools necessary to determine the extent of compliance to the ANSI/HFES 100 - 2007 Human Factors Engineering of Computer Workstations standard that products of various manufacturers display and to provide a benchmark which can be used for an objective comparison.

1. Attached and identified as Appendix “D” is a matrix which identifies ANSI/HFES 100 – 2007 guidelines and allows the user to fill in the performance of various vendors for an objective comparison:

### Summary:

Good design allows people to work at their best with the least risk of injury.

Input (Keyboard) Surface design goals:

1. Strong and Rigid
2. Shape should optimize worksurface space in users primary reach zones
  - a. Corner or cockpit shapes are more effective than straight
3. Tilt can only be used on straight surfaces and is only required if adjustment ranges can not be attained.
4. Required Adjustment Range – 22”-46.5”

Monitor Surface design goals:

1. Required Adjustment Range – as needed to achieve view angle guidelines
2. View angle to center of screen should be 15-20° below horizontal eye level
3. NO part of monitor screen should be above user’s horizontal eye level
4. Focal Length from eyes to monitor should be easily adjustable from 20” to 32.5”
5. Worksurface shape should allow monitors to have equal focal lengths
6. Worksurface shape should allow monitors to be oriented perpendicularly to operators line of sight

Operator Clearance

1. Knee space under workstation should be free from obstructions
2. Clearance must include at least two of the seated postures including the upright seated posture.

The most expensive component of any communication center is the staff. Good design that follows national standards will improve performance, minimize injuries and reduce turnover. Best Practices demands that proper ergonomics be applied to all aspects of workstation design.

While sound ergonomic design is arguably the most important aspect of dispatch center furniture. There are many other factors to be considered including:

- Cable management
- Equipment Storage
- Finish Options
- Service and Installation

XYBIX is an industry leader in all aspects of dispatch furniture. We look forward to working with you to make your project a success.



## Appendix D

### Human Factors Engineering of Computer Workstations ANSI/HFES 100 - 2007

#### Supplier Conformance Matrix

| Ergonomic Performance Criteria  | ANSI/HFES 100 - 2007   | XYBIX   | Vendor B | Vendor C | Vendor D |
|---|--|---|----------|----------|----------|
| Input Surface Adjustment Range  | 22" low<br>46.5" hi  | 23" low<br>50" hi   |          |          |          |
| Monitor Surface Adjustment Range in combination with monitor size and monitor mounting height – surface must be able to adjust so that the top of the viewing area of the screen is no higher than the 5 <sup>th</sup> percentile seated female horizontal eye level (41.5") and that the specified view angles for the 95 <sup>th</sup> percentile standing male user are achieved | -15° to -20° downward view angle from horizontal eye level to center of screen for 5 <sup>th</sup> % seated female user to the 95 <sup>th</sup> % standing male user | Drawing submitted detailing compliance including monitor height, mounting height and surface adjustment range |          |          |          |
| Input Surface height required for <b>5<sup>th</sup> percentile seated female user</b>   | 22"  | 23"   |          |          |          |
| Input Surface Height required for <b>95<sup>th</sup> percentile standing male user</b>  | 46.4"  | 50"   |          |          |          |
| Monitor (21") Surface Height required for 15° - 20° downward view angle to center of screen <b>5<sup>th</sup> percentile seated female user</b>   | 23"  | 23"   |          |          |          |
| Monitor (17") Surface Height required for 15° - 20° downward view angle to center of screen <b>95<sup>th</sup> percentile standing male user</b>  | 50"  | 50"   |          |          |          |
| Focal length (viewing distance) adjustability range   | 20" – 33"  | 20" – 33"   |          |          |          |
| Operator Clearance Method 2 <sup>12</sup><br><b>Clearance Space 3</b>   | NO Interference  | NO Interference   |          |          |          |

<sup>12</sup>ANSI/HFES 100 – 2007 Human Factors Engineering of Computer Workstations © 2007 HFES p. 76

# CERTIFICATE OF COMPLIANCE



## Xybix Systems Inc.

### Xybix ErgoPower® Electric Height Adjustable Workstations and Consoles

9688-410

Certificate Number

02 Dec 2009 - 02 Dec 2023

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2019 Credit 7.6.1 in an Open Plan Office and Private Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



GREENGUARD Certification Criteria for Furniture and Mattresses

| Criteria                       | CAS Number | Maximum Allowable Predicted Concentration | Units             |
|--------------------------------|------------|---|-------------------|
| TVOC <sub>(A)</sub>            | -          | 0.50                                      | mg/m <sup>3</sup> |
| Formaldehyde                   | 50-00-0    | 61.3 (50 ppb)                             | µg/m <sup>3</sup> |
| Total Aldehydes <sub>(B)</sub> | -          | 0.10                                      | ppm               |
| 4-Phenylcyclohexene            | 4994-16-5  | 6.5                                       | µg/m <sup>3</sup> |
| Individual VOCs <sub>(C)</sub> | -          | 1/10th TLV                                | -                 |

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GC/MS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



|                            |   |
|----------------------------|---|
| Requester:                 | XYBIX Systems, Inc.<br>8207 SouthPark Circle<br>Littleton, Co 80120 |
| Contact Name:              | Troy Parson   |
| Dates Tested:              | 03/18/16 – 04/13/16   |
| Date Submitted:            | 04/18/16  |
| Technician:                | Doug Behrendt, Dan Baron  |
| UL Order / Project Number: | 11168566 / 4787348464   |

**Scope:** To test the Genesis / Xybix Panel System distributed by XYBIX Systems, Inc., by subjecting it to the following tests:

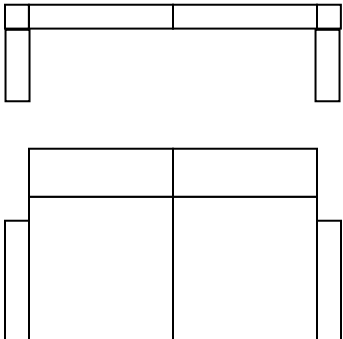
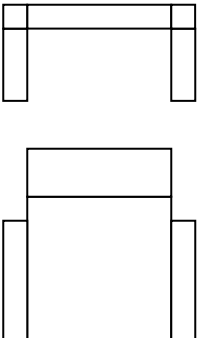
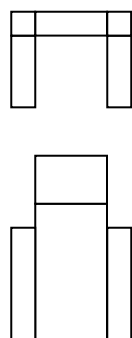
**Requested Tests:**

| <u>Test Name</u>  | <u>Requirement</u>                  |
|---|-------------------------------------|
| Force Stability Test  | ANSI/BIFMA X5.6-2016, Section 5.1   |
| Impact Stability Test   | ANSI/BIFMA X5.6-2016, Section 5.2   |
| Panel System Strength Test – Static Functional Load                     | ANSI/BIFMA X5.6-2016, Section 6.2   |
| Panel System Strength Test – Static Proof Load                          | ANSI/BIFMA X5.6-2016, Section 6.3   |
| Panel Glide Assembly Strength Test                                      | ANSI/BIFMA X5.6-2016, Section 7     |
| Primary Surface Concentrated Functional Load Test                       | ANSI/BIFMA X5.6-2016, Section 8.1   |
| Horizontal Surface Distributed Functional Load Tests                    | ANSI/BIFMA X5.6-2016, Section 8.2   |
| Primary Surface Concentrated Proof Load Test                            | ANSI/BIFMA X5.6-2016, Section 8.3   |
| Horizontal Surface Distributed Proof Load Tests                         | ANSI/BIFMA X5.6-2016, Section 8.4   |
| Functional Load Test for Panel Mounted Storage Units - Static           | ANSI/BIFMA X5.6-2016, Section 8.6   |
| Proof Load Test for Panel Mounted Storage Units - Static                | ANSI/BIFMA X5.6-2016, Section 8.7   |
| Top Load Ease Cycle Test (for Primary Surfaces)                         | ANSI/BIFMA X5.6-2016, Section 10.1  |
| Wear and Fatigue Test for Horizontal Receding Doors                     | ANSI/BIFMA X5.6-2016, Section 11.8  |
| Drop Cycle Test for Horizontally Hinged and Horizontally Receding Doors | ANSI/BIFMA X5.6-2016, Section 11.11 |
| Upward Force Static Disengagement Test for Panel Mounted Components     | ANSI/BIFMA X5.6-2016, Section 12.1  |
| Upward Force Impact Disengagement Test for Panel Mounted Components     | ANSI/BIFMA X5.6-2016, Section 12.2  |
| Pull Force Test   | ANSI/BIFMA X5.6-2016, Section 13    |

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**Product Description:**

| Configuration / Specimen   | Description  |
|--|--|
| <p>Configuration 1</p>    | <p><b>Genesis Office Furniture 65"H x 96"W System (UL I.D. 170952):</b></p> <p>48"H x 48"W Panel Frames (qty 2)<br/>18"H x 48"W Stack-on Frames (qty 2)<br/>42"H x 24"W Return Frames (qty 2)<br/>Two Way Corner Connector Blocks (qty 6)<br/>Frame to Frame Tube Connector (qty 1)<br/>End Condition Connector plates (qty 2)<br/>24" x 48" Work Surface (qty 2)<br/>13"D x 13.5"H x 48"W Flipper Door Storage Unit (qty 1)<br/>13"D x 9"H x 48"W Shelf Unit (qty 1)<br/>Double Cantilever Center Work Surface Support (qty 1)<br/>Various attachment nuts, bolts, and screws</p> |
| <p>Configuration 2</p>   | <p><b>Genesis Office Furniture 65"H x 48"W System (UL I.D. 170953):</b></p> <p>48"H x 48"W Panel Frame (qty 1)<br/>18"H x 48"W Stack-on Frame (qty 1)<br/>42"H x 24"W Return Frames (qty 2)<br/>Two Way Corner Connector Blocks (qty 6)<br/>End Condition Connector plates (qty 2)<br/>Various attachment nuts, bolts, and screws</p>  |
| <p>Configuration 3</p>  | <p><b>Genesis Office Furniture 65"H x 24"W System (UL I.D. 170954):</b></p> <p>48"H x 24"W Panel Frame (qty 1)<br/>18"H x 24"W Stack-on Frame (qty 1)<br/>42"H x 24"W Return Frames (qty 2)<br/>Two Way Corner Connector Blocks (qty 6)<br/>End Condition Connector plates (qty 2)<br/>Various attachment nuts, bolts, and screws</p>  |
| Specimen 1   | 13"D x 13.5"H x 48"W Flipper Door Storage Unit Equipped with Modified Overhead Locking Clips.  |
| Specimen 2   | 13"D x 9"H x 48"W Shelf Unit Equipped with Modified Overhead Locking Clips.  |

**Summary:**

| <u>Test Name</u>  | <u>Config. / Specimen</u> | <u>Results</u> |
|---|---------------------------|----------------|
| Force Stability Test  | 1, 2, and 3               | Passed         |
| Impact Stability Test   | 1, 2, and 3               | Passed         |
| Panel System Strength Test – Static Functional Load                     | 1                         | Passed         |
| Panel System Strength Test – Static Proof Load                          | 1                         | Passed         |
| Panel Glide Assembly Strength Test                                      | 3                         | Passed         |
| Primary Surface Concentrated Functional Load Test                       | 1                         | Passed         |
| Horizontal Surface Distributed Functional Load Tests                    | 1                         | Passed         |
| Primary Surface Concentrated Proof Load Test                            | 1                         | Passed         |
| Horizontal Surface Distributed Proof Load Tests                         | 1                         | Passed         |
| Functional Load Test for Panel Mounted Storage Units - Static           | Specimen 1 and 2          | Passed         |
| Proof Load Test for Panel Mounted Storage Units - Static                | Specimen 1 and 2          | Passed         |
| Top Load Ease Cycle Test (for Primary Surfaces)                         | 1 and 2                   | Passed         |
| Wear and Fatigue Test for Horizontal Receding Doors                     | Specimen 1                | Passed         |
| Drop Cycle Test for Horizontally Hinged and Horizontally Receding Doors | Specimen 1                | Passed         |
| Upward Force Static Disengagement Test for Panel Mounted Components     | Specimen 1 and 2          | Passed         |
| Upward Force Impact Disengagement Test for Panel Mounted Components     | Specimen 1 and 2          | Passed         |
| Pull Force Test   | Specimen 1                | Passed         |

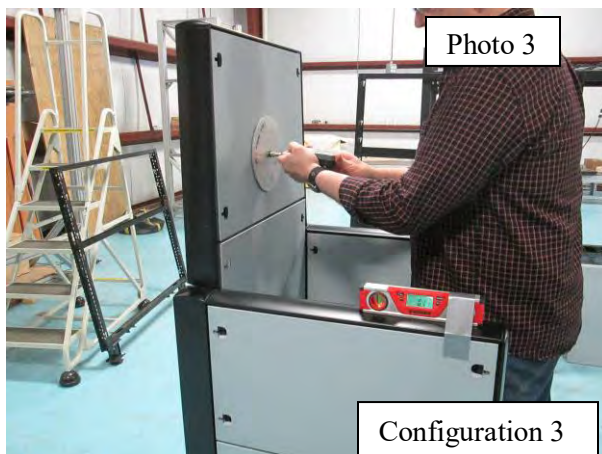
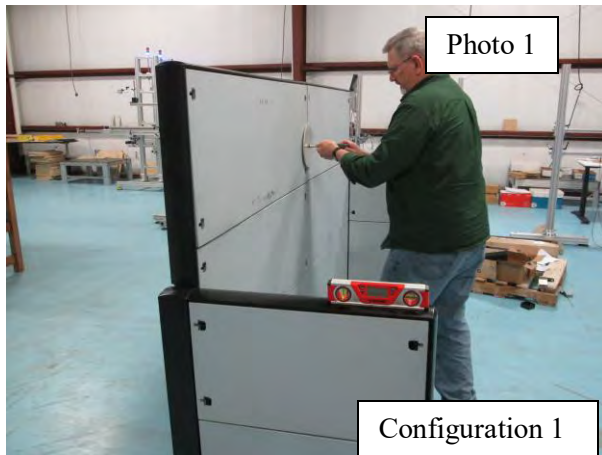
## Test Results:

### 1. Force Stability Test:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 5.1.

#### Notes:

- Temperature / humidity 71 - 74° F / 49 - 52 RH%
- An applied force was gradually increased to 40 lbs. through an 8 inch disc 54 inches up from the floor, or the configuration tilts to 10°.
- See Photos 1 through 3 for setup.



# 1. Force Stability Test: (continued)

| <u>Configuration</u> | <u>Force to Tip (lbf)</u> | <u>Observations</u>               | <u>Balance Point (°)</u> |
|----------------------|---------------------------|-----------------------------------|--------------------------|
| Con 1                | 23.4                      | Unit did not tip at the 10° mark. | 11.3                     |
| Con 2                | 22.9                      | Unit did not tip at the 10° mark. | 15.6                     |
| Con 3                | 21.1                      | Unit did not tip at the 10° mark. | 19.2                     |

**Requirement:** *The panel system shall not tip over. Components shall not separate from the panel. There shall be no loss of serviceability.*

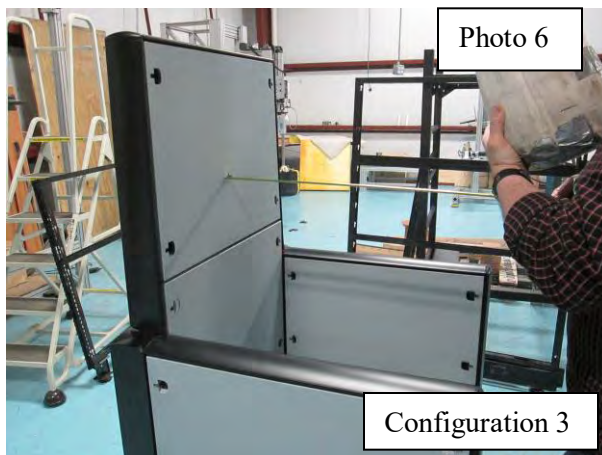
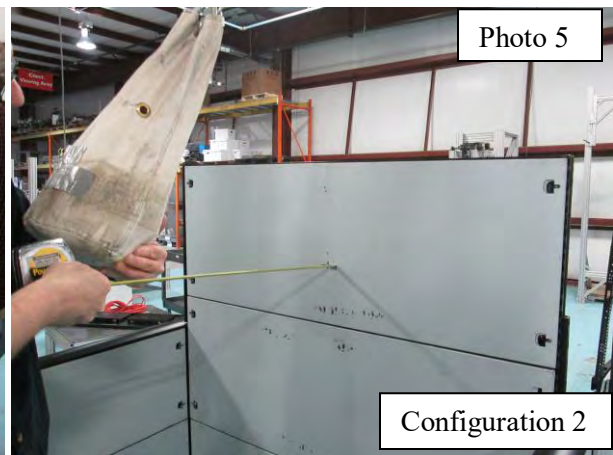
|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117349), Digital level (117596) |
|------------|--|

## 2. Impact Stability Test:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 5.2.

### Notes:

- Temperature / humidity 71 - 73° F / 48 - 52 RH%
- Impact Load: 50 lbs. through an 8 inch diameter bag.
- Pendulum length: 50.5 inches.
- Impact location: 52 inches up from the ground centered from left to right.
- See Photos 4 through 6 for setup.



## 2. Impact Stability Test: (continued)

| <u>Configuration</u> | <u>Observations</u>   |
|----------------------|---|
| Con 1                | Unit did not tip over. No loss of serviceability as a result of the impact. |
| Con 2                | Unit did not tip over. No loss of serviceability as a result of the impact. |
| Con 3                | Unit did not tip over. No loss of serviceability as a result of the impact. |

**Requirement:** *The panel system or screen shall not tip over. Components shall not separate (fall off) from the panel. There shall be no loss of serviceability.*

|            |                                       |
|------------|---------------------------------------|
| Equipment: | Tape measure (117349), Scale (117761) |
|------------|---------------------------------------|



### 3. Panel System Strength Test – Static Functional Load:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 6.2.

#### Notes:

- Temperature / humidity 73° F / 41 RH%
- Functional Load calculations:

Work surfaces: 240" x 1.5 = 360 lbs.

Shelf: 46.5" x 13" x 12" x 0.017 = 123 lbs.

Flipper Door Unit: 46.5" x 13" x 12" x 0.017 = 123 lbs.

- Functional Loads applied for 1 hour.
- See Photo 7 for setup.



| <u>Configuration</u>       | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>       |
|----------------------------|--------------------|--------------------|---------------------------|
| Configuration 1 Functional | 606                | 60                 | No loss of serviceability |

**Requirement:** *There shall be no loss of serviceability.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

#### 4. Panel System Strength Test – Static Proof Load:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 6.3.

##### Notes:

- Temperature / humidity 73° F / 41 RH%
- Proof Load calculations:

Work surfaces: 240" x 2.3 = 552 lbs.

Shelf: 46.5" x 13" x 12" x 0.026 = 189 lbs.

Flipper Door Unit: 46.5" x 13" x 12" x 0.026 = 189 lbs.

- Proof Loads applied for 15 minutes.
- See Photo 8 for setup.



| <u>Configuration</u>  | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>         |
|-----------------------|--------------------|--------------------|-----------------------------|
| Configuration 1 Proof | 930                | 15                 | No sudden and major change. |

**Requirement:** *There shall be no sudden and major change in the structural integrity of the product. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

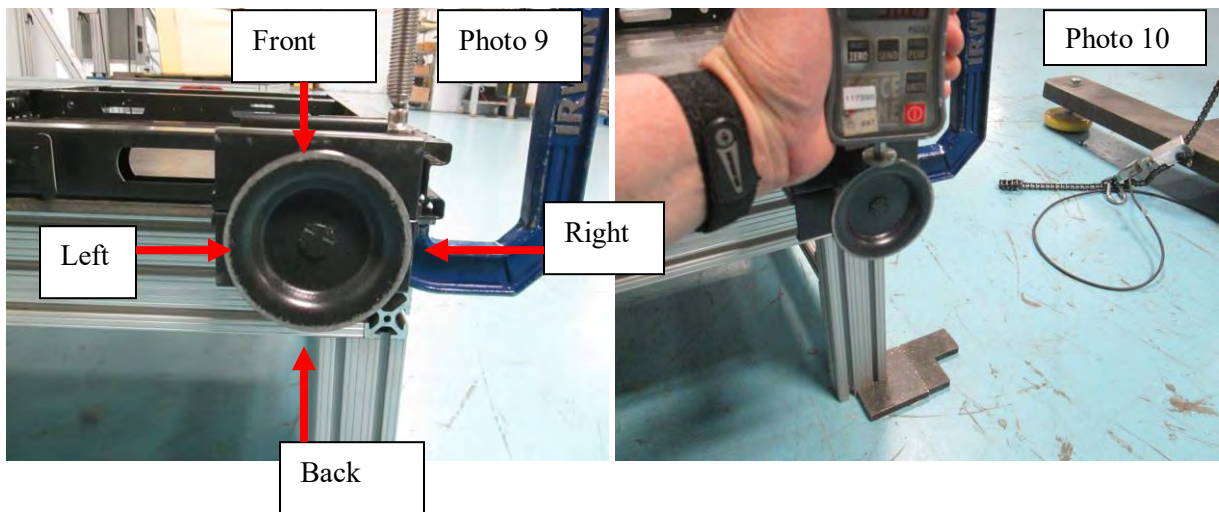


## 5. Panel Glide Assembly Strength Test:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 7.

### Notes:

- Temperature / humidity 71° F / 51 RH%
- The forces were applied to the glide in four different directions (see Photo 9).
- Only the 48"H x 24"W Panel Frame for Configuration 3 was tested.
- See Photo 9 for setup.



| Specimen        | Direction | Force (lbf) | Observations               |
|-----------------|-----------|-------------|----------------------------|
| Configuration 3 | Front     | 50          | No loss of serviceability. |
|                 | Back      | 50          | No loss of serviceability. |
|                 | Left      | 50          | No loss of serviceability. |
|                 | Right     | 50          | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability.*

|            |  |
|------------|--|
| Equipment: | Tape measure (117349), Force gage (117390) |
|------------|--|

## 6. Primary Surface Concentrated Functional Load Test:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 8.1.

### Notes:

- Temperature / humidity 73° F / 49 RH%
- Two 200 lb. loads applied through 12" discs positioned 1" in from the front edge and at the side to side center of each work surface.
- See Photo 11 for set up.



| <u>Configuration</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>        |
|----------------------|--------------------|--------------------|----------------------------|
| Configuration 1      | 400 (200 x 2)      | 60                 | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Upon the completion of the test, the extendible element(s) shall meet the pull force requirements per Section 13.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

## 7. Horizontal Surface Distributed Functional Load Tests:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 8.2.

### Notes:

- Temperature / humidity 73° F / 50 RH%
- Work surface load: 240" x 1.5 = 360 lbs.
- See Photo 12 for set up.



| <u>Configuration</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>        |
|----------------------|--------------------|--------------------|----------------------------|
| Configuration 1      | 360                | 60                 | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Upon the completion of the test, the extendible element(s) shall meet the pull force requirements per Section 13.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

## 8. Primary Surface Concentrated Proof Load Tests:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 8.3.

### Notes:

- Temperature / humidity 73° F / 49 RH%
- Two 300 lb. loads applied through 12" discs positioned 1" in from the front edge and at the side to side center of each work surface.
- See Photo 13 for set up.



| <u>Configuration</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>         |
|----------------------|--------------------|--------------------|-----------------------------|
| Configuration 1      | 600 (300 x 2)      | 15                 | No sudden and major change. |

**Requirement:** *There shall be no sudden and major change in the structural integrity of the product. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|



## 9. Horizontal Surface Distributed Proof Load Tests:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 8.4.

### Notes:

- Temperature / humidity 73° F / 49 RH%
- Work surface load: 240" x 2.3 = 552 lbs.
- See Photo 14 for setup.



Photo 14

| <u>Configuration</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>         |
|----------------------|--------------------|--------------------|-----------------------------|
| Configuration 1      | 552                | 15                 | No sudden and major change. |

**Requirement:** *There shall be no sudden and major change in the structural integrity of the product. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

## 10. Functional Load Test for Panel Mounted Storage Units – Static:

Testing was performed per ANSI/BIFMA X5.3-2016, Section 8.6.

### Notes:

- Temperature / humidity 72° F / 47 RH%
- The storage unit and shelf unit were tested while installed in Configuration1.
- Storage Unit load:  $46.5 \times 13 \times 12 \times 0.017 = 123$  lbs.
- Shelf Unit load:  $46.5 \times 13 \times 12 \times 0.017 = 123$  lbs.
- Flipper door was opened for test.
- See Photo 14 for setup.



Photo 15

| <u>Component</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>        |
|------------------|--------------------|--------------------|----------------------------|
| Storage Unit     | 123                | 60                 | No loss of serviceability. |
| Shelf Unit       | 123                | 60                 | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. After the application of this load, the extendible elements shall meet the pull force requirements of Section 13.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

## 11. Proof Load Test for Panel Mounted Storage Units - Static:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 8.7.

### Notes:

- Temperature / humidity 73° F / 41 RH%
- The storage unit and shelf unit were tested while installed in Configuration 1.
- Storage Unit load:  $46.5 \times 13 \times 12 \times 0.026 = 189$  lbs.
- Shelf Unit load:  $46.5 \times 13 \times 12 \times 0.026 = 189$  lbs.
- Flipper door was opened for test.
- See Photo 15 for setup.



| <u>Specimen</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>         |
|-----------------|--------------------|--------------------|-----------------------------|
| Storage Unit    | 189                | 15                 | No sudden and major change. |
| Shelf Unit      | 189                | 15                 | No sudden and major change. |

**Requirement:** *There shall be no sudden and major change in the structural integrity of the product. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Stopwatch (126982), Scale (117761) |
|------------|---|

## 12. Top Load Ease Cycle Test (for Primary Surfaces):

Testing was performed per ANSI/BIFMA X5.6-2016, Section 10.1.

### Notes:

- Temperature / humidity 71 - 72° F / 35 - 52 RH%
- Work surfaces were tested in two configurations:

Configuration 1: (Photo 17) was tested flush with the inside left hand corner of the work surface 1 inch in from the front edge, next to the double cantilevered center work surface support.

Configuration 2: (Photo 18) was tested 1 inch in from the front edge at the side to side center.

- Test rate: 12 - 14 cpm



| <u>Configuration</u> | <u>Cycles</u> | <u>Observations</u>        |
|----------------------|---------------|----------------------------|
| Configuration 1      | 20,000        | No loss of serviceability. |
| Configuration 2      | 20,000        | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability to the unit. Upon completion of the cycling test, the extendible element(s) shall meet the pull force requirements of Section 12.*

|            |  |
|------------|--|
| Equipment: | Test machine (117505), Stopwatch (126982), Tape measure (117349), Scale (117761) |
|------------|--|

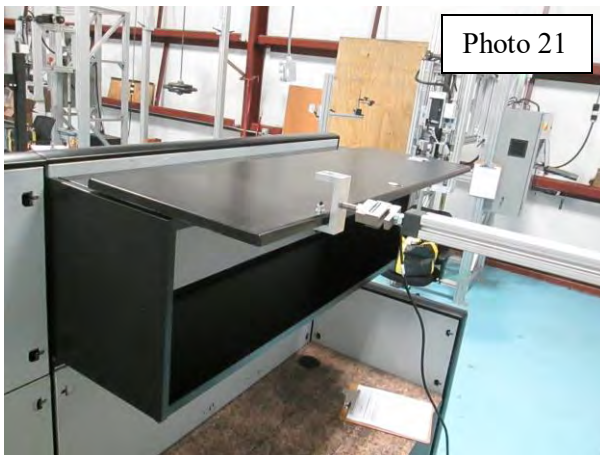


### 13. Wear and Fatigue Test for Horizontal Receding Doors:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 11.8.

#### Notes:

- Temperature / humidity 71 - 74° F / 45 - 55 RH%
- Door width: 48" (1/6<sup>th</sup> of door width = 8").
- The RH and LH location were 8 inches from the outside edge of the door.
- Test rate: 11 cpm
- See Photos 19 - 21 for set up.



### 13. Wear and Fatigue Test for Horizontal Receding Doors (continued):

| <u>Specimen</u> | <u>Pull Location</u> | <u>Cycles</u> | <u>Observations</u>   |
|-----------------|----------------------|---------------|---|
| 1               | Center               | 0             | Started test. Pull Force (lbf) = 3.1 (L), 2.6 (center), 2.9 (right)                 |
|                 |                      | 10,000        | No change.  |
|                 | RH                   | 10,000        | Test resumed.   |
|                 |                      | 15,000        | No change.  |
|                 | LH                   | 15,000        | Test resumed.   |
|                 |                      | 20,000        | No loss of serviceability.<br>Pull Force (lbf) = 2.2 (L), 1.9 (center), 1.9 (right) |

**Requirement:** After the cycle test, the door shall meet the pull force requirements of Section 12. (The door may be supported in a horizontal plane during the pull force test.) The door shall have no loss of serviceability.

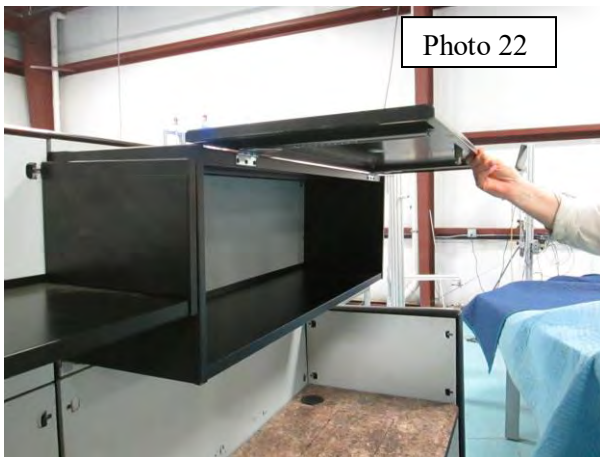
|            |   |
|------------|---|
| Equipment: | Test machine (127430), Tape measure (117349), Stopwatch (126982), Force gage (117390), Digital level (117596) |
|------------|---|

#### 14. Drop Test for Horizontally Hinged and Horizontally Receding Doors:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 11.11

##### Notes:

- Temperature / humidity 72° F / 52 - 53 RH%
- The flipper door unit was attached to the panel system in its normal fashion for the test.
- The flipper door was manually opened to 90° and then allowed to slam shut for 200 cycles.
- See Photos 22 and 23 for set up.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>                 |
|-----------------|---------------|-------------------------------------|
| 1               | 200           | No loss of serviceability observed. |

**Requirement:** *There shall be no loss of serviceability to the unit or its components.*

|            |  |
|------------|--|
| Equipment: | Tape measure (117349), Digital protractor (117377), Stopwatch (126982) |
|------------|--|

### 15. Upward Force Static Disengagement Test for Panel Mounted Components:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 12.1.

#### Notes:

- Temperature / humidity 71° F / 52 RH%
- The work surfaces, storage unit and shelf unit were attached to the panel system in its normal fashion for the test.
- Force location (Balance point):  
Flipper Door Unit: 8.387 inches from back of unit.  
Shelf Unit: 7.75 inches from back of unit.  
Work Surface: RH front corner right next to the double cantilevered center work surface support.
- See Photos 24 - 26 for set up.



### 15. Upward Force Static Disengagement Test for Panel Mounted Components (continued):

| <u>Configuration</u> | <u>Component</u> | <u>Force (lbf)</u> | <u>Observations</u>      |
|----------------------|------------------|--------------------|--------------------------|
| 1                    | Worksurface      | 130                | No dislodgment observed. |
|                      | Storage unit     | 110                | No dislodgment observed. |
|                      | Shelf unit       | 110                | No dislodgment observed. |
|                      |                  |                    |                          |
| 2                    | Worksurface      | 130                | No dislodgment observed. |
|                      | Storage unit     | 110                | No dislodgment observed. |
|                      | Shelf unit       | 110                | No dislodgment observed. |

**Requirement:** *The component shall not become disengaged. No loss of serviceability shall result from application of the force. If it is unclear if disengagement has occurred, apply a proof load per Table 1. The unit shall not become disengaged upon application of the proof load.*

|            |  |
|------------|--|
| Equipment: | Tape measure (117349), Force gage (117390) |
|------------|--|



## 16. Upward Force Impact Disengagement Test for Panel Mounted Components:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 12.2.

### Notes:

- Temperature / humidity 75° F / 46 RH%
- The work surfaces, storage unit and shelf unit were attached to the panel system in its normal fashion for the test.
- See Photos 27 - 29 for set up.



Photo 27

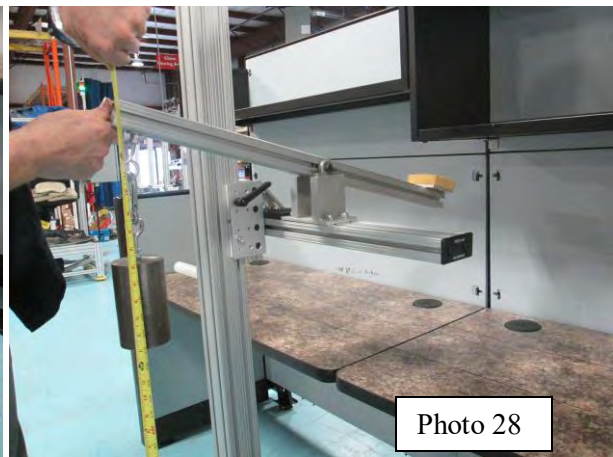


Photo 28



Photo 29

# **16. Upward Force Impact Disengagement Test for Panel Mounted Components:**

| <u>Configuration</u> | <u>Component</u> | <u>Impact Location</u> | <u>Observations</u>       |
|----------------------|------------------|------------------------|---------------------------|
| 1                    | Worksurface      | Front edge Corner      | No dislodgement observed. |
|                      | Storage unit     | Front edge Corner      | No dislodgement observed. |
|                      | Shelf unit       | Front edge Corner      | No dislodgement observed. |
|                      |                  |                        |                           |
| 2                    | Worksurface      | Front edge Corner      | No dislodgement observed. |
|                      | Storage unit     | Front edge Corner      | No dislodgement observed. |
|                      | Shelf unit       | Front edge Corner      | No dislodgement observed. |

**Requirement:** *The component shall not become disengaged. No loss of serviceability shall result from application of the force. If it is unclear if disengagement has occurred, apply a proof load per Table 1. The unit shall not become disengaged upon application of the proof load.*

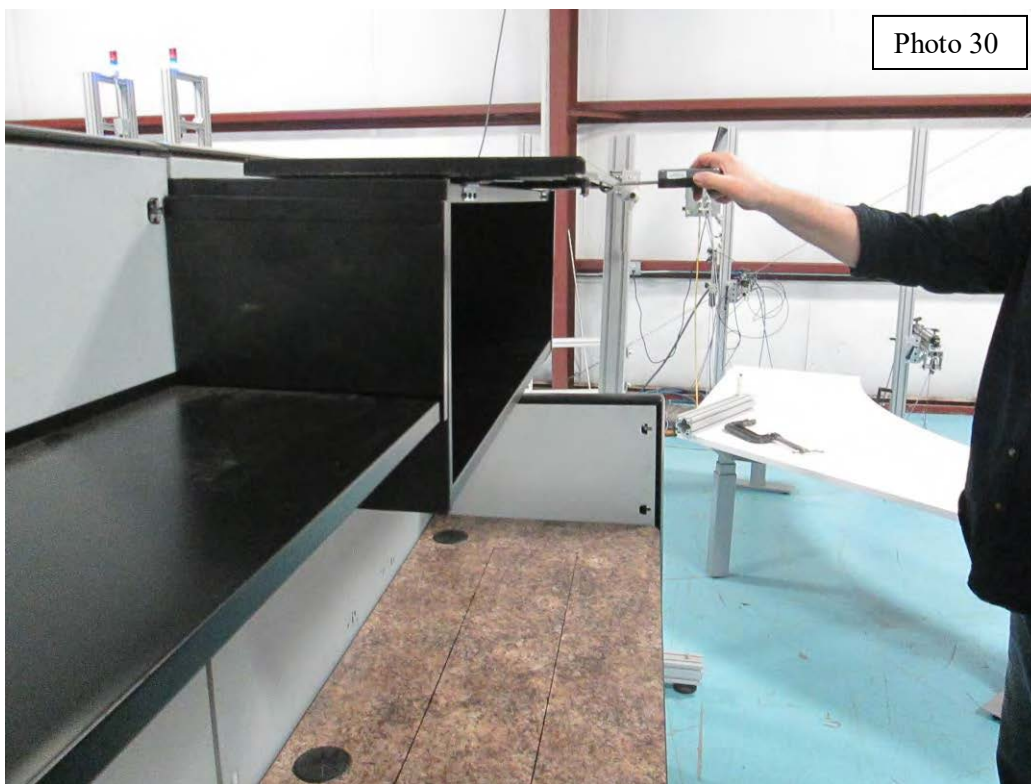
|            |   |
|------------|---|
| Equipment: | Tape measure (117349), Scale (TD-008), Digital level (117596) |
|------------|---|

## 17. Pull Force Test:

Testing was performed per ANSI/BIFMA X5.6-2016, Section 13.

### Notes:

- Temperature / humidity 72° F / 52 RH%
- Flipper door was supported horizontally at one end under the door with beams and roller bearings to ensure smooth function.
- Specimen 1 tested.
- See Photo 30 for set up.



| <u>Component</u> | <u>Pull Force (lbf)</u>               |
|------------------|---------------------------------------|
| Flipper Door     | 2.2 (Left), 1.9 (Center), 1.9 (Right) |

**Requirement:** The force shall not exceed 50N (11.2 lbf.).

|            |                     |
|------------|---------------------|
| Equipment: | Force gage (117390) |
|------------|---------------------|

Written by: Dan Baron – Project Specialist  
Reviewed by: Dan Kolean – Lab Manager – Holland, MI  
Approved by: Dan Kolean – Lab Manager – Holland, MI

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|                        |   |
|------------------------|---|
| Requester:             | XYBIX Systems, Inc.<br>8207 SouthPark Circle<br>Littleton, Co 80120 |
| Contact Name / Number: | Toby Alonge (800) 788-2810  |
| Dates Tested:          | 03/26/15 to 04/16/15  |
| Date Submitted:        | 04/21/15  |
| Technician:            | Doug Behrendt, Matt DeKock, Ron Day, Dan Baron                      |
| Customer Request I.D.  | N/A   |

**Scope:** To evaluate a XYBIX 48" Lateral File Unit manufactured by XYBIX Systems, Inc., by subjecting it to the following tests:

**Requested Tests:**

| <u>Test Name</u>  | <u>Requirement</u>                 |
|---|------------------------------------|
| Distributed Functional Load Test                                      | ANSI/BIFMA X5.9-2012, Section 4.3  |
| Distributed Proof Load Test   | ANSI/BIFMA X5.9-2012, Section 4.5  |
| Extendible Element Proof Load Test                                    | ANSI/BIFMA X5.9-2012, Section 4.6  |
| Leg/Glide Assembly Strength Test                                      | ANSI/BIFMA X5.9-2012, Section 5    |
| Racking Resistance Test   | ANSI/BIFMA X5.9-2012, Section 6    |
| Horizontal Force Stability for Tall Storage Units                     | ANSI/BIFMA X5.9-2012, Section 9.2  |
| Stability Test for Type I Units with at least one Extendible Element  | ANSI/BIFMA X5.9-2012, Section 9.3  |
| Stability Test for Type I Units with Multiple Extendible Elements     | ANSI/BIFMA X5.9-2012, Section 9.4  |
| Vertical Force Stability for Storage Units                            | ANSI/BIFMA X5.9-2012, Section 9.6  |
| Rebound Tests   | ANSI/BIFMA X5.9-2012, Section 12   |
| Extendible Element Retention Impact and Durability (Out Stop) Test    | ANSI/BIFMA X5.9-2012, Section 13   |
| Force Test for Extendible Element Locks                               | ANSI/BIFMA X5.9-2012, Section 14.2 |
| Locking Mechanism Cycle Test  | ANSI/BIFMA X5.9-2012, Section 14.4 |
| Cycle Test for Extendible Elements Wider Than Deep That Do Not Swivel | ANSI/BIFMA X5.9-2012, Section 15.3 |
| Interlock Strength Test   | ANSI/BIFMA X5.9-2012, Section 16   |
| Pull Force Test   | ANSI/BIFMA X5.9-2012, Section 20   |

**Product Description:**

| <u>Specimen</u> | <u>Description</u>    | <u>Supplier</u>     |
|-----------------|-----------------------|---------------------|
| 1               | 48" Lateral File Unit | XYBIX Systems, Inc. |

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### Summary:

| <u>Test Name</u>  | <u>Results</u>  |
|---|-----------------|
| Distributed Functional Load Test                                      | Met Requirement |
| Distributed Proof Load Test   | Met Requirement |
| Extendible Element Proof Load Test                                    | Met Requirement |
| Leg/Glide Assembly Strength Test                                      | Met Requirement |
| Racking Resistance Test   | Met Requirement |
| Horizontal Force Stability for Tall Storage Units                     | Met Requirement |
| Stability Test for Type I Units with at least one Extendible Element  | Met Requirement |
| Stability Test for Type I Units with Multiple Extendible Elements     | Met Requirement |
| Vertical Force Stability for Storage Units                            | Met Requirement |
| Rebound Tests   | Met Requirement |
| Extendible Element Retention Impact and Durability (Out Stop) Test    | Met Requirement |
| Force Test for Extendible Element Locks                               | Met Requirement |
| Locking Mechanism Cycle Test  | Met Requirement |
| Cycle Test for Extendible Elements Wider Than Deep That Do Not Swivel | Met Requirement |
| Interlock Strength Test   | Met Requirement |
| Pull Force Test   | Met Requirement |

### Load Calculations:

| <u>Specimen</u> | <u>Component</u> | <u>Calculation</u>                                    | <u>Load</u> |
|-----------------|------------------|---|-------------|
| 1               |                  | <b><u>BIFMA Functional</u></b>                        |             |
|                 | Unit Top         | $(48"w \times 24"d) \times 0.20$                      | 230 lbs.    |
|                 | Drawer 1         | $(43.25"w \times 15.25"d \times 11.5"h) \times 0.017$ | 129 lbs.    |
|                 | Drawer 2         | $(43.25"w \times 15.25"d \times 11.0"h) \times 0.017$ | 123 lbs.    |
|                 | Drawer 3         | $(43.25"w \times 15.25"d \times 11.0"h) \times 0.017$ | 123 lbs.    |
|                 |                  | <b><u>BIFMA Proof</u></b>                             |             |
|                 | Unit Top         | $(48"w \times 24"d) \times 0.30$                      | 346 lbs.    |
|                 | Drawer 1         | $(43.25"w \times 15.25"d \times 11.5"h) \times 0.026$ | 197 lbs.    |
|                 | Drawer 2         | $(43.25"w \times 15.25"d \times 11.0"h) \times 0.026$ | 189 lbs.    |
|                 | Drawer 3         | $(43.25"w \times 15.25"d \times 11.0"h) \times 0.026$ | 189 lbs.    |

## Test Results:

### 1. Distributed Functional Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.3.

#### Notes:

- Temperature / humidity 73° F / 51 RH%.
- The unit top and components were loaded according to the functional load as calculated on Page 2.
- The top drawer was fully extended during the test.
- The load was applied for 60 minutes.
- See Photo 1 for setup.



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# 1. Distributed Functional Load Test: (continued)

| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-----------------|-------------|----------------------------|
| 1               | 230 lbs.        | 60 min.     | No loss of serviceability. |

## Pull Force Measurements:

| <u>Drawer</u> | <u>Pull Force</u> |
|---------------|-------------------|
| Drawer 1      | 9.2 lbf           |
| Drawer 2      | 8.3 lbf           |
| Drawer 3      | 10.5 lbf          |

**Requirement:** *There shall be no loss of serviceability. Each of the extendible elements shall meet the pull force requirements of Section 20.*

|            |  |
|------------|--|
| Equipment: | Tape measure (TD-098), Stopwatch (TD-095), Force gage (TD-007), Scale (TD-008), Digital level (TD-073) |
|------------|--|

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## 2. Distributed Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.5.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- The unit top was loaded according to the proof load as calculated on Page 2.
- The unit drawers were loaded according to the functional load as calculated on page 2 and the top drawer was fully extended during the test.
- The load was applied for 15 minutes.
- See Photo 2 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-----------------|-------------|---|
| 1               | 346 lbs.        | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (TD-098), Stopwatch (TD-095), Scale (TD-008), Digital level (TD-073) |
|------------|---|



### 3. Extendible Element Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.6.

#### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Drawer 1 was loaded according to the proof load as calculated on Page 2.
- The drawer spent 15 minutes closed and 15 minutes open while loaded with the proof load.
- See Photo 3 for setup.



| <u>Specimen</u> | <u>Drawer</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>                                 |
|-----------------|---------------|--------------------|--------------------|---|
| 1               | Closed        | 197                | 15                 | No sudden and major change in structural integrity. |
|                 | Open          | 197                | 15                 | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

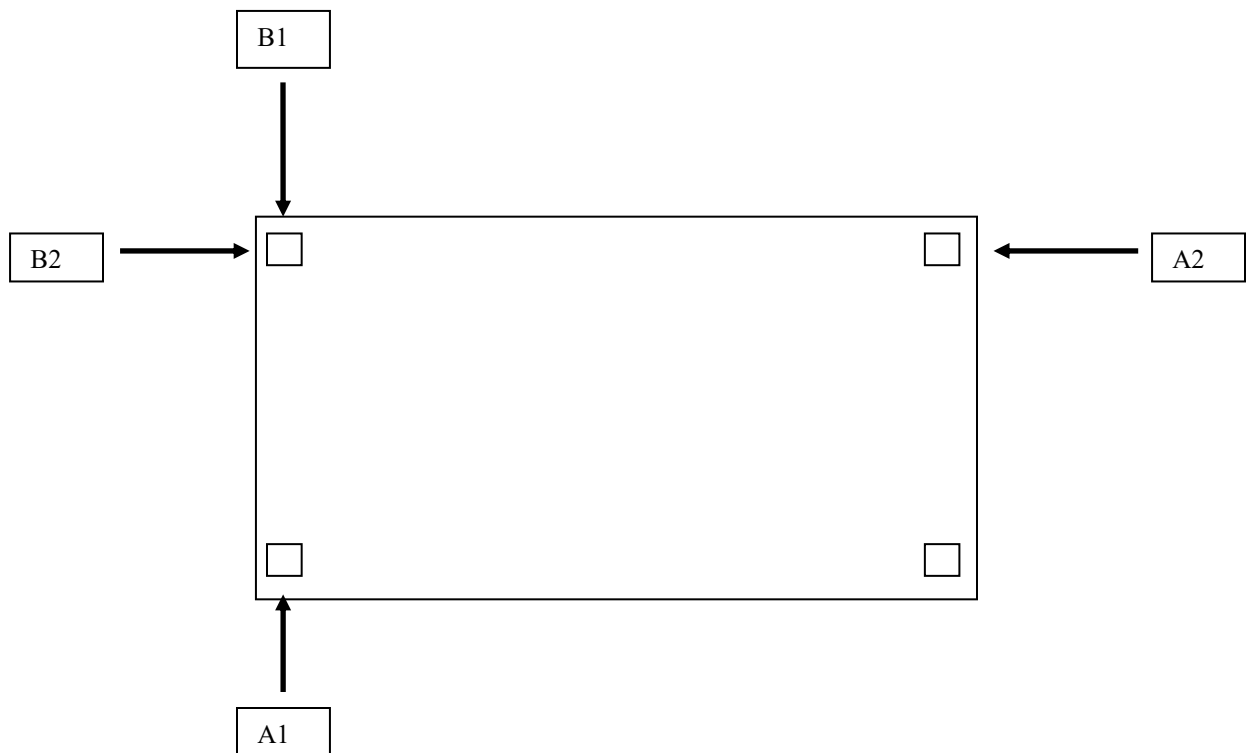
|            |   |
|------------|---|
| Equipment: | Tape measure (TD-098), Stopwatch (TD-095), Scale (TD-008), Digital level (TD-073) |
|------------|---|

#### 4. Leg/Glide Assembly Strength Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 5.

##### Notes:

- Temperature / humidity 73° F / 49 RH%.
- Unit weight: 340 lbs.
- Loads were applied at the highest point that did not cause tipping.
- A 0.5" metal obstruction was placed around the tested glide in order to prevent the unit from moving while the loads were being applied.
- See diagram below for load directions and Photo 4 for setup.



**4. Leg/Glide Assembly Strength Test (continued):**



| <u>Specimen</u> | <u>Load (lbf.)</u> | <u>Direction</u> | <u>Observations</u>                                 |
|-----------------|--------------------|------------------|---|
| 1               | 100                | A1               | No loss of serviceability.                          |
|                 | 100                | A2               | No loss of serviceability.                          |
|                 | 50                 | B1               | No loss of serviceability.                          |
|                 | 50                 | B2               | No loss of serviceability.                          |
|                 | 150                | A1               | No sudden and major change in structural integrity. |
|                 | 150                | A2               | No sudden and major change in structural integrity. |
|                 | 75                 | B1               | No sudden and major change in structural integrity. |
|                 | 75                 | B2               | No sudden and major change in structural integrity. |



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#### 4. Leg/Glide Assembly Strength Test (continued):

##### Pull Force Measurements:

| Component | Force   |
|-----------|---------|
| Drawer 1  | 7.9 lbf |
| Drawer 2  | 6.3 lbf |
| Drawer 3  | 8.4 lbf |

**Requirement:** *Functional Load: No loss of serviceability shall occur as a result of the application of the functional loads. After the application of the functional loads, each extendible element or door shall meet the pull force requirements of Section 20.*

**Proof Load:** *Application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |  |
|------------|--|
| Equipment: | Force gage (TD-055), Scale (TD-008), Tape measure (TD-098), Level (TD-073) |
|------------|--|

## 5. Racking Resistance Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 6.

### Notes:

- Temperature / humidity 77° F / 43 RH%.
- Each corner of the unit was supported on a 6" x 6"x 1" steel block.
- The unit components were loaded with the functional loads as calculated on Page 2.
- A 50 lb. load was applied to the left front and right rear corners of the unit top through 9"x 9" wooden squares.
- The steel support blocks were removed under each of the loaded corners for 60 minutes.
- See Photo 5 for setup.



| <u>Specimen</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-------------|----------------------------|
| 1               | 60 min.     | No loss of serviceability. |

## 5. Racking Resistance Test: (continued)

### Pull Force Measurements:

| Component | Force   |
|-----------|---------|
| Drawer 1  | 7.9 lbf |
| Drawer 2  | 6.3 lbf |
| Drawer 3  | 8.4 lbf |

**Requirement:** *The storage unit shall have no loss of serviceability. All extendible elements shall be tested to and meet the pull force test as defined in Section 20.*

|            |  |
|------------|--|
| Equipment: | Tape measure (TD-098), Stopwatch (TD-095), Force gage (TD-007), Scale (TD-008) |
|------------|--|

## 6. Horizontal Force Stability Test for Tall Storage Units:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.2.

### Notes:

- Temperature / humidity 73° F / 42 RH%.
- A load of 2 lbs. per inch of width (43.25" x 2 lbs. = 87 lbs.) was placed on the unit bottom.
- A force was applied through an 8" diameter disc centered 4" down from the top edge at the following locations:
  - A) Left side of the front of the unit
  - B) Right side of the front of the unit
  - C) Left side of the rear of the unit
  - D) Right side of the rear of the unit
  - E) Left side of the unit
  - F) Right side of the unit
- The force was applied until 40 lbf or 10° of tip was achieved.
- See Photo 6 for setup.



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**6. Horizontal Force Stability Test for Tall Storage Units: (continued)**

| <u>Specimen</u> | <u>Location</u> | <u>Force (lbf)</u> | <u>Angle (°)</u> | <u>Observations</u> |
|-----------------|-----------------|--------------------|------------------|---------------------|
| 1               | A               | 40                 | N/A              | Unit did not tip.   |
|                 | B               | 40                 | N/A              | Unit did not tip.   |
|                 | C               | 40                 | N/A              | Unit did not tip.   |
|                 | D               | 40                 | N/A              | Unit did not tip.   |
|                 | E               | 40                 | N/A              | Unit did not tip.   |
|                 | F               | 40                 | N/A              | Unit did not tip.   |

**Requirement:** *The unit shall not tip over, there shall be no loss of serviceability. Components shall not become totally separated from the storage unit. If the doors interfere with the unit tipping, the unit must meet the 10-degree tilt requirement with the doors in their closed position (during the C and D force applications).*

|            |  |
|------------|--|
| Equipment: | Force gage (TD-007), Digital level (TD-073), Tape measure (TD-094), 8" Disc (TD-049.1) |
|------------|--|

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## 7. Stability Test for Type I Units with at Least One Extendible Element:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.3.

### Notes:

- Temperature / humidity 73° F / 42 RH%.
- Drawer 1 was loaded with the functional load as calculated on Page 2.
- The unit bottom was loaded to 0.005 lb/in<sup>3</sup> (36 lbs.) and then closed.

(43.25"w x 15.25"d x 11.0"h = 36 lbs.)

- The drawer with the functional load was fully opened and a 10 lb. outward force was applied.
- See Photo 7 for setup.



| <u>Specimen</u> | <u>Outward Force</u> | <u>Observations</u>    |
|-----------------|----------------------|------------------------|
| 1               | 10.0 lbf             | Unit did not tip over. |

**Requirement:** The storage unit shall not tip over.

|            |  |
|------------|--|
| Equipment: | Force gage (TD-007), Tape measure (TD-098), Scale (TD-008), Level (TD-073) |
|------------|--|



## 8. Stability Test for Type I Storage Units with Multiple Extendible Elements:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.4.

### Notes:

- Temperature / humidity 73° F / 42 RH%.
- Drawer 1 was loaded with the functional load as calculated on Page 2 and opened.
- See Photo 8 for setup.



| <u>Specimen</u> | <u>Observations</u>        |
|-----------------|----------------------------|
| 1               | The unit did not tip over. |

**Requirement:** The storage unit shall not tip over and the interlock system, if present, shall have no loss of serviceability.

|            |   |
|------------|---|
| Equipment: | Tape measure (TD-098), Scale (TD-008), Level (TD-073) |
|------------|---|

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## 9. Vertical Force Stability Test for Storage Units:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.6.

### Notes:

- Temperature / humidity 73° F / 42 RH%.
- A load of 2 lbs. per inch of width (43.25" x 2 lbs. = 87 lbs.) was placed on the unit bottom.
- A 50 lb. load was suspended on a vertical line 5 inches in front of the outermost edge of the unit top. The fixture used to apply the load was neutrally balanced so that it did not affect the stability of the unit.
- See Photo 9 for setup.



| <u>Specimen</u> | <u>Load</u> | <u>Observations</u>    |
|-----------------|-------------|------------------------|
| 1               | 50 lbs.     | Unit did not tip over. |

**Requirement:** The unit shall not tip over.

|            |   |
|------------|---|
| Equipment: | Tape measure (TD-094), Scale (TD-008), Level (TD-073) |
|------------|---|



## 10. Rebound Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 12.

### Notes:

- Temperature / humidity 74° F / 50 RH%.
- The drawer was loaded with the functional load as calculated on Pg. 2.
- A spring force gage was positioned 2" from the center of the drawer face.
- The drawer was pulled back against the gage to a force of 40 lbs.
- The drawer was then released and allowed to close with the “at rest” position recorded.
- The drawer was tested 5 times.
- See Photo 10 for setup.



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### 10. Rebound Test (continued):

| <u>Specimen</u> | <u>Cycles</u> | <u>Rebound Positions (in.)</u> | <u>Pre-Test Pull Force (lbf.)</u> |
|-----------------|---------------|--------------------------------|-----------------------------------|
| 1 (Drawer 2)    | 0             |                                | 8.3                               |
|                 | 1             | 0.00                           |                                   |
|                 | 2             | 0.00                           |                                   |
|                 | 3             | 0.00                           |                                   |
|                 | 4             | 0.00                           |                                   |
|                 | 5             | 0.00                           |                                   |

**Requirement:** Before performing the Rebound Test, the extendible element shall meet the pull force requirements of Section 20. The rebound position of the extendible element shall not exceed 38 mm (1.5 in.) from its closed position after each of five closings.

|            |  |
|------------|--|
| Equipment: | Force gage (TD-007), Tape measure (TD-098), Spring force gage (TD-001), Scale (TD-008), Level (TD-073) |
|------------|--|

Test Request Number: AFT-02774

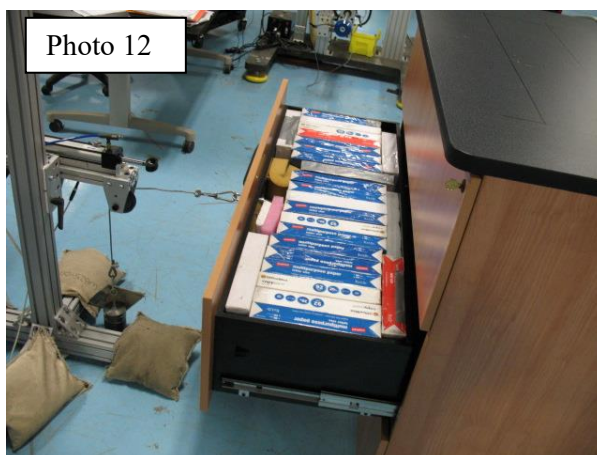
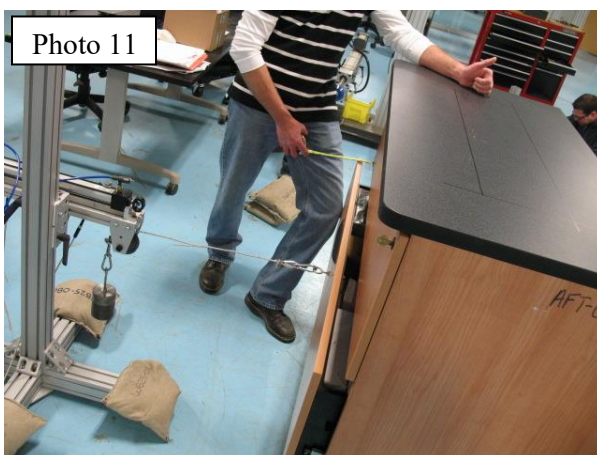
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## 11. Extendible Element Retention Impact and Durability (Out Stop) Tests:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 13.

### Notes:

- Temperature / humidity 73 - 77° F / 47 - 51 RH%.
- Drawer 2 was loaded with the functional load as calculated on pg. 2.
- A test weight of 9.0 lbs. used.
- Test consisted of 5 cycles with the drawer traveling from 1.5" from fully closed to full extension with the test weight restrained at 80% of full extension then 15,000 cycles with the drawer traveling from 2" from fully opened to full extension with the weight unrestrained.
- Test rate: 9 cpm.
- See Photos 11 (restrained) and 12 (unrestrained) for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>  |
|-----------------|---------------|--|
| 1               | 0             | Pre-test pull force: 8.5 lbf<br>Test begun with weight restrained. |
|                 | 5             | No loss of serviceability.   |
|                 | 0             | Test begun with weight unrestrained.                               |
|                 | 15,000        | No loss of serviceability. Post-test pull force: 8.9 lbf           |

**Requirement:** After performing the Out Stop Test, the extendible element shall meet the pull force requirements of Section 20. There shall be no loss of serviceability.

|            |   |
|------------|---|
| Equipment: | Test machine (TM-014), Force gage (TD-007), Tape measure (TD-098), Stopwatch (TD-095), Scale (TD-008), Level (TD-073) |
|------------|---|

## 12. Force Test for Extendible Element Locks:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.2.

### Notes:

- Temperature / humidity 74° F / 47 RH%.
- A 50 lb. outward force was applied perpendicular to the drawer front and then 30-degrees up from perpendicular.
- The test was performed with the drawers empty and then with the functional loads applied to all the extendible elements as calculated on page 2.
- See Photo 13 for setup.

Photo 13



Test Request Number: AFT-02774

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## 12. Force Test for Extendible Element Locks: (continued)

| <u>Specimen</u> | <u>Drawer</u> | <u>Load</u> | <u>Direction</u> | <u>Force</u> | <u>Observations</u>        |
|-----------------|---------------|-------------|------------------|--------------|----------------------------|
| 1               | 1             | 0 lbs.      | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |
|                 |               | 129 lbs.    | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |
|                 | 2             | 0 lbs.      | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |
|                 |               | 123 lbs.    | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |
|                 | 3             | 0 lbs.      | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |
|                 |               | 123 lbs.    | Horizontal       | 50 lbs.      | No loss of serviceability. |
|                 |               |             | 30° up           | 50 lbs.      | No loss of serviceability. |

**Requirement:** *The doors shall remain in the normal locked position during application of the forces. There shall be no loss of serviceability of the locking mechanism.*

|            |  |
|------------|--|
| Equipment: | Tape measure (TD-098), Force gage (TD-007), Digital level (TD-073), Scale (TD-008) |
|------------|--|



### 13. Locking Mechanism Cycle Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.4.

#### Notes:

- Temperature / humidity 73° F / 40 RH%.
- The locking mechanism was cycled from the locked to unlocked position and back once per cycle.
- Test rate: 18 cpm.
- See Photo 14 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 0             | Test begun.                |
|                 | 5,000         | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Test machine (TM-015), Stopwatch (TD-010) |
|------------|---|

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#### 14. Cycle Test for Extendible Elements Wider Than Deep That Do Not Swivel:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 15.3.

##### Notes:

- Temperature / humidity 73 - 76° F / 44 - 49 RH%.
- The drawer was loaded with the functional load as calculated on page 2.
- Drawer was cycled from fully closed to fully open and back once per cycle.
- Test rate: 9 cpm.
- See Photo 15 for setup.



| <u>Specimen</u> | <u>Location</u> | <u>Cycles</u> | <u>Observations</u>                                       |
|-----------------|-----------------|---------------|---|
| 1               | Center          | 0             | Test begun. Pre-test pull force: 10.9 lbs.                |
|                 |                 | 50,000        | No loss of serviceability. Post-test pull force: 9.9 lbs. |

**Requirement:** There shall be loss of serviceability. Before and after the cycle test, the extendible element(s) shall meet the pull force requirements of Section 20. After the cycle test, the extendible elements, if applicable shall meet the interlock test requirements of Section 16. If the unit is equipped with a stabilizing device, it may be necessary to reevaluate the stability of the unit per Section 9.4 to determine if the unit performs adequately.

|            |   |
|------------|---|
| Equipment: | Test machine (TM-015), Force gage (TD-007), Tape measure (TD-099), Stopwatch (TD-002), Scale (TD-008), Level (TD-073) |
|------------|---|



## 15. Interlock Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 16.

### Notes:

- Temperature / humidity 73° F / 49 RH%.
- Specimen was tested with the drawers unloaded and then loaded with the functional load as described on pg. 2.
- One drawer was opened and a 30 lb. outward force was applied to each of the others.
- Test was performed with each possible combination tested.
- See Photo 16 for set up.



| Specimen   | Drawer Open | Force (lbf) | Observations                              |
|------------|-------------|-------------|---|
| 1          | 1           | 30          | Drawers 2 and 3 did not bypass interlock. |
| (unloaded) | 2           | 30          | Drawers 1 and 3 did not bypass interlock. |
|            | 3           | 30          | Drawers 1 and 2 did not bypass interlock. |
| 1          | 1           | 30          | Drawers 2 and 3 did not bypass interlock. |
| (loaded)   | 2           | 30          | Drawers 1 and 3 did not bypass interlock. |
|            | 3           | 30          | Drawers 1 and 2 did not bypass interlock. |

**Requirement:** *There shall be loss of serviceability to the interlock system. The unopened extendible elements shall not bypass the interlock system.*

|            |  |
|------------|--|
| Equipment: | Force gage (TD-007), Tape measure (TD-098), Scale (TD-008)<br>Level (TD-073) |
|------------|--|

## 16. Pull Force Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 20.

### Notes:

- Temperature / humidity 77° F / 42 RH%
- The drawers were loaded with the functional loads as calculated on page 2.
- Force measured to pull the drawer from fully closed to fully open.
- See Photo 17 for setup.



| <u>Component</u> | <u>Force (lbf)</u> |
|------------------|--------------------|
| Drawer 1         | 8.9                |
| Drawer 2         | 7.2                |
| Drawer 3         | 10.2               |

**Requirement:** The applied force shall not exceed 50 N (11.2 lbf.).

|            |  |
|------------|--|
| Equipment: | Force gage (TD-007), Scale (TD-008), Level (TD-073), Tape measure (TM-098) |
|------------|--|



A UL Company

Test Request Number: AFT-02774

3480 Windquest Dr.  
Holland, MI 49424  
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#3.

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Reviewed by: Dan Kolean  
Approved by: Dan Kolean

|                            |   |
|----------------------------|---|
| Requester:                 | Xybix Systems Inc.<br>8207 Southpark Cir<br>Littleton, CO 80120 |
| Contact Name:              | Troy Parson   |
| Dates Tested:              | 03/01/16 to 03/16/16  |
| Date Submitted:            | 03/17/16  |
| Technician:                | Ron Day   |
| UL Order / Project Number: | 1101135974 / 4787348468   |

**Scope:** To test the Three Drawer Fixed Pedestal Unit, manufactured by Xybix Systems Inc., by subjecting it to the following tests:

**Requested Tests:**

| <u>Test Name</u>   | <u>Requirement</u>                 |
|--|------------------------------------|
| Concentrated Functional Load Test                                      | ANSI/BIFMA X5.9-2012, Section 4.2  |
| Distributed Functional Load Test                                       | ANSI/BIFMA X5.9-2012, Section 4.3  |
| Concentrated Proof Load Test   | ANSI/BIFMA X5.9-2012, Section 4.4  |
| Distributed Proof Load Test  | ANSI/BIFMA X5.9-2012, Section 4.5  |
| Extendible Element Proof Load Test                                     | ANSI/BIFMA X5.9-2012, Section 4.6  |
| Leg/Glide Assembly Strength Test                                       | ANSI/BIFMA X5.9-2012, Section 5    |
| Top Load Ease Test - Cyclic  | ANSI/BIFMA X5.9-2012, Section 7.1  |
| Rebound Test   | ANSI/BIFMA X5.9-2012, Section 12   |
| Extendible Element Retention Impact and Durability (Out Stop) Tests    | ANSI/BIFMA X5.9-2012, Section 13   |
| Force Test for Extendible Element Locks                                | ANSI/BIFMA X5.9-2012, Section 14.2 |
| Locking Mechanism Cycle Test   | ANSI/BIFMA X5.9-2012, Section 14.4 |
| Cycle Test for Extendible Elements Deeper Than Wide That Do Not Swivel | ANSI/BIFMA X5.9-2012, Section 15.2 |
| Pull Force Test  | ANSI/BIFMA X5.9-2012, Section 20   |

**Product Description:**

| <u>Specimen</u> | <u>UL ID</u> | <u>Description</u>                           | <u>Supplier</u>    |
|-----------------|--------------|--|--------------------|
| 1               | 170957       | Three Drawer Fixed Pedestal Unit – P/N 11352 | Xybix Systems Inc. |

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## Summary:

| <u>Test Name</u>   | <u>Results</u> |
|--|----------------|
| Concentrated Functional Load Test                                      | Passed         |
| Distributed Functional Load Test                                       | Passed         |
| Concentrated Proof Load Test   | Passed         |
| Distributed Proof Load Test  | Passed         |
| Extendible Element Proof Load Test                                     | Passed         |
| Leg/Glide Assembly Strength Test                                       | Passed         |
| Top Load Ease Test - Cyclic  | Passed         |
| Rebound Test   | Passed         |
| Extendible Element Retention Impact and Durability (Out Stop) Tests    | Passed         |
| Force Test for Extendible Element Locks                                | Passed         |
| Locking Mechanism Cycle Test   | Passed         |
| Cycle Test for Extendible Elements Deeper Than Wide That Do Not Swivel | Passed         |
| Pull Force Test  | Passed         |

## Load Calculations:

| <u>Specimen</u> | <u>Component</u>  | <u>Calculation</u>                                 | <u>Load</u> |
|-----------------|-------------------|--|-------------|
| 1               | <b>Functional</b> |  |             |
|                 | Unit Top          | $(18"w \times 22"d) \times 0.2$                    | 79 lbs.     |
|                 | Drawer 1          | $(12.25"w \times 17"d \times 5"h) \times 0.017$    | 18 lbs.     |
|                 | Drawer 2          | $(12.25"w \times 17"d \times 5.75"h) \times 0.017$ | 20 lbs.     |
|                 | Drawer 3          | $(12"w \times 17"d \times 10.625"h) \times 0.017$  | 37 lbs.     |
|                 | <b>Proof</b>      |  |             |
|                 | Unit Top          | $(18"w \times 22"d) \times 0.3$                    | 119 lbs.    |
|                 | Drawer 1          | $(12.25"w \times 17"d \times 5"h) \times 0.026$    | 27 lbs.     |
|                 | Drawer 2          | $(12.25"w \times 17"d \times 5.75"h) \times 0.026$ | 31 lbs.     |
|                 | Drawer 3          | $(12"w \times 17"d \times 10.625"h) \times 0.026$  | 56 lbs.     |

## Test Results:

### 1. Concentrated Functional Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.2.

#### Notes:

- Temperature / humidity 73° F / 46 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- A 200 lb. load was applied through a 12" disc.
- The load was applied for 60 minutes.
- A drawer was opened for the duration of the test.
- See Photo 1 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-----------------|-------------|----------------------------|
| 1               | 200 lbs.        | 60 min      | No loss of serviceability. |

## 1. Concentrated Functional Load Test (continued):

### Pull Force:

| <u>Specimen</u> | <u>Component</u> | <u>Pull Force (lbs.)</u> |
|-----------------|------------------|--------------------------|
| 1               | Drawer 1         | 9.7                      |
|                 | Drawer 2         | 9.4                      |
|                 | Drawer 3         | 10.7                     |

**Requirement:** *There shall be no loss of serviceability. Each of the extendible elements shall meet the pull force requirements of Section 20.*

|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|--|



## 2. Distributed Functional Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.3.

### Notes:

- Temperature / humidity 73° F / 46 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- The load was applied for 60 minutes.
- A drawer was opened for the duration of the test.
- See Photo 2 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-----------------|-------------|----------------------------|
| 1               | 79 lbs.         | 60 min      | No loss of serviceability. |

## 2. Distributed Functional Load Test (continued):

### Pull Force:

| <u>Specimen</u> | <u>Component</u> | <u>Pull Force (lbs.)</u> |
|-----------------|------------------|--------------------------|
| 1               | Drawer 1         | 8.9                      |
|                 | Drawer 2         | 9.4                      |
|                 | Drawer 3         | 10.4                     |

**Requirement:** *There shall be no loss of serviceability. Each of the extendible elements shall meet the pull force requirements of Section 20.*

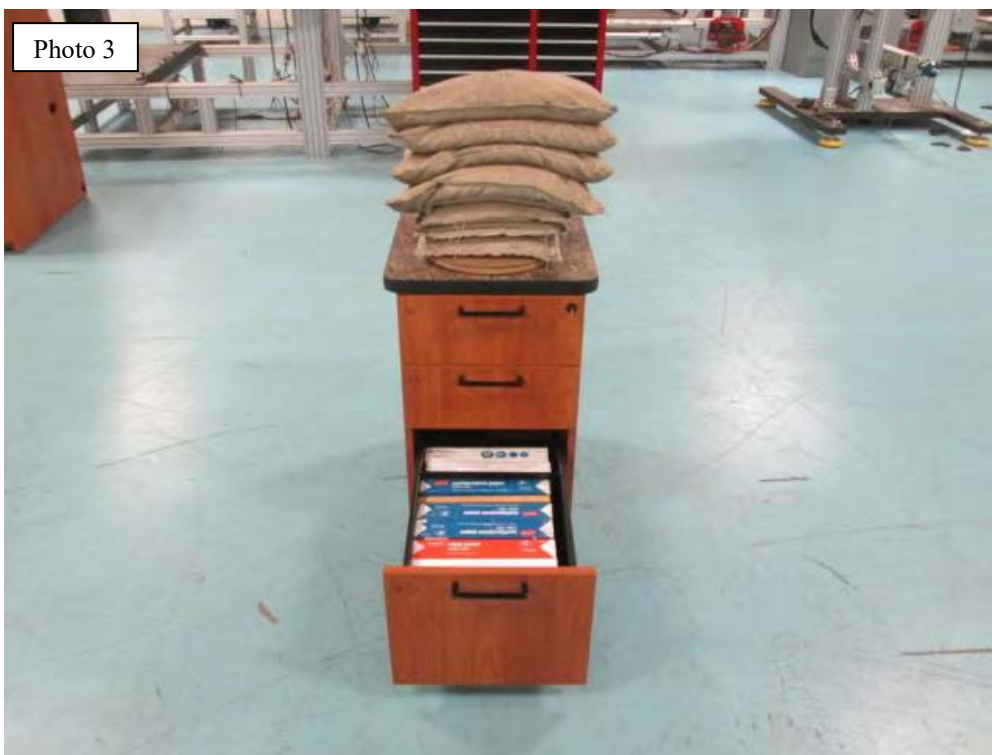
|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|--|

### 3. Concentrated Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.4.

#### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All drawers were loaded with the functional loads as calculated on page 2.
- A 300 lbs. load was applied through a 12" disc.
- A drawer was opened for the duration of the test.
- See Photo 3 for setup.



| <u>Specimen</u> | <u>Proof Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-------------------|-------------|---|
| 1               | 300 lbs.          | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|---|

#### 4. Distributed Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.5.

##### Notes:

- Temperature / humidity 73° F / 52 RH%.
- All drawers were loaded with the functional loads as calculated on page 2.
- The load was applied for 15 minutes.
- A drawer was opened for the duration of the test.
- See Photo 4 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-----------------|-------------|---|
| 1               | 119 lbs.        | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|---|

## 5. Extendible Element Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.6.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All drawers were loaded with the functional loads as calculated on page 2.
- The proof load was then applied to the largest drawer.
- The drawer spent 15 minutes closed, and 15 minutes open while loaded with the proof load.
- See Photo 5 for setup.



| <u>Specimen</u> | <u>Drawer</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|---------------|-------------|---|
| 1               | Closed        | 15 min.     | No sudden and major change in structural integrity. |
|                 | Open          | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Digital scale (117381), Digital level (117596) |
|------------|---|



## 6. Leg/Glide Assembly Strength Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 5.

### Notes:

- Temperature / humidity 72° F / 51 RH%.
- Unit weight: 94 lbs.
- Based on the unit weight the loads used were as follows:

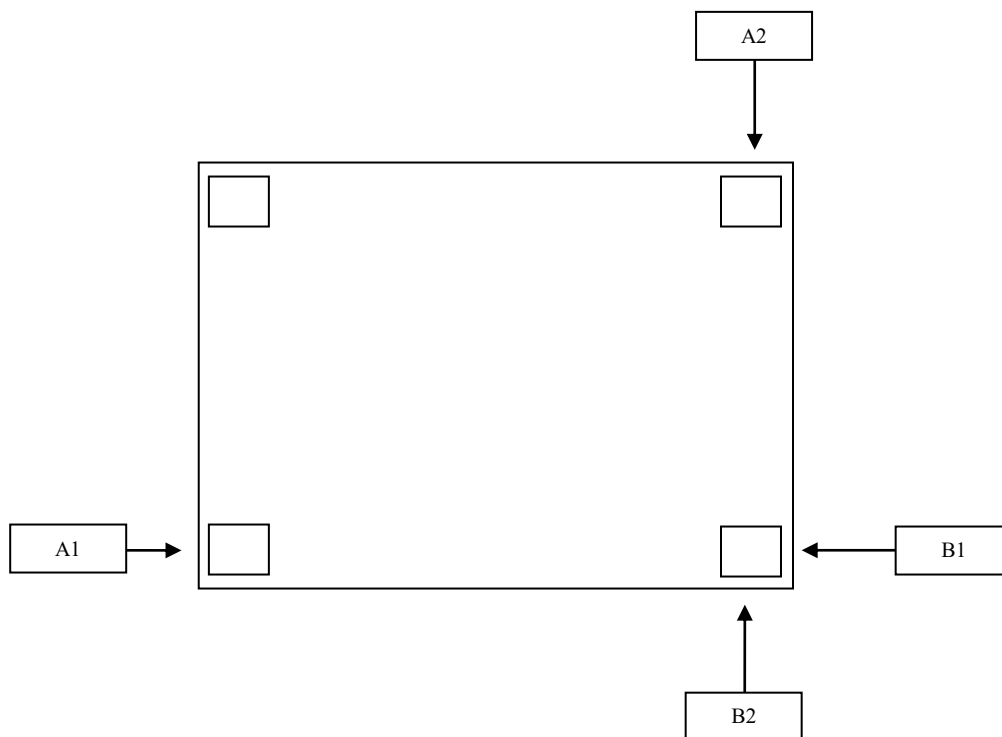
Functional A = 97 lbs.

Functional B = 49 lbs.

Proof A = 146 lbs.

Proof B = 73 lbs.

- Loads were applied at the highest point that did not cause tipping.
- A 0.25" metal obstruction was placed around the glide in order to prevent the unit from moving while the loads were being applied.
- See diagram below for load directions and Photo 6 for setup.



## 6. Leg/Glide Assembly Strength Test (continued):



| <u>Specimen</u> | <u>Load</u> | <u>Direction</u> | <u>Observations</u>                                 |
|-----------------|-------------|------------------|---|
| 1               | 97          | A1               | No loss of serviceability.                          |
|                 | 97          | A2               | No loss of serviceability.                          |
|                 | 49          | B1               | No loss of serviceability.                          |
|                 | 49          | B2               | No loss of serviceability.                          |
|                 | 146         | A1               | No sudden and major change in structural integrity. |
|                 | 146         | A2               | No sudden and major change in structural integrity. |
|                 | 73          | B1               | No sudden and major change in structural integrity. |
|                 | 73          | B2               | No sudden and major change in structural integrity. |

### **Requirement:**

*Functional Load: No loss of serviceability shall occur as a result of the application of the functional loads. After the application of the functional loads, each extendible element or door shall meet the pull force requirements of Section 20.*

*Proof Load: Application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |  |
|------------|--|
| Equipment: | Force gage (118027), Tape measure (117768), Scale (117381), Digital Level (117596) |
|------------|--|



## 7. Top Load Ease Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 7.1.

### Notes:

- Temperature / humidity 73 - 76° F / 47 - 48 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- A 200 lb. load was applied through a 16" bag positioned 1" from the front edge centered side to side.
- The load was removed and reapplied without impact once per cycle.
- Test was performed for 10,000 cycles at 16 CPM.
- See Photo 7 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 0             | Begin Test.                |
|                 | 10,000        | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Upon completion of the cycling test, the extendible element(s) shall meet the pull force requirements of Section 20.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381),<br>Test machine (117792), Digital level (117596) |
|------------|---|

## 8. Rebound Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 12.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- The drawer was loaded with the functional load as calculated on page 2.
- A spring force gage was positioned 2" from the center of the top drawer face.
- Drawer was pulled back against the gage to a force of 37 lbs. and then released with the at rest position recorded.
- See Photo 8 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Rebound Positions (in.)</u> | <u>Pull Force (lbs.)</u> |
|-----------------|---------------|--------------------------------|--------------------------|
| 1               | 0             |                                | 9.4                      |
|                 | 1             | 0.0"                           |                          |
|                 | 2             | 0.0"                           |                          |
|                 | 3             | 0.0"                           |                          |
|                 | 4             | 0.0"                           |                          |
|                 | 5             | 0.0"                           |                          |

**Requirement:** Before performing the Rebound Test, the extendible element shall meet the pull force requirements of Section 20. The rebound position of the extendible element shall not exceed 38 mm (1.5 in.) from its closed position after each of five closings.

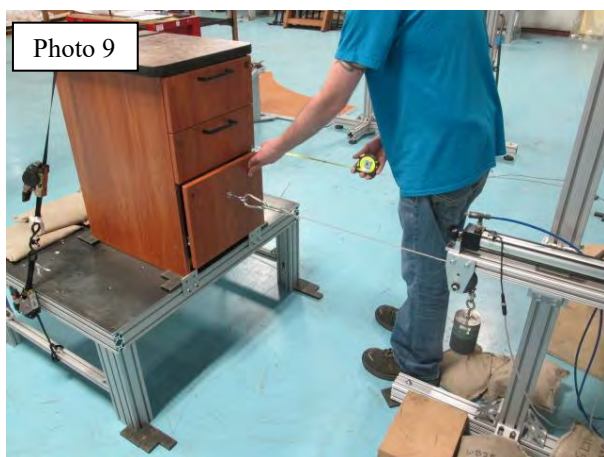
|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117768), Spring force gage (117344), Digital scale (117381), Digital Level (117596) |
|------------|--|

## 9. Extendible Element Retention Impact and Durability (Out Stop) Tests:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 13.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Drawer was loaded with the functional load as calculated on page 2.
- Test consisted of 5 cycles with the drawer traveling from 1.5" from fully closed to full extension with the test weight restrained at 80% of full extension then 15,000 cycles with the drawer traveling from 2" from fully opened to full extension with the weight unrestrained.
- Test rate: 12 CPM.
- See Photos 9 and 10 for setups.



| <u>Specimen</u> | <u>Cycles</u> | <u>Test Weight</u> | <u>Pull Force</u> | <u>Observations</u>                  |
|-----------------|---------------|--------------------|-------------------|--------------------------------------|
| 1               | 0             | 9.7 lbs.           | 8.9 lbs.          | Test begun with weight restrained.   |
|                 | 5             |                    |                   | No loss of serviceability.           |
|                 | 0             |                    |                   | Test begun with weight unrestrained. |
|                 | 15,000        |                    | 9.4 lbs.          | No loss of serviceability.           |

**Requirement:** After performing the Out Stop Test, the extendible element shall meet the pull force requirements of Section 20. There shall be no loss of serviceability.

|            |   |
|------------|---|
| Equipment: | Force gage (117390), Tape measure (117768), Test machine (117798), Scale (117381), Stopwatch (126980), Digital Level (117596) |
|------------|---|

## 10. Force Test for Extendible Element Locks:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.2.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Each drawer was tested unloaded, then loaded with functional loads as calculated on page 2.
- A 50 lb. outward force was applied perpendicular to the drawer front and then 30-degrees up from perpendicular.
- See Photo 11 for setup.





# 10. Force Test for Extendible Element Locks:

| Specimen | Drawer | Load    | Direction | Force   | Observations            |
|----------|--------|---------|-----------|---------|-------------------------|
| 1        | 1      | 0       | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 18 lbs. | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 0       | 30° up    | 50 lbs. | Drawer remained closed. |
|          |        | 18 lbs. | 30° up    | 50 lbs. | Drawer remained closed. |
|          | 2      | 0       | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 20 lbs. | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 0       | 30° up    | 50 lbs. | Drawer remained closed. |
|          |        | 20 lbs. | 30° up    | 50 lbs. | Drawer remained closed. |
|          | 3      | 0       | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 37 lbs. | Out       | 50 lbs. | Drawer remained closed. |
|          |        | 0       | 30° up    | 50 lbs. | Drawer remained closed. |
|          |        | 37 lbs. | 30° up    | 50 lbs. | Drawer remained closed. |

**Requirement:** *The extendible elements shall remain in the normal locked position during application of the forces. There shall be loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Force gage (117390), Tape measure (117768), Scale (117381),<br>Digital Level (117596) |
|------------|---|

## 11. Locking Mechanism Cycle Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.4.

### Notes

- Temperature / humidity 73° F / 51 - 53 RH%.
- The locking mechanism was cycled from the locked position to the unlocked position and back once per cycle.
- Test rate: 15 CPM.
- See Photo 12 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 0             | Test begun.                |
|                 | 5,000         | No loss of serviceability. |

**Requirement:** *There shall be loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Test machine (117760), Stopwatch (126980) |
|------------|---|



## 12. Cycle Test for Extendible Elements Deeper Than Wide That Do Not Swivel:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 15.2.

### Notes:

- Temperature / humidity 72 - 74° F / 44 - 54 RH%.
- The drawer was loaded with the functional load as calculated on page 2.
- The drawer was tested at the center of the pull area for 50,000 cycles.
- Drawer was cycled from fully closed to fully open and back once per cycle.
- Test rate: 8 CPM.
- See Photo 13 for setup.



| <u>Specimen</u> | <u>Location</u> | <u>Cycles</u> | <u>Observations</u>  |
|-----------------|-----------------|---------------|--|
| 1               | Center          | 0             | Test begun.<br>Pre-test pull force = 10.6 lbs.                 |
|                 |                 | 50,000        | No loss of serviceability.<br>Post-test pull force = 10.8 lbs. |

**Requirement:** *There shall be loss of serviceability. Before and after the cycle test, the extendible element(s) shall meet the pull force requirements of Section 20. After the cycle test, the extendible elements, if applicable shall meet the interlock test requirements of Section 16. If the unit is equipped with a stabilizing device, it may be necessary to reevaluate the stability of the unit per Section 9.4 to determine if the unit performs adequately.*

|            |   |
|------------|---|
| Equipment: | Test machine (117777), Force gage (117390), Tape measure (117768), Scale (117381), Stopwatch (126980), Digital level (117596) |
|------------|---|

### 13. Pull Force Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 20.

#### Notes:

- Temperature / humidity 73° F / 46 RH%
- All components were loaded with the functional load as calculated on page 2.
- Force measured to pull each drawer from fully closed to fully open.
- See Photo 14 for setup.



| <u>Specimen</u> | <u>Component</u> | <u>Pull Force (lbs.)</u> |
|-----------------|------------------|--------------------------|
| 1               | Drawer 1         | 9.7                      |
|                 | Drawer 2         | 9.4                      |
|                 | Drawer 3         | 10.7                     |

**Requirement:** The applied force shall not exceed 50 N (11.2 lbf.).

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Force gage (117390), Scale (117381),<br>Digital level (117596) |
|------------|---|

Written by: Ron Day – Project Coordinator II  
Reviewed by: Dan Kolean – Lab Manager – Holland, MI  
Approved by: Dan Kolean – Lab Manager – Holland, MI

Version 1.0

|                            |   |
|----------------------------|---|
| Requester:                 | Xybix Systems Inc.<br>8207 Southpark Cir<br>Littleton, CO 80120 |
| Contact Name:              | Troy Parson   |
| Dates Tested:              | 03/01/16 to 03/16/16  |
| Date Submitted:            | 03/17/16  |
| Technician:                | Ron Day   |
| UL Order / Project Number: | 1101135979 / 4787348470   |

**Scope:** To test the CPU Cabinet with Flip Top Hinge, manufactured by Xybix Systems Inc., by subjecting it to the following tests:

**Requested Tests:**

| <u>Test Name</u>   | <u>Requirement</u>                 |
|--|------------------------------------|
| Concentrated Functional Load Test  | ANSI/BIFMA X5.9-2012, Section 4.2  |
| Distributed Functional Load Test   | ANSI/BIFMA X5.9-2012, Section 4.3  |
| Concentrated Proof Load Test   | ANSI/BIFMA X5.9-2012, Section 4.4  |
| Distributed Proof Load Test  | ANSI/BIFMA X5.9-2012, Section 4.5  |
| Leg/Glide Assembly Strength Test   | ANSI/BIFMA X5.9-2012, Section 5    |
| Racking Resistance Test  | ANSI/BIFMA X5.9-2012, Section 6    |
| Top Load Ease Test - Cyclic  | ANSI/BIFMA X5.9-2012, Section 7.1  |
| Storage Unit Drop Test   | ANSI/BIFMA X5.9-2012, Section 10   |
| Force Test for Door Locks  | ANSI/BIFMA X5.9-2012, Section 14.3 |
| Locking Mechanism Cycle Test   | ANSI/BIFMA X5.9-2012, Section 14.4 |
| Strength Test for Vertically Hinged, Bi-Fold Doors and Vertically Receding Doors | ANSI/BIFMA X5.9-2012, Section 17.2 |
| Wear and Fatigue Test for Hinged, Horizontally Sliding, and Tambour Doors        | ANSI/BIFMA X5.9-2012, Section 17.6 |
| Pull Force Test  | ANSI/BIFMA X5.9-2012, Section 20   |

**Product Description:**

| <u>Specimen</u> | <u>UL ID</u> | <u>Description</u>                          | <u>Supplier</u>    |
|-----------------|--------------|---|--------------------|
| 1               | 170977       | CPU Cabinet w Flip Top Hinge – P/N 15492-FT | Xybix Systems Inc. |

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## Summary:

| <u>Test Name</u>   | <u>Results</u> |
|--|----------------|
| Concentrated Functional Load Test  | Passed         |
| Distributed Functional Load Test   | Passed         |
| Concentrated Proof Load Test   | Passed         |
| Distributed Proof Load Test  | Passed         |
| Leg/Glide Assembly Strength Test   | Passed         |
| Racking Resistance Test  | Passed         |
| Top Load Ease Test - Cyclic  | Passed         |
| Storage Unit Drop Test   | Passed         |
| Force Test for Door Locks  | Passed         |
| Locking Mechanism Cycle Test   | Passed         |
| Strength Test for Vertically Hinged, Bi-Fold Doors and Vertically Receding Doors | Passed         |
| Wear and Fatigue Test for Hinged, Horizontally Sliding, and Tambour Doors        | Passed         |
| Pull Force Test  | Passed         |

## Load Calculations:

| <u>Specimen</u> | <u>Component</u>  | <u>Calculation</u>                               | <u>Load</u> |
|-----------------|-------------------|--|-------------|
| 1               | <b>Functional</b> |  |             |
|                 | Unit Top          | $(48"w \times 35.625"d) \times 0.2$              | 342 lbs.    |
|                 | Shelf 1           | $(46"w \times 8"d \times 2.75"h) \times 0.017$   | 17 lbs.     |
|                 | Unit Bottom       | $(46"w \times 20.75"d \times 18"h) \times 0.017$ | 292 lbs.    |
|                 | <b>Proof</b>      |  |             |
|                 | Unit Top          | $(48"w \times 35.625"d) \times 0.3$              | 513 lbs.    |
|                 | Shelf 1           | $(46"w \times 8"d \times 2.75"h) \times 0.026$   | 26 lbs.     |
|                 | Unit Bottom       | $(46"w \times 20.75"d \times 18"h) \times 0.026$ | 447 lbs.    |

## Test Results:

### 1. Concentrated Functional Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.2.

#### Notes:

- Temperature / humidity 73° F / 52 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- A 200 lb. load was applied through a 12" disc.
- The load was applied for 60 minutes.
- See Photo 1 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-----------------|-------------|----------------------------|
| 1               | 200 lbs.        | 60 min      | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Each of the extendible elements shall meet the pull force requirements of Section 20.*

|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|--|







### 3. Concentrated Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.4.

#### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All components were loaded with the proof loads as calculated on page 2.
- A 300 lbs. load was applied through a 12" disc.
- See Photo 3 for setup.



| <u>Specimen</u> | <u>Proof Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-------------------|-------------|---|
| 1               | 300 lbs.          | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|---|

#### 4. Distributed Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.5.

##### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All components were loaded with the proof loads as calculated on page 2.
- The load was applied for 15 minutes.
- See Photo 4 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-----------------|-------------|---|
| 1               | 513 lbs.        | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|---|

## 5. Leg/Glide Assembly Strength Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 5.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Unit weight: 177 lbs.
- Based on the unit weight the maximum loads were used and were as follows:

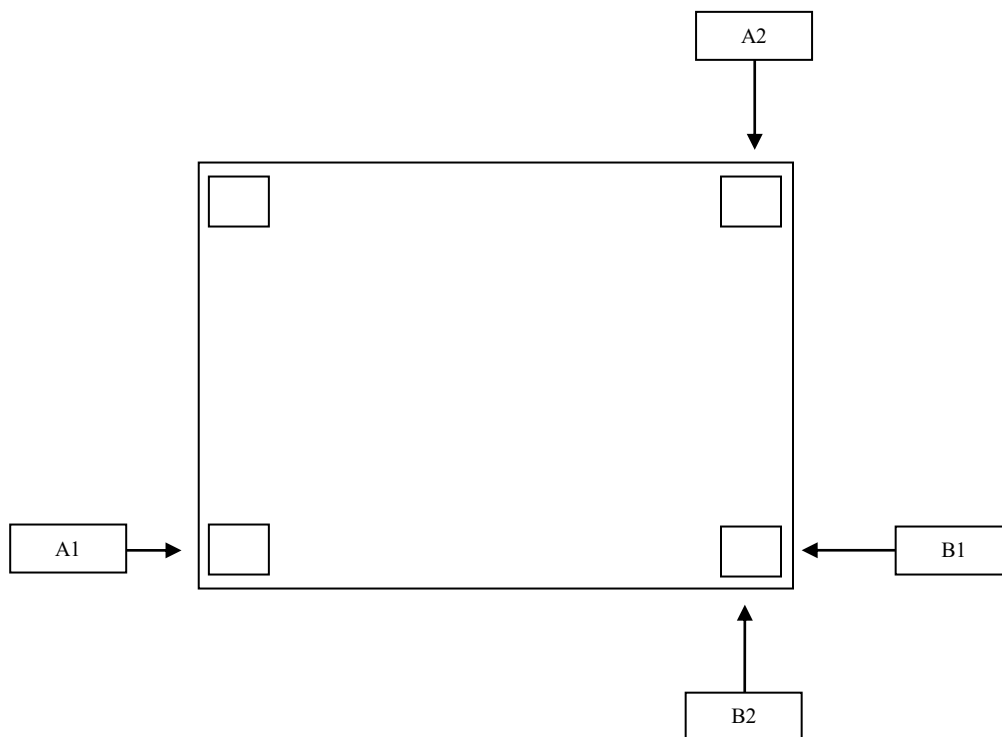
Functional A = 100 lbs.

Functional B = 50 lbs.

Proof A = 150 lbs.

Proof B = 75 lbs.

- Loads were applied at the highest point that did not cause tipping.
- A 0.25" metal obstruction was placed around the glide in order to prevent the unit from moving while the loads were being applied.
- See diagram below for load directions and Photo 5 for setup.



## 5. Leg/Glide Assembly Strength Test (continued):



| Specimen | Load | Direction | Observations  |
|----------|------|-----------|---|
| 1        | 100  | A1        | No loss of serviceability.                          |
|          | 100  | A2        | No loss of serviceability.                          |
|          | 50   | B1        | No loss of serviceability.                          |
|          | 50   | B2        | No loss of serviceability.                          |
|          | 150  | A1        | No sudden and major change in structural integrity. |
|          | 150  | A2        | No sudden and major change in structural integrity. |
|          | 75   | B1        | No sudden and major change in structural integrity. |
|          | 75   | B2        | No sudden and major change in structural integrity. |

### Requirement:

*Functional Load: No loss of serviceability shall occur as a result of the application of the functional loads. After the application of the functional loads, each extendible element or door shall meet the pull force requirements of Section 20.*

*Proof Load: Application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |  |
|------------|--|
| Equipment: | Force gage (118027), Tape measure (117768), Scale (117381), Digital Level (117596) |
|------------|--|

## 6. Racking Resistance Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 6.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Each corner of the unit was supported on a 6" x 6"x 1" steel block.
- The unit components were loaded with the functional load as calculated on page 2.
- Two 50 lb. loads were applied to the opposite corners of the unit top through 9"x 9" wooden squares.
- The steel support blocks were removed under each of the loaded corners for 60 minutes.
- See Photo 6 for setup.



| Specimen | Time    | Observations               |
|----------|---------|----------------------------|
| 1        | 60 min. | No loss of serviceability. |

**Requirement:** The storage unit shall have no loss of serviceability. All extendible elements shall be tested to and meet the pull force test as defined in Section 20.

|            |   |
|------------|---|
| Equipment: | Stopwatch (126980), Tape measure (117768), Digital scale (117381) |
|------------|---|



## 7. Top Load Ease Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 7.1.

### Notes:

- Temperature / humidity 73 - 74° F / 51 - 53 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- A 200 lb. load was applied through a 16" bag positioned 1" from the front edge centered side to side.
- The load was removed and reapplied without impact once per cycle.
- Test was performed for 10,000 cycles at 15 CPM.
- See Photo 7 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 0             | Begin Test.                |
|                 | 10,000        | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Upon completion of the cycling test, the extendible element(s) shall meet the pull force requirements of Section 20.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381),<br>Test machine (118040), Digital level (117596) |
|------------|---|



## 8. Storage Unit Drop Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 10.

### Notes:

- Temperature / humidity 72° F / 51 RH%.
- Unit weight: 177 lbs.
- The end of the unit was raised to the appropriate height and allowed to free-fall to the floor.
- Test was then repeated on the other end of the unit.
- See Photo 8 for setup.



| Specimen | End   | Height (in.) | Observations               |
|----------|-------|--------------|----------------------------|
| 1        | Left  | 4.7          | No loss of serviceability. |
|          | Right | 4.7          | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. All extendible elements shall meet the pull force test requirements in Section 20.*

|            |   |
|------------|---|
| Equipment: | Digital scale (117381), Tape measure (117768), Digital level (117596) |
|------------|---|

## 9. Force Test for Door Locks:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.3.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- The door was locked and a 50 lb. force was applied to the center of the pull area.
- The loads were removed, and test was performed again.
- See Photo 9 for setup.



| <u>Specimen</u> | <u>Door</u> | <u>Load</u> | <u>Force (lbs.)</u> | <u>Observations</u>   |
|-----------------|-------------|-------------|---------------------|---|
| 1               | Left        | Loaded      | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
|                 |             | Unloaded    | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
| 1               | Right       | Loaded      | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
|                 |             | Unloaded    | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |

**Requirement:** *The doors shall remain in the normal locked position during application of the forces. There shall be no loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Force gage (117390), Digital level (117596),<br>Digital scale (117381) |
|------------|---|

## 10. Locking Mechanism Cycle Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.4.

### Notes

- Temperature / humidity 73 - 74° F / 49 - 54 RH%.
- The locking mechanism was cycled from the locked position to the unlocked position and back once per cycle.
- Test rate: 15 CPM.
- See Photo 10 for setup.



| Specimen | Cycles | Observations               |
|----------|--------|----------------------------|
| 1        | 0      | Test begun.                |
|          | 5,000  | No loss of serviceability. |

**Requirement:** *There shall be loss of serviceability of the locking mechanism.*

|            |  |
|------------|--|
| Equipment: | Test machine (117760), Stopwatch (26980) |
|------------|--|

## 11. Strength Test for Vertically Hinged Doors, Bi-fold Doors & Vertically Receding Doors:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 17.2.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Door load: 44 lbs.
- A 44 lb. load was suspended from the door with the weight equally distributed on both sides of the door and so that its center of gravity acted 4 inches in from the edge of the door opposite the hinge.
- The door was then cycled 10 times from a position 45 degrees from fully closed to a position 10 degrees from fully open (but not more than 135 degrees) and then returned.
- See Photo11 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 10            | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability to the unit.*

|            |  |
|------------|--|
| Equipment: | Digital scale (117381), Tape measure (117768), Blade protractor (117377), Digital level (117596) |
|------------|--|



## 12. Wear and Fatigue Tests for Hinged, Horizontally Sliding and Tambour Doors:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 17.6.

### Notes:

- Temperature / humidity 72 - 73° F / 44 - 53 RH%.
- The door was cycled from a position up to 10° from fully closed to a position 10° from fully open and returned, not to exceed a maximum swing angle of 90°.
- The door was tested for a total of 20,000 cycles.
- Test rate: 8 CPM.
- See Photo 12 for setup.



| <u>Specimen</u> | <u>Location</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|-----------------|---------------|----------------------------|
| 1               | Center          | 0             | Begin test.                |
|                 |                 | 20,000        | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability to the unit or its components.*

|            |   |
|------------|---|
| Equipment: | Test machine (117796), Tape measure (117768), Stopwatch (126980), Digital protractor (117377), Digital level (117596) |
|------------|---|

### 13. Pull Force Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 20.

#### Notes:

- Temperature / humidity 73° F / 51 RH%
- All components were loaded with the functional load as calculated on page 2.
- Force measured to pull each door from fully closed to fully open.
- See Photo 13 for setup.



| <u>Specimen</u> | <u>Component</u> | <u>Pull Force (lbs.)</u> |
|-----------------|------------------|--------------------------|
| 1               | Door 1           | 1.3                      |
|                 | Door 2           | 1.4                      |

**Requirement:** The applied force shall not exceed 50 N (11.2 lbf.).

|            |  |
|------------|--|
| Equipment: | Tape measure (117768), Force gage (117390), Scale (117381), Digital level (117596) |
|------------|--|

Written by: Ron Day – Project Coordinator II  
Reviewed by: Dan Kolean – Lab Manager – Holland, MI  
Approved by: Dan Kolean – Lab Manager – Holland, MI

Version 1.0



|                            |   |
|----------------------------|---|
| Requester:                 | Xybix Systems Inc.<br>8207 Southpark Cir<br>Littleton, CO 80120 |
| Contact Name:              | Troy Parson   |
| Dates Tested:              | 03/01/16 to 03/21/16  |
| Date Submitted:            | 03/21/16  |
| Technician:                | Ron Day   |
| UL Order / Project Number: | 11168572 / 4787348473   |

**Scope:** To test the Ergo Access Tech Tower, manufactured by Xybix Systems Inc., by subjecting it to the following tests:

**Requested Tests:**

| <u>Test Name</u>   | <u>Requirement</u>                 |
|--|------------------------------------|
| Distributed Functional Load Test   | ANSI/BIFMA X5.9-2012, Section 4.3  |
| Distributed Proof Load Test  | ANSI/BIFMA X5.9-2012, Section 4.5  |
| Leg/Glide Assembly Strength Test   | ANSI/BIFMA X5.9-2012, Section 5    |
| Racking Resistance Test  | ANSI/BIFMA X5.9-2012, Section 6    |
| Horizontal Force Stability for Tall Storage Units                                | ANSI/BIFMA X5.9-2012, Section 9.2  |
| Vertical Force Stability Test for Storage Units                                  | ANSI/BIFMA X5.9-2012, Section 9.6  |
| Storage Unit Drop Test   | ANSI/BIFMA X5.9-2012, Section 10   |
| Force Test for Door Locks  | ANSI/BIFMA X5.9-2012, Section 14.3 |
| Locking Mechanism Cycle Test   | ANSI/BIFMA X5.9-2012, Section 14.4 |
| Strength Test for Vertically Hinged, Bi-Fold Doors and Vertically Receding Doors | ANSI/BIFMA X5.9-2012, Section 17.2 |
| Wear and Fatigue Test for Hinged, Horizontally Sliding, and Tambour Doors        | ANSI/BIFMA X5.9-2012, Section 17.6 |
| Pull Force Test  | ANSI/BIFMA X5.9-2012, Section 20   |

**Product Description:**

| <u>Specimen</u> | <u>UL ID</u> | <u>Description</u>                    | <u>Supplier</u>    |
|-----------------|--------------|---------------------------------------|--------------------|
| 1               | 170967       | Ergo Access Tech Tower<br>P/N # 15520 | Xybix Systems Inc. |

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## Summary:

| <u>Test Name</u>   | <u>Results</u> |
|--|----------------|
| Distributed Functional Load Test   | Passed         |
| Distributed Proof Load Test  | Passed         |
| Leg/Glide Assembly Strength Test   | Passed         |
| Racking Resistance Test  | Passed         |
| Horizontal Force Stability for Tall Storage Units                                | Passed         |
| Vertical Force Stability Test for Storage Units                                  | Passed         |
| Storage Unit Drop Test   | Passed         |
| Force Test for Door Locks  | Passed         |
| Locking Mechanism Cycle Test   | Passed         |
| Strength Test for Vertically Hinged, Bi-Fold Doors and Vertically Receding Doors | Passed         |
| Wear and Fatigue Test for Hinged, Horizontally Sliding, and Tambour Doors        | Passed         |
| Pull Force Test  | Passed         |

## Load Calculations:

| <u>Specimen</u> | <u>Component</u>  | <u>Calculation</u>                                    | <u>Load</u> |
|-----------------|-------------------|---|-------------|
| 1               | <b>Functional</b> |   |             |
|                 | Unit Top          | $(17.625"w \times 36"d) \times 0.2$                   | 127 lbs.    |
|                 | Shelf 1           | $(16"w \times 19.875"d \times 12"h) \times 0.017$     | 65 lbs.     |
|                 | Unit Bottom       | $(15.875"w \times 23.625"d \times 18"h) \times 0.017$ | 115 lbs.    |
|                 | <b>Proof</b>      |   |             |
|                 | Unit Top          | $(17.625"w \times 36"d) \times 0.3$                   | 190 lbs.    |
|                 | Shelf 1           | $(16"w \times 19.875"d \times 12"h) \times 0.026$     | 99 lbs.     |
|                 | Unit Bottom       | $(15.875"w \times 23.625"d \times 18"h) \times 0.026$ | 176 lbs.    |

## Test Results:

### 1. Distributed Functional Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.3.

#### Notes:

- Temperature / humidity 73° F / 53 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- The load was applied for 60 minutes.
- See Photo 1 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-----------------|-------------|----------------------------|
| 1               | 127 lbs.        | 60 min      | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Each of the extendible elements shall meet the pull force requirements of Section 20.*

|            |  |
|------------|--|
| Equipment: | Force gage (117390), Tape measure (117768), Stopwatch (126980), Scale (117381), Digital level (117596) |
|------------|--|

## 2. Distributed Proof Load Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 4.5.

### Notes:

- Temperature / humidity 73° F / 52 RH%.
- All components were loaded with the proof loads as calculated on page 2.
- The load was applied for 15 minutes.
- See Photo 2 for setup.



| <u>Specimen</u> | <u>Top Load</u> | <u>Time</u> | <u>Observations</u>                                 |
|-----------------|-----------------|-------------|---|
| 1               | 190 lbs.        | 15 min.     | No sudden and major change in structural integrity. |

**Requirement:** *The application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |  |
|------------|--|
| Equipment: | Tape measure (117768), Stopwatch (126980), Scale (117381),<br>Digital level (117596) |
|------------|--|

### 3. Leg/Glide Assembly Strength Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 5.

#### Notes:

- Temperature / humidity 72° F / 51 RH%.
- Unit weight: 144 lbs.
- Based on the unit weight the maximum loads were used and were as follows:

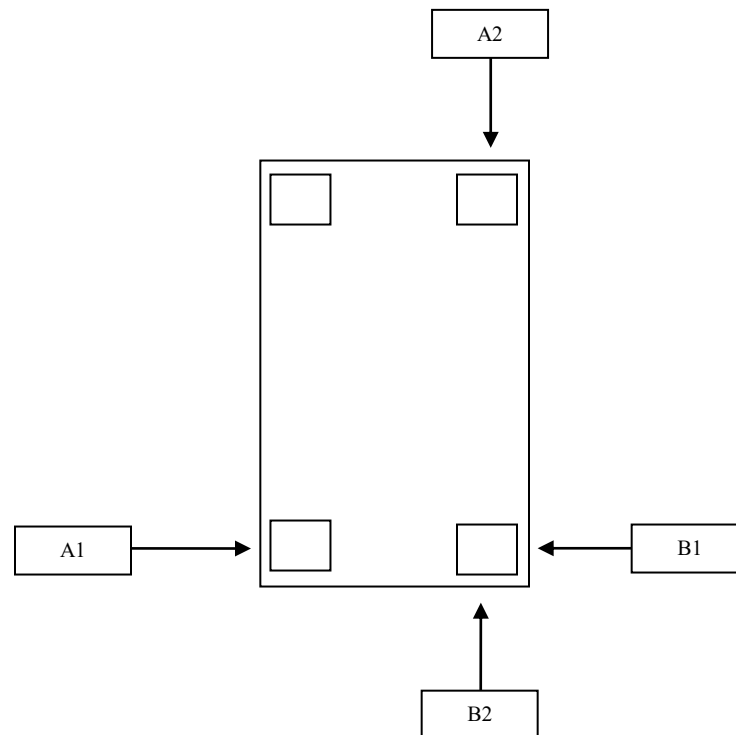
Functional A = 100 lbs.

Functional B = 50 lbs.

Proof A = 150 lbs.

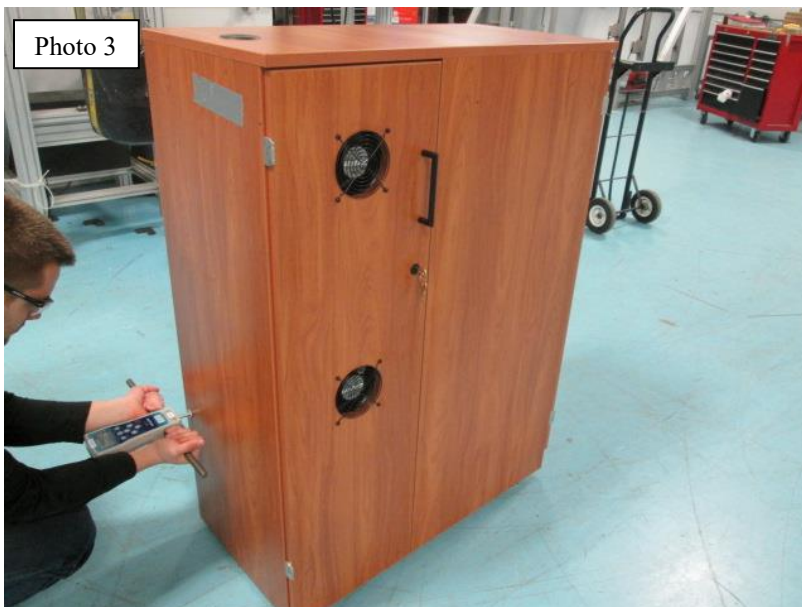
Proof B = 75 lbs.

- Loads were applied at the highest point that did not cause tipping.
- A 0.25" metal obstruction was placed around the glide in order to prevent the unit from moving while the loads were being applied.
- See diagram below for load directions and Photo 3 for setup.





### 3. Leg/Glide Assembly Strength Test (continued):



| <u>Specimen</u> | <u>Load</u> | <u>Direction</u> | <u>Observations</u>                                 |
|-----------------|-------------|------------------|---|
| 1               | 100         | A1               | No loss of serviceability.                          |
|                 | 100         | A2               | No loss of serviceability.                          |
|                 | 50          | B1               | No loss of serviceability.                          |
|                 | 50          | B2               | No loss of serviceability.                          |
|                 | 150         | A1               | No sudden and major change in structural integrity. |
|                 | 150         | A2               | No sudden and major change in structural integrity. |
|                 | 75          | B1               | No sudden and major change in structural integrity. |
|                 | 75          | B2               | No sudden and major change in structural integrity. |

#### **Requirement:**

*Functional Load: No loss of serviceability shall occur as a result of the application of the functional loads. After the application of the functional loads, each extendible element or door shall meet the pull force requirements of Section 20.*

*Proof Load: Application of the proof loads shall cause no sudden and major change in the structural integrity of the storage unit or its components. Loss of serviceability is acceptable.*

|            |  |
|------------|--|
| Equipment: | Force gage (118027), Tape measure (117768), Scale (117381), Digital Level (117596) |
|------------|--|

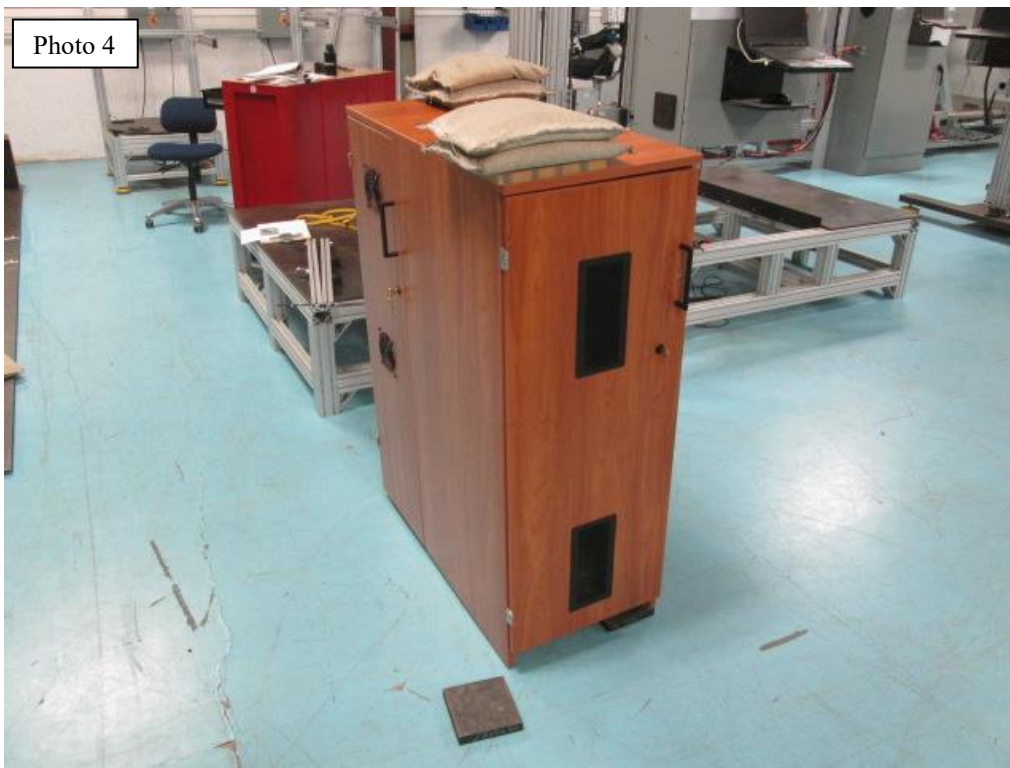


#### 4. Racking Resistance Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 6.

##### Notes:

- Temperature / humidity 73° F / 50 RH%.
- Each corner of the unit was supported on a 6" x 6"x 1" steel block.
- The unit components were loaded with the functional load as calculated on page 2.
- Two 50 lb. loads were applied to the opposite corners of the unit top through 9"x 9" wooden squares.
- The steel support blocks were removed under each of the loaded corners for 60 minutes.
- See Photo 4 for setup.



| <u>Specimen</u> | <u>Time</u> | <u>Observations</u>        |
|-----------------|-------------|----------------------------|
| 1               | 60 min.     | No loss of serviceability. |

**Requirement:** *The storage unit shall have no loss of serviceability. All extendible elements shall be tested to and meet the pull force test as defined in Section 20.*

|            |   |
|------------|---|
| Equipment: | Stopwatch (126980), Tape measure (117768), Digital scale (117381) |
|------------|---|

## 5. Horizontal Force Stability Test for Tall Storage Units:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.2.

### Notes:

- Temperature / humidity 73° F / 51 RH%
- A load of 2 lbs. per inch of width was placed on the unit bottom (15.875" x 2 = 32 lbs.).
- A force was applied through an 8" diameter disc centered 54" up from the floor at the following locations:
  - A) Left side of the front of the unit
  - B) Right side of the front of the unit
  - C) Left side of the rear of the unit
  - D) Right side of the rear of the unit
  - E) Left side of the unit
  - F) Right side of the unit
- The force was applied until 40 lbs. or 10° of tip was achieved.
- See Photo 5 for setup.



**5. Horizontal Force Stability Test for Tall Storage Units (continued):**

| <u>Specimen</u> | <u>Location</u> | <u>Force (lbs.)</u> | <u>Angle (°)</u> | <u>Observations</u>    |
|-----------------|-----------------|---------------------|------------------|------------------------|
| 1               | A               | 40.0                | N/A              | Unit did not tip over. |
|                 | B               | 40.0                | N/A              | Unit did not tip over. |
|                 | C               | 40.0                | N/A              | Unit did not tip over. |
|                 | D               | 40.0                | N/A              | Unit did not tip over. |
|                 | E               | N/A                 | 10°              | Unit did not tip over. |
|                 | F               | N/A                 | 10°              | Unit did not tip over. |

**Requirement:** *The unit shall not tip over, there shall be no loss of serviceability. Components shall not become totally separated from the storage unit. If the doors interfere with the unit tipping, the unit must meet the 10-degree tilt requirement with the doors in their closed position (during the C and D force applications).*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Scale (117381), Force gage (117390),<br>Digital level (117596) |
|------------|---|

## 6. Vertical Force Stability Test for Storage Units:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 9.6.

### Notes:

- Temperature / humidity 73° F / 51 RH%
- A load of 2 lbs. per inch of width was placed on the unit bottom (15.875" x 2 = 32 lbs.).
- A 50 lb. load was suspended on a vertical line 5 inches in front of the outermost edge of the unit top. The fixture used to apply the load was neutrally balanced so that it did not affect the stability of the unit.
- See Photo 6 for setup.



| <u>Specimen</u> | <u>Load</u> | <u>Observations</u>    |
|-----------------|-------------|------------------------|
| 1               | 50 lbs.     | Unit did not tip over. |

**Requirement:** The unit shall not tip over.

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Scale (117381), Digital level (117596) |
|------------|---|



## 7. Storage Unit Drop Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 10.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- Unit weight: 144 lbs.
- The end of the unit was raised to the appropriate height and allowed to free-fall to the floor.
- Test was then repeated on the other end of the unit.
- See Photo 7 for setup.



| Specimen | End   | Height (in.) | Observations               |
|----------|-------|--------------|----------------------------|
| 1        | Left  | 4.7          | No loss of serviceability. |
|          | Right | 4.7          | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. All extendible elements shall meet the pull force test requirements in Section 20.*

|            |   |
|------------|---|
| Equipment: | Digital scale (117381), Tape measure (117768), Digital level (117596) |
|------------|---|

## 8. Force Test for Door Locks:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.3.

### Notes:

- Temperature / humidity 73° F / 51 RH%.
- All components were loaded with the functional loads as calculated on page 2.
- The door was locked and a 50 lb. force was applied to the center of the pull area.
- The loads were removed, and test was performed again.
- See Photo 8 for setup.



| <u>Specimen</u> | <u>Door</u> | <u>Load</u> | <u>Force (lbs.)</u> | <u>Observations</u>   |
|-----------------|-------------|-------------|---------------------|---|
| 1               | Front       | Loaded      | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
|                 |             | Unloaded    | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
| 1               | Side        | Loaded      | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |
|                 |             | Unloaded    | 50 lbs.             | Door remained in the locked position.<br>No loss of serviceability. |

**Requirement:** *The doors shall remain in the normal locked position during application of the forces. There shall be no loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Tape measure (117768), Force gage (117390), Digital level (117596),<br>Digital scale (117381) |
|------------|---|



## 9. Locking Mechanism Cycle Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 14.4.

### Notes

- Temperature / humidity 72 - 73° F / 44 - 50 RH%.
- The locking mechanism was cycled from the locked position to the unlocked position and back once per cycle.
- Test rate: 15 CPM.
- See Photo 9 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 0             | Test begun.                |
|                 | 5,000         | No loss of serviceability. |

**Requirement:** *There shall be loss of serviceability of the locking mechanism.*

|            |   |
|------------|---|
| Equipment: | Test machine (117760), Stopwatch (126980) |
|------------|---|

## 10. Strength Test for Vertically Hinged Doors, Bi-fold Doors & Vertically Receding Doors:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 17.2.

### Notes:

- Temperature / humidity 73° F / 50 RH%.
- Door load: 44 lbs.
- A 44 lb. load was suspended from the door with the weight equally distributed on both sides of the door and so that its center of gravity acted 4 inches in from the edge of the door opposite the hinge.
- The door was then cycled 10 times from a position 45 degrees from fully closed to a position 10 degrees from fully open (but not more than 135 degrees) and then returned.
- See Photo10 for setup.



| <u>Specimen</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|---------------|----------------------------|
| 1               | 10            | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability to the unit.*

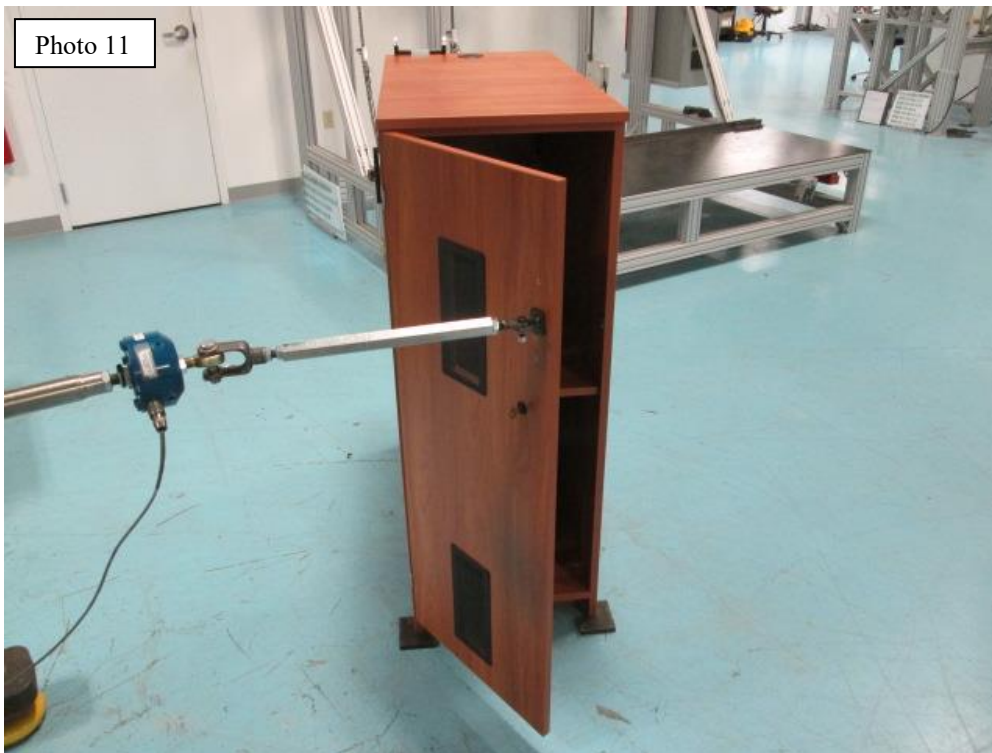
|            |  |
|------------|--|
| Equipment: | Digital scale (117381), Tape measure (117768), Blade protractor (117377), Digital level (117596) |
|------------|--|

## 11. Wear and Fatigue Tests for Hinged, Horizontally Sliding and Tambour Doors:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 17.6.

### Notes:

- Temperature / humidity 73 - 74° F / 49 - 54 RH%.
- The door was cycled from a position up to 10° from fully closed to a position 10° from fully open and returned, not to exceed a maximum swing angle of 90°.
- The door was tested for a total of 20,000 cycles.
- Test rate: 8 CPM.
- See Photo 11 for setup.



| <u>Specimen</u> | <u>Location</u> | <u>Cycles</u> | <u>Observations</u>        |
|-----------------|-----------------|---------------|----------------------------|
| 1               | Center          | 0             | Begin test.                |
|                 |                 | 20,000        | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability to the unit or its components.*

|            |   |
|------------|---|
| Equipment: | Test machine (117796), Tape measure (117768), Stopwatch (126980), Digital protractor (117377), Digital level (117596) |
|------------|---|

## 12. Pull Force Test:

Testing was performed per ANSI/BIFMA X5.9-2012, Section 20.

### Notes:

- Temperature / humidity 73° F / 51 RH%
- All components were loaded with the functional load as calculated on page 2.
- Force measured to pull each door from fully closed to fully open.
- See Photo 12 for setup.



| <u>Specimen</u> | <u>Component</u> | <u>Pull Force (lbs.)</u> |
|-----------------|------------------|--------------------------|
| 1               | Door 1 (Front)   | 1.2                      |
|                 | Door 2 (Side)    | 1.8                      |

**Requirement:** The applied force shall not exceed 50 N (11.2 lbf.).

|            |  |
|------------|--|
| Equipment: | Tape measure (117768), Force gage (117390), Scale (117381), Digital level (117596) |
|------------|--|

Written by: Ron Day – Project Coordinator II  
Reviewed by: Dan Kolean – Lab Manager – Holland, MI  
Approved by: Dan Kolean – Lab Manager – Holland, MI

Version 1.0



Test Request Number: AFT-02776

Page 1 of 7

|                        |   |
|------------------------|---|
| Requester:             | XYBIX Systems, Inc.<br>8207 SouthPark Circle<br>Littleton, Co 80120 |
| Contact Name / Number: | Toby Alonge (800) 788-2810  |
| Dates Tested:          | 03/24/15  |
| Date Submitted:        | 03/24/15  |
| Technician:            | Dan Baron   |
| Customer Request I.D.  | N/A   |

**Scope:** To evaluate a 4-Leg Adjustable Height Table manufactured by XYBIX Systems, Inc., by subjecting it to the following tests:

**Requested Tests:**

| <u>Test Name</u>                             | <u>Requirement</u>                |
|--|-----------------------------------|
| Stability Under Vertical Load Test           | ANSI/BIFMA X5.5-2014, Section 4.3 |
| Force Stability for Tall Desk/Table Products | ANSI/BIFMA X5.5-2014, Section 4.5 |
| Distributed Functional Load Test             | ANSI/BIFMA X5.5-2014, Section 5.3 |
| Distributed Proof Load Test                  | ANSI/BIFMA X5.5-2014, Section 5.5 |

**Product Description:**

| <u>Specimen</u> | <u>Description</u>            | <u>Supplier</u>     |
|-----------------|-------------------------------|---------------------|
| 1               | 4-Leg Adjustable Height Table | XYBIX Systems, Inc. |

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Test Request Number: AFT-02776

Page 2 of 7

### Summary:

| <u>Test Name</u>                             | <u>Results</u>  |
|--|-----------------|
| Stability Under Vertical Load Test           | Met Requirement |
| Force Stability for Tall Desk/Table Products | Met Requirement |
| Distributed Functional Load Test             | Met Requirement |
| Distributed Proof Load Test                  | Met Requirement |

### Load Calculations

| <u>Specimen</u> | <u>Surface</u> | <u>Type</u>            | <u>Calculation</u> | <u>Load (lbs.)</u> |
|-----------------|----------------|------------------------|--------------------|--------------------|
| 1               | Top - 1        | Distributed Functional | 193" x 1.5         | 290 lbs.           |
|                 | Top - 2        | Distributed Functional | 218" x 1.5         | 327 lbs.           |
|                 |                |                        | Total Functional   | 617 lbs.           |
|                 | Top - 1        | Distributed Proof      | 193" x 2.3         | 444 lbs.           |
|                 | Top - 2        | Distributed Proof      | 218" x 2.3         | 501 lbs.           |
|                 |                |                        | Total Proof        | 945 lbs.           |

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## Test Results:

### 1. Stability Under Vertical Load Test:

Testing was performed per ANSI/BIFMA X5.5-2014, Section 4.3.

#### Notes:

- Two 125 lb. loads were applied through 12" discs, with the center of each disc 12" from the side edge.
- The center of 12" discs were positioned 7" from the front edge at the least stable position.
- See Photo 1 for setup.



| <u>Specimen</u> | <u>Load Location</u>  | <u>Observations</u>    |
|-----------------|---|------------------------|
| 1               | Center of each disc 12" from the side and 7" from the front edge. | Unit did not tip over. |

**Requirement:** *The unit shall not tip over. If an extendible element(s) opens during the test and prevents the unit from tipping over due to contact with the test platform, the unit does not meet the acceptance criteria.*

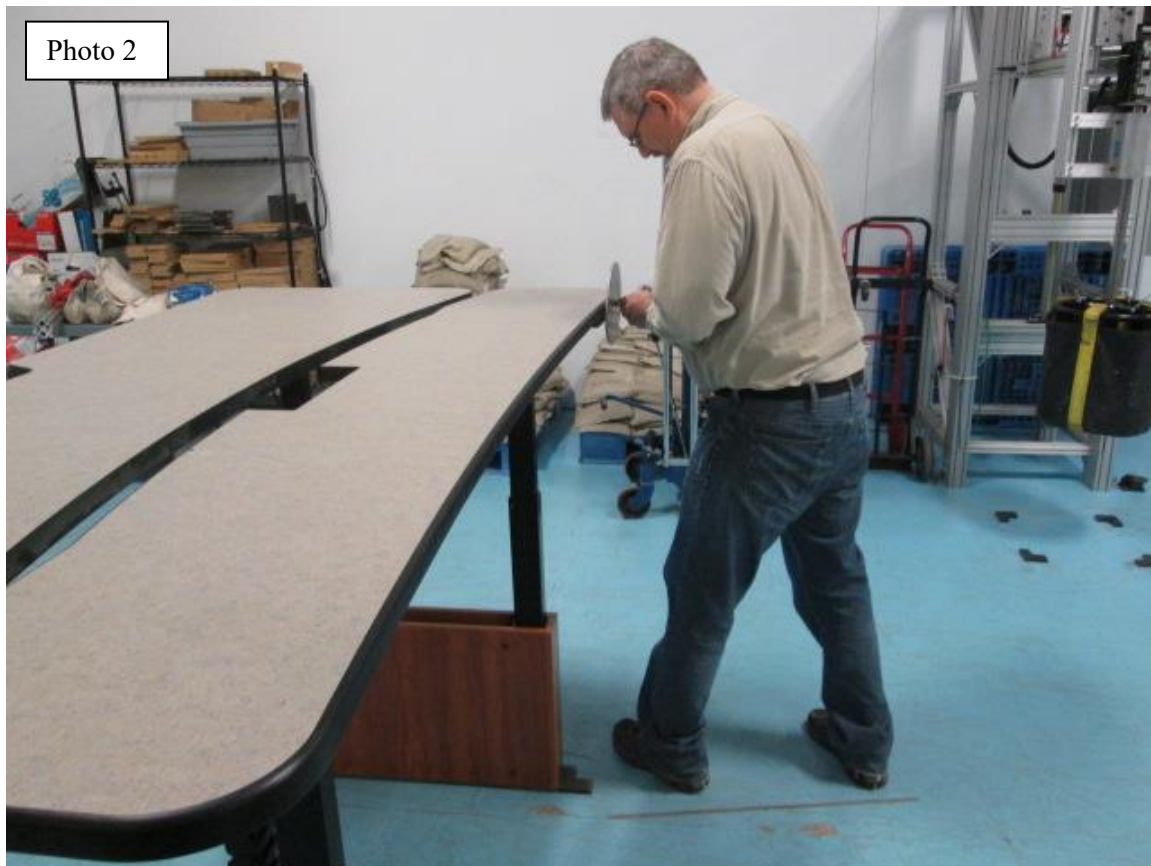
|            |                                       |
|------------|---------------------------------------|
| Equipment: | Tape measure (TD-099), Scale (TD-008) |
|------------|---------------------------------------|

## 2. Force Stability Test for Tall Desk/Table Products:

Testing was performed per ANSI/BIFMA X5.5-2014, Section 4.6.

### Notes:

- A force was applied to the side of the table top, at the following locations:
  - A) Front of the unit at its left side
  - B) Front of the unit at its right side
  - C) Back of the unit at its left side
  - D) Back of the unit at its right side
- The force was applied until 40 lbs. or 10° of tip was achieved.
- See Photo 2 for setup.



Test Request Number: AFT-02776

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## 2. Force Stability Test for Tall Desk/Table Products (continued):

| <u>Specimen</u> | <u>Location</u> | <u>Force (lbf)</u> | <u>Angle (°)</u> | <u>Observations</u>    |
|-----------------|-----------------|--------------------|------------------|------------------------|
| 1               | Front left      | 40                 | N/A              | Unit did not tip over. |
|                 | Front right     | 40                 | N/A              | Unit did not tip over. |
|                 | Rear left       | 40                 | N/A              | Unit did not tip over. |
|                 | Rear right      | 40                 | N/A              | Unit did not tip over. |

**Requirement:** *The unit shall not tip over, and there shall be no loss of serviceability. Assembled desk/table products shall not disengage. If one or more extendible elements opens during the test and prevents the unit from tipping over due to contact with the test platform, the unit does not meet the acceptance criteria.*

|            |  |
|------------|--|
| Equipment: | Scale (TD-008), Force gage (TD-007), Digital protractor (TD-073),<br>Tape measure (TD-099) |
|------------|--|

### 3. Distributed Functional Load Test:

Testing was performed per ANSI/BIFMA X5.5-2014, Section 5.3.

#### Notes:

- Temperature / humidity 75° F / 45 RH%.
- Table was set to the top of its height adjustment.
- See table on Page 2 for load calculations.
- Load applied for 60 minutes.
- See Photo 3 for setup.



| <u>Specimen</u> | <u>Surface</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>        |
|-----------------|----------------|--------------------|--------------------|----------------------------|
| 1               | Top - 1        | 290                | 60                 | No loss of serviceability. |
|                 | Top - 2        | 327                | 60                 | No loss of serviceability. |

**Requirement:** *There shall be no loss of serviceability. Upon completion of the test, the extendible member(s) shall meet the pull force requirements of Section 19.*

|            |   |
|------------|---|
| Equipment: | Tape measure (TD-099), Stopwatch (TD-002), Digital level (TD-073) |
|------------|---|



#### 4. Distributed Proof Load Test:

Testing was performed per ANSI/BIFMA X5.5-2014, Section 5.5.

##### Notes:

- Temperature / humidity 76° F / 43 RH%.
- Table was set to the top of its height adjustment.
- See table on Page 2 for load calculations.
- Load applied for 15 minutes.
- See Photo 4 for setup.



| <u>Specimen</u> | <u>Surface</u> | <u>Load (lbs.)</u> | <u>Time (min.)</u> | <u>Observations</u>                                 |
|-----------------|----------------|--------------------|--------------------|---|
| 1               | Top - 1        | 444                | 15                 | No sudden and major change in structural integrity. |
|                 | Top - 2        | 501                | 15                 | No sudden and major change in structural integrity. |

**Requirement:** *There shall be no sudden and major change in structural integrity of the product. Loss of serviceability is acceptable.*

|            |   |
|------------|---|
| Equipment: | Tape measure (TD-099), Stopwatch (TD-002), Digital level (TD-073) |
|------------|---|

Reviewed by: Doug Woodard  
Approved by: Doug Woodard

Version 1.0

# WESTERN ELECTRO - ACOUSTIC LABORATORY

## TRANSMITTAL

#3.

25132 Rye Canyon Loop, Santa Clarita, California 91355  
Telephone: (661) 775-3741 Fax: (661) 775-3742

To: **Xybix Systems, Inc.**  
8207 Southpark Circle  
Littleton, CO 80120

Date: November 3, 2010

WEAL Project Number: 9300-413

We are sending you:

☒ Attached

☐ under separate cover via \_\_\_\_\_ the following items:

☐ Prints ☐ Shop drawings ☐ Plans ☐ Specifications

☐ Samples ☒ Test Reports ☐ Sketches ☐ \_\_\_\_\_

| Copies | Date    | Number   | Description                             |
|--------|---------|----------|---|
| 1      | 6/25/10 | AB10-163 | Laboratory Sound Absorption Test Report |
|        |         |          |   |
|        |         |          |   |
|        |         |          |   |
|        |         |          |   |
|        |         |          |   |
|        |         |          |   |
|        |         |          |   |

These are transmitted as checked below:

☐ For approval ☐ As requested ☐ Approved as submitted ☐ Returned for corrections

☐ For your use ☐ Approved as noted ☐ For review & comment ☐ \_\_\_\_\_

☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

COPY TO:

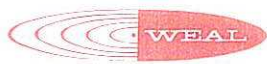
167

ED: 

If enclosures are not as noted, kindly notify us at once.

Number: 2150





TESTING • CALIBRATION • RESEARCH

25132 Rye Canyon Loop Santa Clarita, California 91355 Tel: (661) 775-3741 Fax: (661) 775-3742 www.weal.com

**SOUND ABSORPTION TEST REPORT NO. AB10-163**Xybix Tackable Acoustical Office Screen  
(Type "K" mounting)CLIENT: **Xybix Systems, Inc.**  
8207 Southpark Circle  
Littleton, CO 80120Page 1 of 3  
6 July 2010

TEST DATE: 25 June 2010

**INTRODUCTION**

The methods and procedures used for this test conform to the provisions and requirements of ASTM Procedure C 423-08, *Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method*. Copies of the test standard are available at [www.astm.org](http://www.astm.org). The test chamber volume is 275 cubic meters. Western Electro-Acoustic Laboratory is accredited by the United States Department of Commerce, National Institute of Standards and Technology under the National Voluntary Accreditation Program (NVLAP) Lab Code 100256-0 for this test procedure. This test report relates only to the item(s) tested. This report must not be used to claim product certification, approval, or endorsement by WEAL, NVLAP, NIST or any agency of the federal government.

**DESCRIPTION OF TEST SPECIMEN**

The test specimen consisted a Xybix tackable acoustical office screen designated Genesis Korea and Gusa. The test specimen consisted of a 914 mm (36 inch) module and a 610 mm (24 inch) module bolted together side by side. Each module was nominally 1.65 m (65 inches) tall and had three removable panel tiles on each side which hung on the metal frame. The bottom panel tiles were nominally 610 mm (24 inches) high and all other panel tiles were 457 mm (18 inches) high. The panel tiles consisted of a perforated metal face in front of 25.4 mm (1 inch) thick 48 kg/m<sup>3</sup> (3 lb./ft<sup>3</sup>) fiberglass. Around the perimeter of each tile the fiberglass was trimmed to 12.7 mm (1/2 inch) thickness so that it would fit into the system. The perforations were 5 mm (3/16 inch) diameter holes on 8 mm (5/16 inch) staggered centers and extended to the edges of the tiles. Each tile was covered with Guilford of Maine, Model FR-701 fabric. The thickness of the specimen was 79 mm (3-1/8 inches). The test specimen was sitting on four adjustable feet which raised it approximately 22 mm (7/8 inch) above the test chamber floor. The faces of the panel were not parallel to any wall surface. The overall dimensions of the specimen were 1.52 m (60 inches) wide by 1.64 m (64-1/2 inches) high by 79 mm (3-1/8 inches) thick. The overall weight of the specimen was 54.9 kg (121 lbs.).

Test results are presented on the following page.

Respectfully submitted,  
Western Electro-Acoustic LaboratoryGary E. Mange  
Laboratory Director

# SOUND ABSORPTION TEST REPORT NO. AB10-163

TEST DATE: 25 June 2010

Page 2 of 3  
6 July 2010

Mounting per ASTM E 795-00: Type K

Area tested: 53.75 ft<sup>2</sup> (4.99 m<sup>2</sup>)

Temperature: 75.2° F

Humidity: 47.3%

Pressure: 28.55 in. of Hg

## TEST RESULTS

### 1/3 Octave Band Absorption Data

| Frequency<br>in Hz | Absorption<br>in Sabins | Absorption<br>Coefficients |
|--------------------|-------------------------|----------------------------|
| 100                | 30.8                    | 0.57                       |
| 125                | 24.0                    | 0.45                       |
| 160                | 22.0                    | 0.41                       |
| 200                | 26.1                    | 0.49                       |
| 250                | 29.5                    | 0.55                       |
| 315                | 36.0                    | 0.67                       |
| 400                | 39.5                    | 0.73                       |
| 500                | 38.8                    | 0.72                       |
| 630                | 43.9                    | 0.82                       |
| 800                | 46.7                    | 0.87                       |
| 1000               | 48.0                    | 0.89                       |
| 1250               | 48.4                    | 0.90                       |
| 1600               | 49.0                    | 0.91                       |
| 2000               | 49.7                    | 0.92                       |
| 2500               | 48.5                    | 0.90                       |
| 3150               | 48.9                    | 0.91                       |
| 4000               | 49.0                    | 0.91                       |
| 5000               | 47.5                    | 0.88                       |

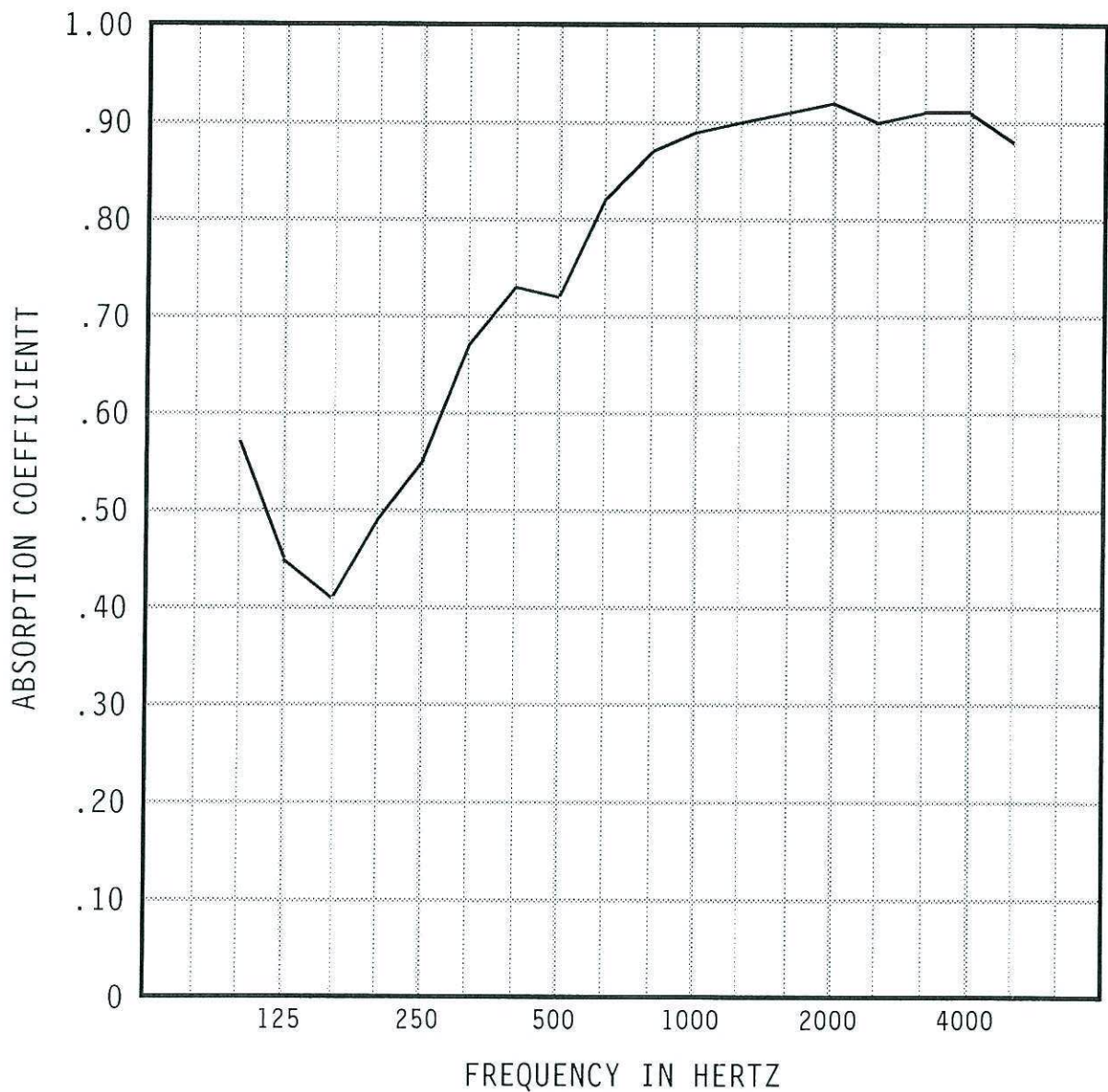
NRC 0.75  
SAA 0.78



SOUND ABSORPTION TEST REPORT No. AB10-163

Test Date: 25 June 2010

Page 3 of 3  
6 July 2010



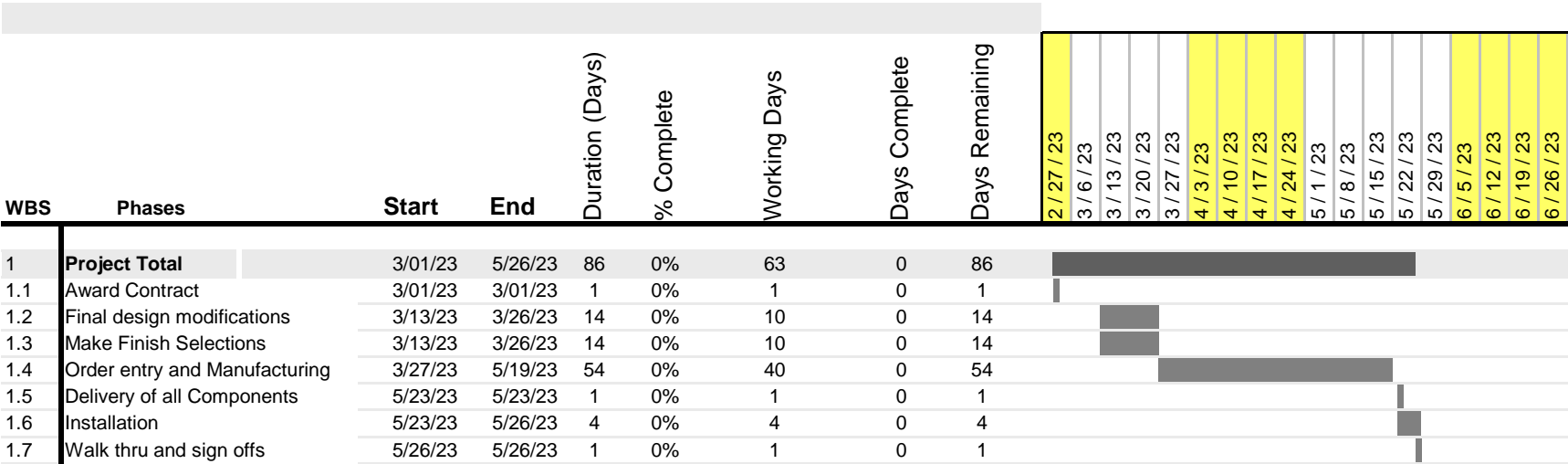
Specimen Area: 53.75 sq.ft.  
Temperature: 75.2 deg. F  
Relative Humidity: 47.3 %

Manufacturing and Installation Gantt Chart

XYBIX Systems, Inc.

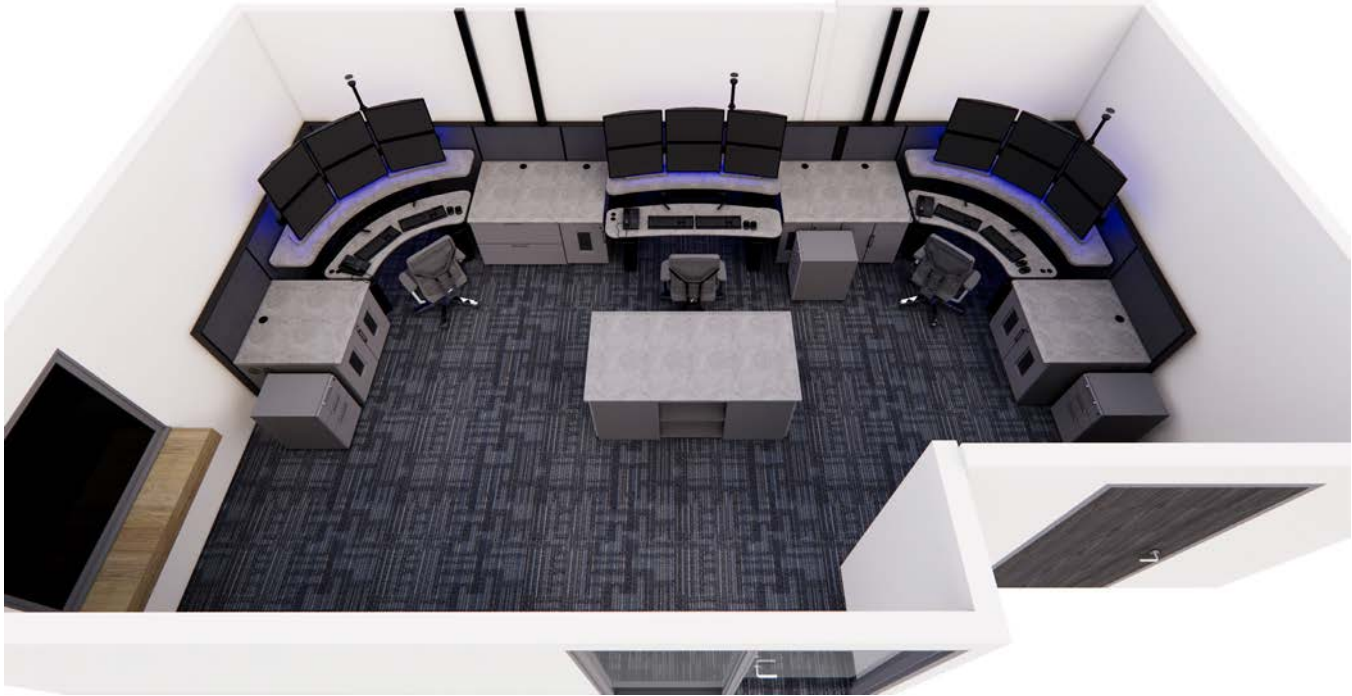
8207 SouthPark Circle  
Littleton, CO 80120  
800-788-2810

**Project Name:** Emergency Communications Dispatch Console Furniture  
**Company Name:** Moberly Police Department  
**Street Address:** 300 N Clark Street  
**City, State, ZIP:** Moberly MO 65270  
**Bid #:**  
**Start Date:** 3/01/23 (Wed)





1 ROOM 1  
12" = 1'-0"



2 COMBINED ROOMS  
12" = 1'-0"



#3.

8207 SouthPark Circle  
Littleton, CO. 80120  
1.800.788.2810 F.303.683.5454  
www.xybix.com

Sales : Megan Clayborn

Email : MikeG@xybix.com

Designer : Meghan Dinardi

Email. : MeghanD@xybix.com

Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

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| 2.01              | FLOOR PLAN - COMBINED RMS |
| 3.0               | TYPICAL CURVED            |
| 3.01              | TYPICAL STRAIGHT (TT)     |
| 3.02              | TYPICAL STAIGHT (FT)      |
| 4.0               | ELEVATIONS                |

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| 6.0               | FINISH SELECTION |
| 7.0               | CABLE SHEET      |
| D10.0             | PANEL PLAN       |

| REVISIONS |                  |          |          |  |  |  |
|-----------|------------------|----------|----------|--|--|--|
| REV       | DESCRIPTION      | DATE     | DESIGNER |  |  |  |
| 0         | Drawing Creation | 02.08.23 | MND      |  |  |  |
|           |                  |          |          |  |  |  |
|           |                  |          |          |  |  |  |
|           |                  |          |          |  |  |  |
|           |                  |          |          |  |  |  |
|           |                  |          |          |  |  |  |
|           |                  |          |          |  |  |  |

Opportunity: 0027429

Carpet Opp: N/A

Drawing Name:  
COVER PAGE

SHEET: 1.0  
SCALE: 12" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

**SIGN OFF APPROVAL:** Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarded by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval shall result in additional costs.

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

Title: \_\_\_\_\_

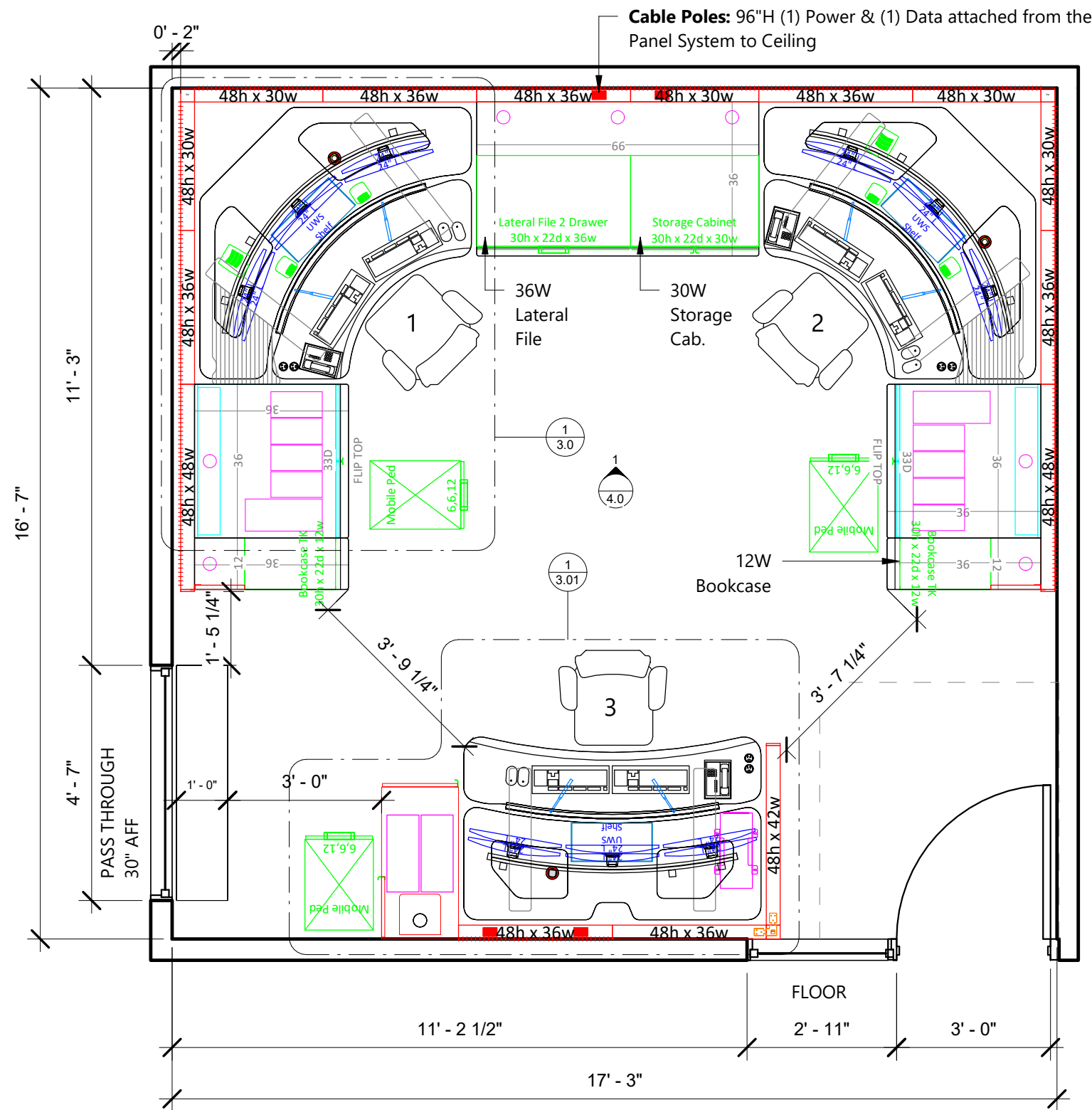
Date: \_\_\_\_\_

Sign-Off Initials:

x \_\_\_\_\_

REV

0



CEILING HEIGHT: 7' 9"  
POWER/DATA COMING FROM: CEILING

XYBIX DOES NOT RECOMMEND LOCATING THE MOBILE PEDESTAL FILES UNDER THE WORKSTATIONS DUE TO POSSIBLE COLLISION IF WORKSTATION IS LOWERED WITH MOBILE PED UNDER IT.

1 FLOOR PLAN - ROOM 1  
3/8" = 1'-0"



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Email : MikeG@xybix.com  
Designer : Meghan Dinardi  
Email : MeghanD@xybix.com

Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429  
Carpet Opp: N/A  
Drawing Name:  
FLOOR PLAN - ROOM 1

SHEET: 2.0  
SCALE:

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Sign-Off Initials: REV 0  
X





Email. : [MeghanD@xybix.com](mailto:MeghanD@xybix.com)

REV

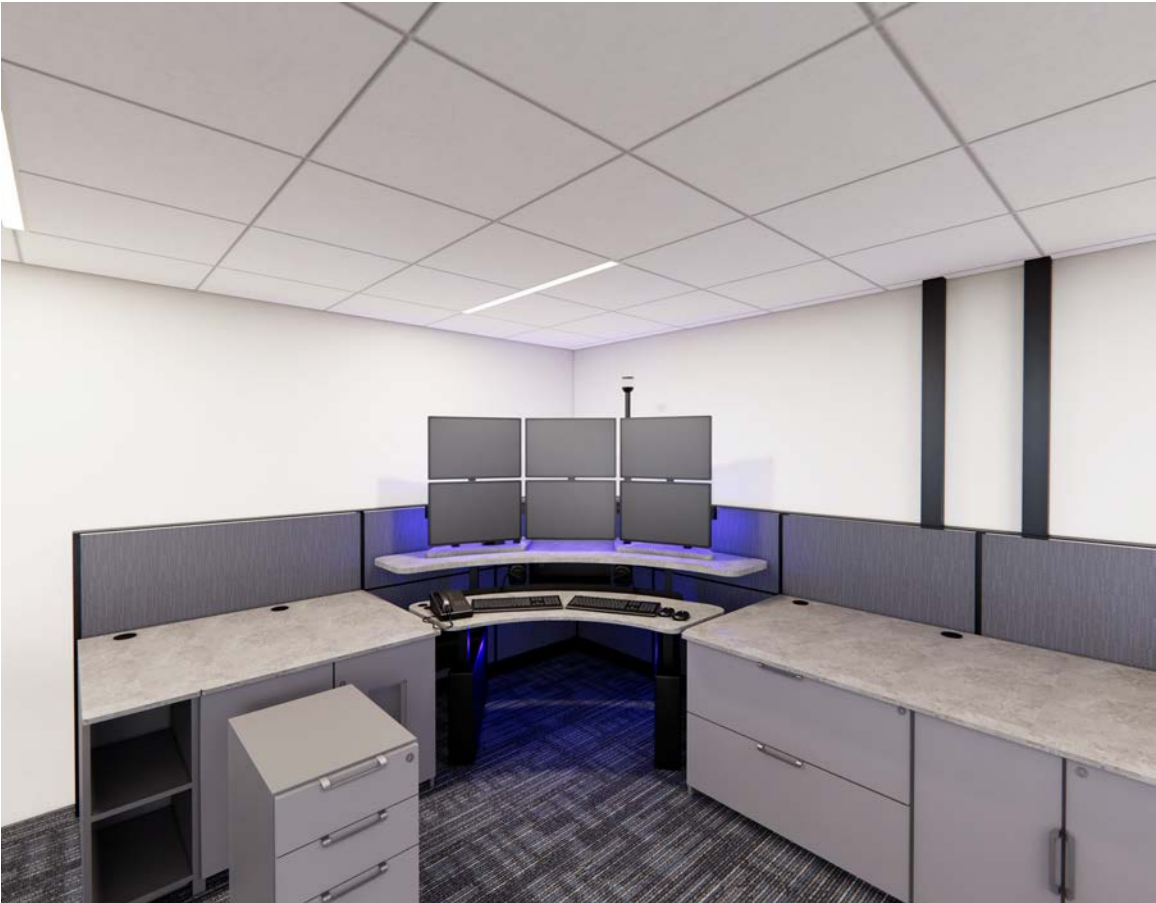
X \1\

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174

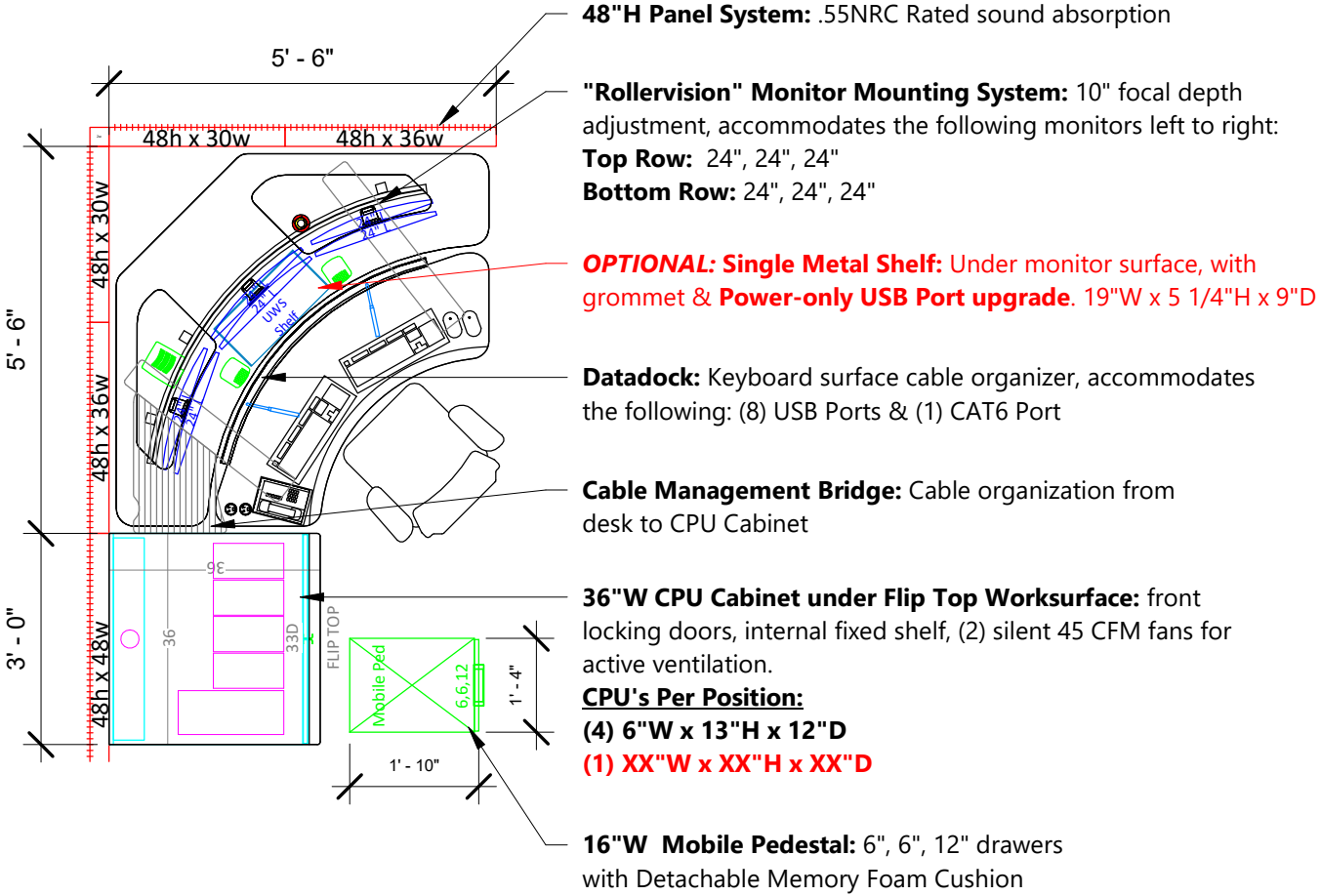




1 TYPICAL CURVED  
3/8" = 1'-0"

**Xybix 66"x66" Dual Surface Console:**  
Sit to stand adjustment range of 22"-48" AFF,  
with L4 Table Base

**OPTIONAL:**  
**Axys Control System**  
**User Interface controlled through Windows, Andriod,  
and IOS**  
**Fan:** Forced Air Flow  
**Heat:** (2) 250w Forced Air Heaters  
**Task Light:** (2) Dimmable lights with flexible mounting  
arm on keyboard surface.  
**Footwell Lighting**  
**Down Bias Lighting**  
**Arc Lighting**  
**Status Light:** (1) High with Red, Yellow, Green, Blue LED's



**OPTIONAL: Additional Accessories**  
Footrest  
Wrist Rest, for keyboard  
Wrist Rest, for mouse  
24/7 Operator Seating

#3.

**xybix**

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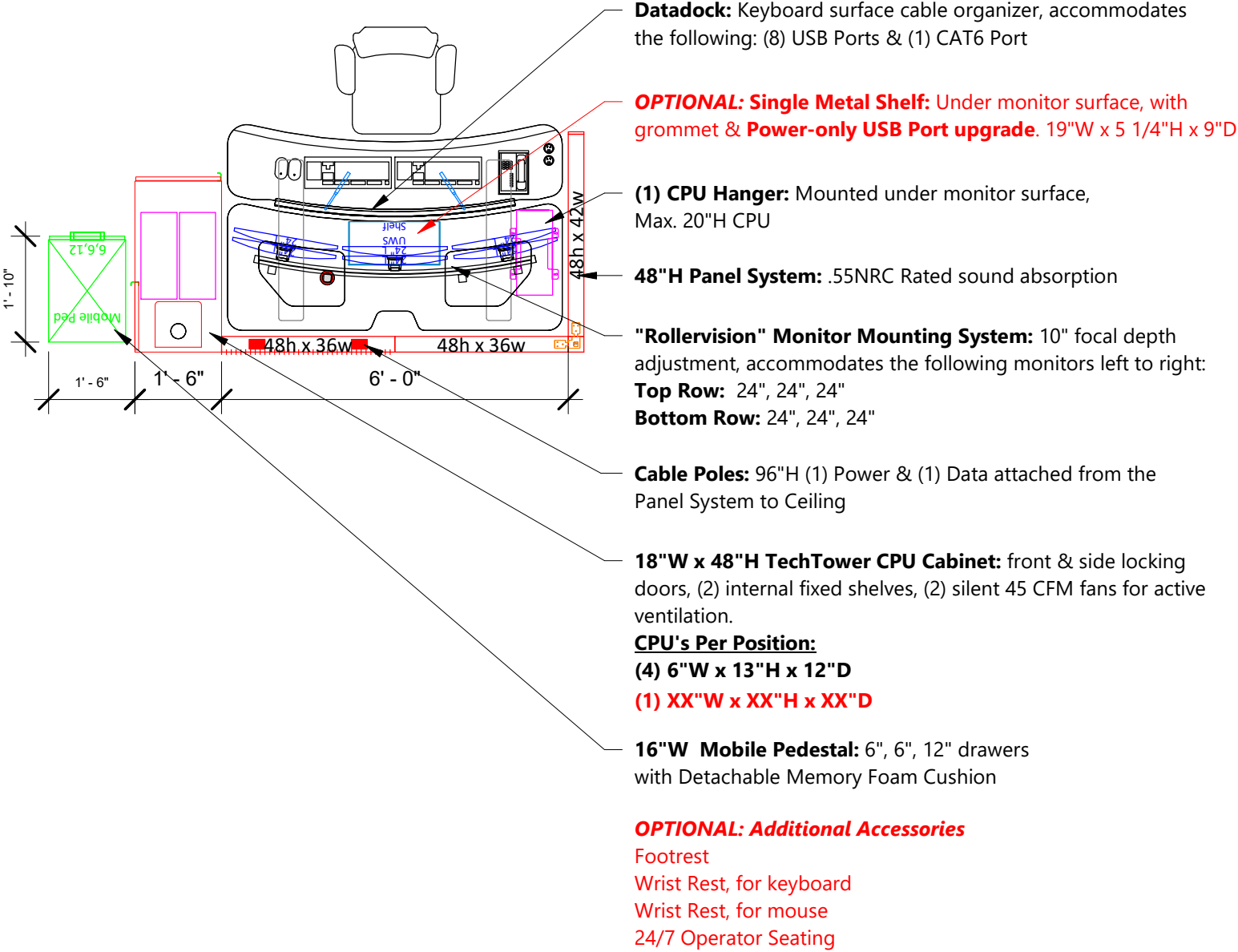
Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429  
Carpet Opp: N/A  
Drawing Name:  
TYPICAL CURVED

SHEET: 3.0  
SCALE:

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Sign-Off Initials: x  
REV 0



1 TYPICAL STRAIGHT W/ TT  
3/8" = 1'-0"

**Xybix 72"x44" M Dual Surface Console:**  
Sit to stand adjustment range of 22"-48" AFF,  
with L4 Table Base

**OPTIONAL:**  
**Axys Control System**  
**User Interface controlled through Windows, Andriod,**  
**and IOS**  
**Fan:** Forced Air Flow  
**Heat:** (2) 250w Forced Air Heaters  
**Task Light:** (2) Dimmable lights with flexible mounting  
arm on keyboard surface.  
**Footwell Lighting**  
**Down Bias Lighting**  
**Arc Lighting**  
**Status Light:** (1) High with Red, Yellow, Green, Blue LED's

**Datadock:** Keyboard surface cable organizer, accommodates  
the following: (8) USB Ports & (1) CAT6 Port

**OPTIONAL: Single Metal Shelf:** Under monitor surface, with  
grommet & **Power-only USB Port upgrade.** 19"W x 5 1/4"H x 9"D

**(1) CPU Hanger:** Mounted under monitor surface,  
Max. 20"H CPU

**48" H Panel System:** .55NRC Rated sound absorption

**"Rollervision" Monitor Mounting System:** 10" focal depth  
adjustment, accommodates the following monitors left to right:  
**Top Row:** 24", 24", 24"  
**Bottom Row:** 24", 24", 24"

**Cable Poles:** 96"H (1) Power & (1) Data attached from the  
Panel System to Ceiling

**18"W x 48"H TechTower CPU Cabinet:** front & side locking  
doors, (2) internal fixed shelves, (2) silent 45 CFM fans for active  
ventilation.  
**CPU's Per Position:**  
**(4) 6"W x 13"H x 12"D**  
**(1) XX"W x XX"H x XX"D**

**16" W Mobile Pedestal:** 6", 6", 12" drawers  
with Detachable Memory Foam Cushion

**OPTIONAL: Additional Accessories**  
Footrest  
Wrist Rest, for keyboard  
Wrist Rest, for mouse  
24/7 Operator Seating

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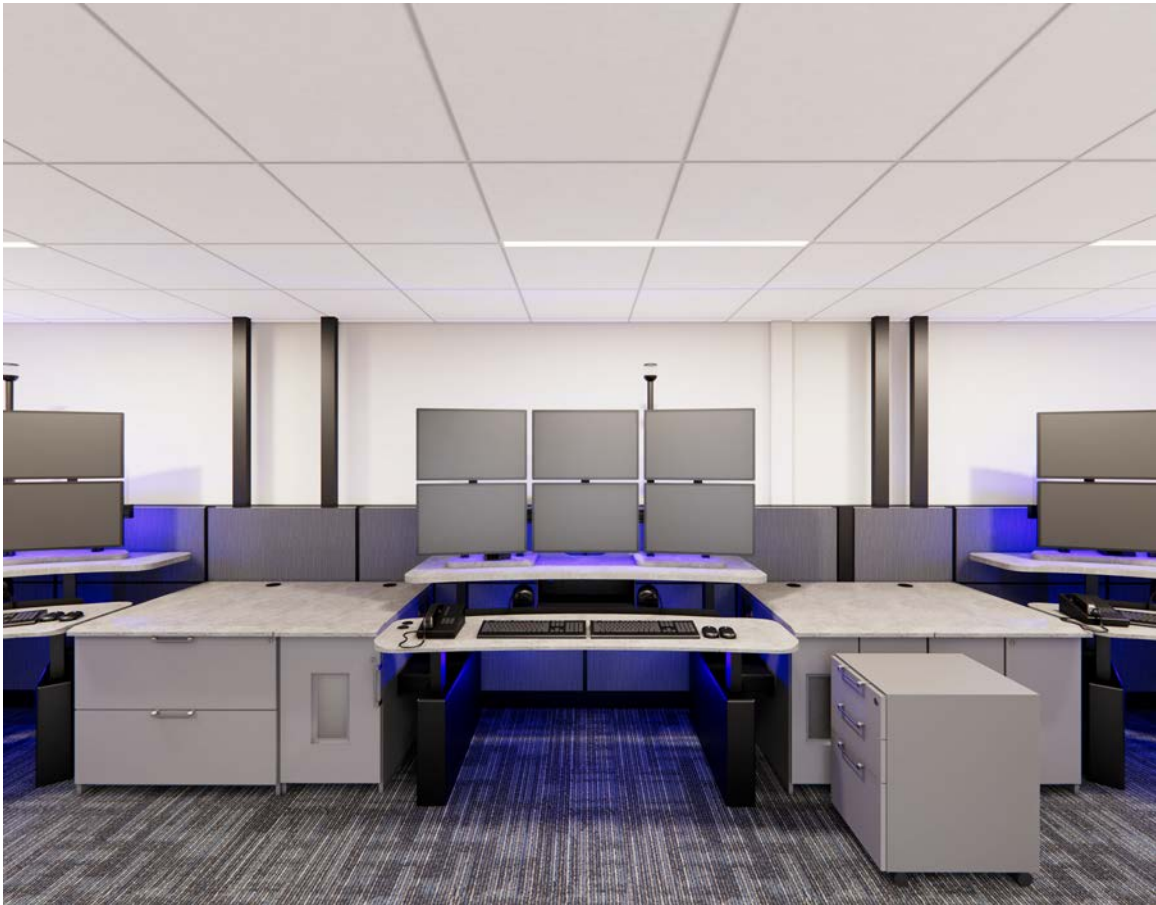
Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

|               |                       |
|---------------|-----------------------|
| Opportunity:  | 0027429               |
| Carpet Opp:   | N/A                   |
| Drawing Name: | TYPICAL STRAIGHT (TT) |
| SHEET:        | SCALE:                |
| 3.01          |                       |

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|                    |     |
|--------------------|-----|
| Sign-Off Initials: | REV |
| x                  | 0   |





**Xybix 72"x44" Dual Surface Console:**  
Sit to stand adjustment range of 22"-48" AFF,  
with L4 Table Base

**OPTIONAL:**  
**Axys Control System**  
**User Interface controlled through Windows, Andriod, and IOS**  
**Fan:** Forced Air Flow  
**Heat:** (2) 250w Forced Air Heaters  
**Task Light:** (2) Dimmable lights with flexible mounting arm on keyboard surface.  
**Footwell Lighting**  
**Down Bias Lighting**  
**Arc Lighting**  
**Status Light:** (1) High with Red, Yellow, Green, Blue LED's

**18"W CPU Cabinet under Flip Top Worksurface:** front locking doors, internal fixed shelf, (2) silent 45 CFM fans for active ventilation.  
**CPU's Per Position:**  
**(4) 6"W x 13"H x 12"D**  
**(1) XX"W x XX"H x XX"D**

**(2) Cable Management Bridge:** Cable organization from desk to CPU Cabinet

**"Rollervision" Monitor Mounting System:** 10" focal depth adjustment, accommodates the following monitors left to right:  
**Top Row:** 24", 24", 24"  
**Bottom Row:** 24", 24", 24"

**48"H Panel System:** .55NRC Rated sound absorption

**24"W CPU Cabinet under Flip Top Worksurface:** front locking doors, internal fixed shelf, (2) silent 45 CFM fans for active ventilation.  
**CPU's Per Position:**  
**(4) 6"W x 13"H x 12"D**  
**(1) XX"W x XX"H x XX"D**

**Datadock:** Keyboard surface cable organizer, accommodates the following: (8) USB Ports & (1) CAT6 Port

**16"W Mobile Pedestal:** 6", 6", 12" drawers with Detachable Memory Foam Cushion

**OPTIONAL: Single Metal Shelf:** Under monitor surface, with grommet & **Power-only USB Port upgrade.** 19"W x 5 1/4"H x 9"D

**OPTIONAL: Additional Accessories**  
Footrest  
Wrist Rest, for keyboard  
Wrist Rest, for mouse  
24/7 Operator Seating

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Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429  
Carpet Opp: N/A  
Drawing Name:  
TYPICAL STAIGHT (FT)

SHEET: 3.02  
SCALE:

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REV  
0

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Email. : MeghanD@xybix.com

Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429

Carpet Opp: N/A

Drawing Name:  
ELEVATIONS

SHEET:  
4.0

SCALE:

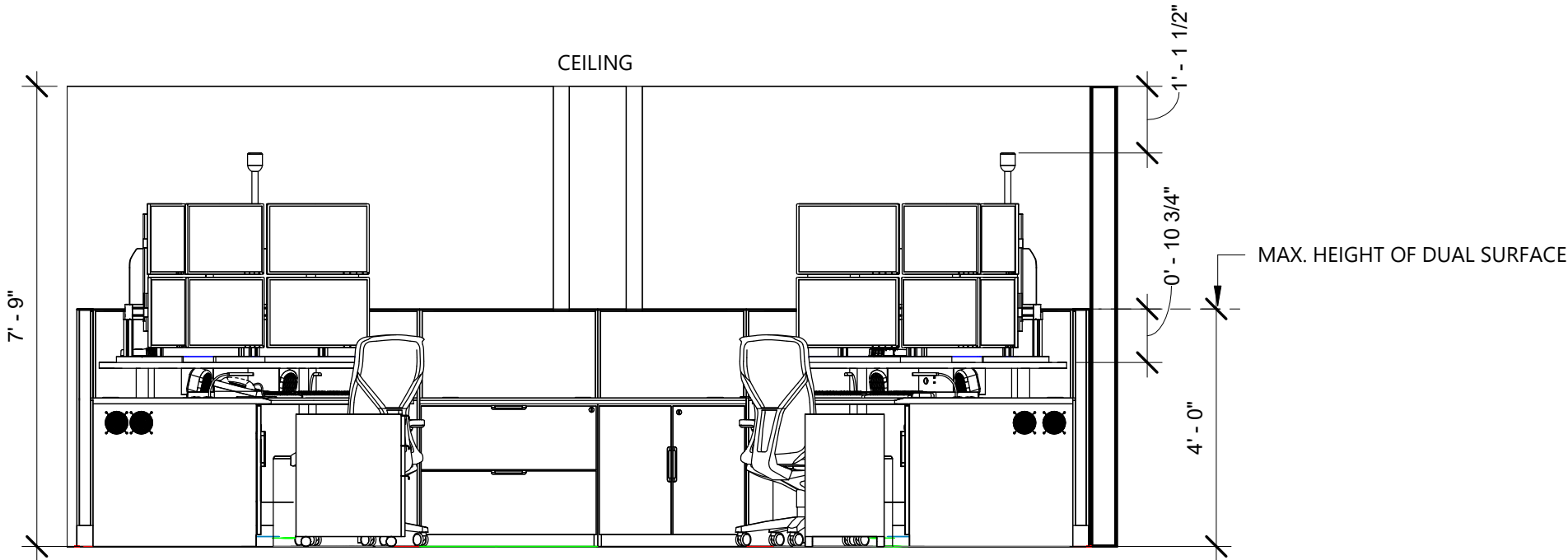
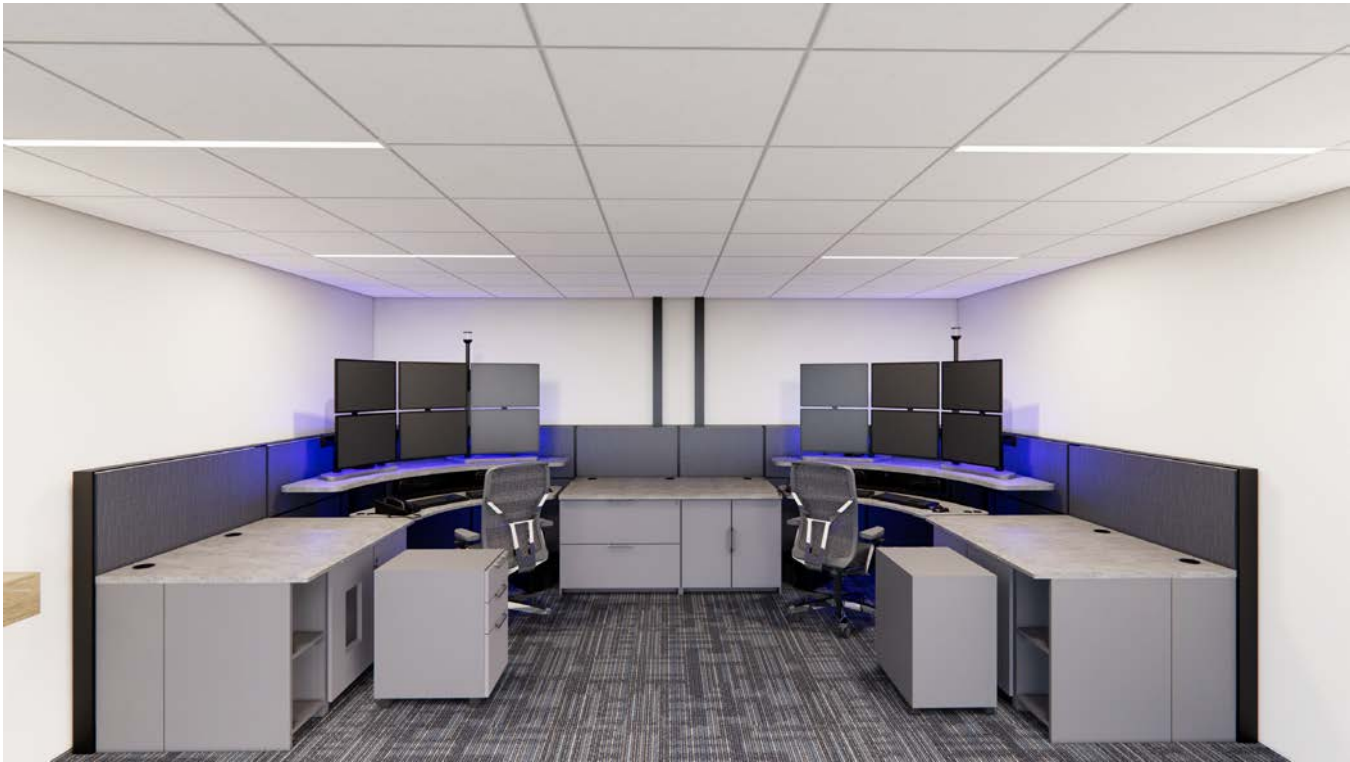
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Sign-Off Initials:

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REV

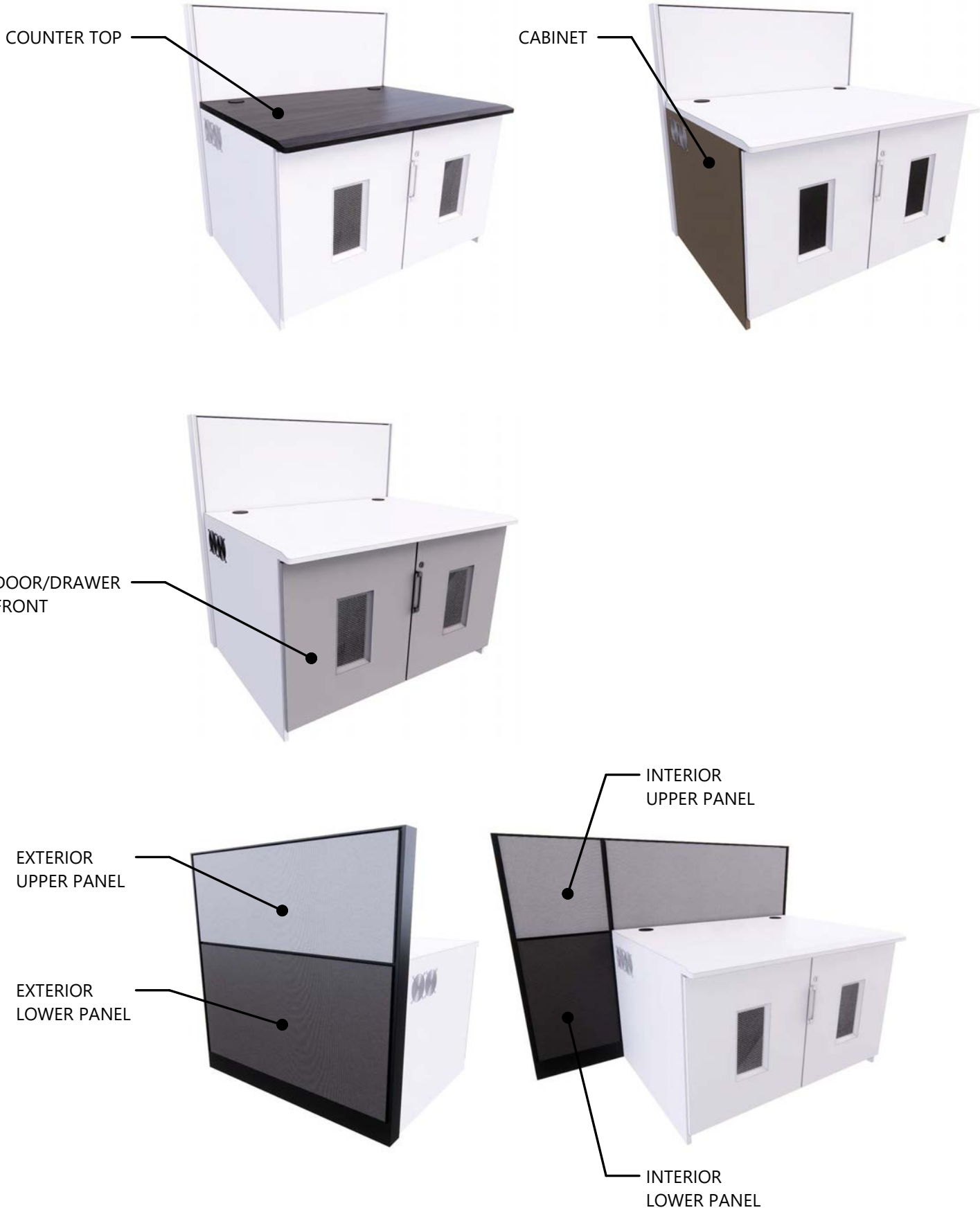
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1
POD ELEVATION  
3/8" = 1'-0"



FINISH LOCATIONS



FINISH SELECTIONS

Panel Trim : Black  
Interior Upper Panel : .  
Interior Lower Panel : .  
Exterior Upper Panel : .  
Exterior Lower Panel : .  
Counter Top : .  
Door & Drawer Front : .  
Cabinet : .  
Edgeband : .  
Handle : Eagle Silver

|                             |                             |                    |                          |
|-----------------------------|-----------------------------|--------------------|--------------------------|
| <u>Interior Upper Panel</u> | <u>Exterior Upper Panel</u> | <u>Counter Top</u> | <u>Handle</u>            |
|                             |                             |                    |                          |
|                             |                             |                    | SILVER                   |
| <u>Interior Lower Panel</u> | <u>Exterior Lower Panel</u> | <u>Cabinet</u>     | <u>Door/Drawer Front</u> |
|                             |                             |                    |                          |

CARPET SELECTIONS

Carpet : .N/A  
Cove Base : .N/A  
Installation Method : .N/A

|               |                  |                            |
|---------------|------------------|----------------------------|
| <u>Carpet</u> | <u>Cove Base</u> | <u>Installation Method</u> |
|               |                  |                            |
| N/A           | N/A              | N/A                        |



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Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429

Carpet Opp: N/A

Drawing Name:  
FINISH SELECTION

|               |                        |
|---------------|------------------------|
| SHEET:<br>6.0 | SCALE:<br>3/8" = 1'-0" |
|---------------|------------------------|

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|                         |          |
|-------------------------|----------|
| Sign-Off Initials:<br>x | REV<br>0 |
|-------------------------|----------|

CABLE EXTENSIONS (PER POSITION)

POSITION(S) TYPE: WS 1-3



#3.

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Email. : MeghanD@xybix.com

Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Opportunity: 0027429

Carpet Opp: N/A

Drawing Name:  
CABLE SHEET

SHEET:  
7.0

SCALE:

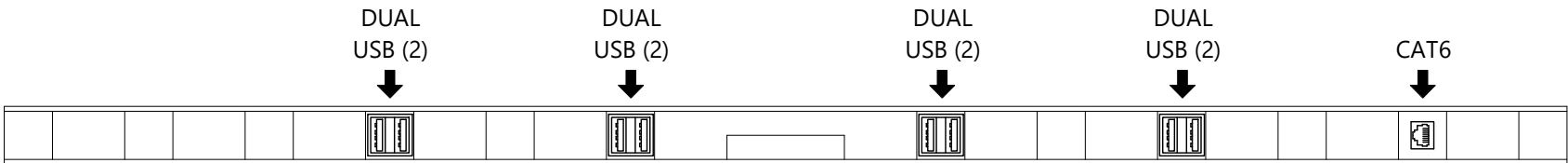
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Sign-Off Initials:

REV

0

DUAL SURFACE DATADOCK CABLES (For Keyboard, Mouse and Phone connections)



MONITOR SURFACE CABLES

|            |   |   |  |  |
|------------|---|---|--|--|
| CABLE TYPE | <br><u>VGA</u><br>Male / Female Extension<br>Standard Connection for monitors. | <br><u>DVI-D</u><br>Male / Female Extension<br>Typical for Hi-Resolution | <br><u>DVI-I</u> 10' Max Length<br>Male / Female Extension<br>Typical for Hi-Resolution | <br><u>HDMI</u><br>Male / Male Extension<br>Typical for Hi-Resolution |
| QUANTITY   |   |   |  |  |
| CABLE TYPE | <br><u>Display Port</u><br>Male / Male Extension<br>Typical for Hi-Resolution  | <br><u>Display Port to Mini Display Port</u>                             | <br><u>USB</u>  | <br><u>AUDIO</u><br>Typical for Speakers                              |
| QUANTITY   |   |   |  |  |

TO BE DETERMINED

\*\*\*Datadock has (5) additional slots for expansion if more than (8) USB's and (1) CAT6 is needed. Please note that additional cables will be charged separately.\*\*\*

KEYBOARD SURFACE CABLES (ONLY applies for Monitor or Touchscreen sitting on Keyboard Surface)

|            |   |   |  |   |  |   |  |
|------------|---|---|--|---|--|---|--|
| CABLE TYPE | <br><u>VGA</u><br>Male / Female Extension<br>Standard Connection for monitors. | <br><u>DVI-D</u><br>Male / Female Extension<br>Typical for Hi-Resolution | <br><u>DVI-I</u> 10' Max Length<br>Male / Female Extension<br>Typical for Hi-Resolution | <br><u>HDMI</u><br>Male / Male Extension<br>Typical for Hi-Resolution | <br><u>Display Port</u><br>Male / Male Extension<br>Typical for Hi-Resolution | <br><u>USB</u><br>Keyboard & Mouse | <br><u>CAT6</u><br>Phone ONLY |
| QUANTITY   |   |   |  |   |  |   |  |

NOT APPLICABLE

OPTIONAL ITEMS FOR MONITOR SURFACE (EX: CABLE ADAPTORS, USB'S)

|                    |    |    |  |  |
|--------------------|----|----|--|--|
| CABLE ADAPTOR TYPE | TO | TO |  |  |
| QUANTITY           |    |    |  |  |

If different cable connector types are required it is your responsibility to contact your Designer or Sales Rep. You agree that any changes to this order following receipt of sign-off drawing and PO may result in additional cost that will be expensed to the client.

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 32008

Quote Date: 2/15/23 #3.  
Revision: A  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 1 of 4

|   |   |
|---|---|
| <b>QUOTE TO:</b><br>Acct: MOBPOLMOMO<br><br>Randolph County Commission<br>372 Highway JJ<br>Suite 2C<br>Huntsville MO 65259<br><br>Phone:<br>Email: | <b>SHIP TO:</b><br>Moberly Police Department<br>300 N Clark Street<br>Moberly, MO 65270<br>USA<br><br>Salesperson: MEGAN CLAYBORN<br>Phone: (720) 404-7227<br>Email: MeganC@xybix.com |
|---|---|

Standard 2022-9 Price List  
Product Line: Eagle Line  
Install Type: Standard  
Removal & Disposal: (2) qty.  
Tax Exempt  
\* ROOM 1

02.09.2023: R0 – Drawing Creation - MND

OPTIONAL ITEMS:  
Please note that Optional Items are not included in the total price.  
Please contact Xybix to have any Optional Items included in the final price.  
Freight & Installation charges will be adjusted accordingly.

REMOVAL OF EXISTING:  
All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.  
Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.  
Removal does not include any modifications to the pass-through window. The pass-through window modifications will need to be done prior to the installation by the customer.

| Line | Part Num  | Desc  | Qty | U/M     | List Ea.    | Disc. % | Disc. Price | Net Price  |
|------|-----------|---|-----|---------|-------------|---------|-------------|------------|
| 1.00 | 12343.    | Panel System Priced by the Linear Foot:<br>Grade 3 Fabric<br>12343-1-SS - 29-48in - 38.5 LF @<br>\$287.00/LF<br>12343-1-DS - 29-48in - 8.0 LF @<br>\$388.00/LF<br><br>Upper Tiles Fabric Color: TBD Grade 3<br>G2<br>Lower Tiles Fabric Color: TBD Grade 3<br>G2<br>Panel Trim Color: Black | 1   | 1.00 EA | \$14,153.50 | 36.00 % | \$9,058.24  | \$9,058.24 |
| 1.01 | 14145-BLK | Cable Pole 96" - Alum Black   | 2   | 4.00 EA | \$133.00    | 36.00 % | \$85.12     | \$340.48   |
| 2.00 | 14486-3D. | Adj. Table Worksurface - Corner Dual<br>Surface - 66L x 66R - Cable<br>Management Included  | 3   | 2.00 EA | \$2,999.00  | 50.00 % | \$1,499.50  | \$2,999.00 |
| 2.01 | 14498-3D. | Adj. Table Worksurface - Straight Dual<br>Surface - 72W x 44D M - Cable<br>Management Included  | 4   | 1.00 EA | \$2,037.00  | 50.00 % | \$1,018.50  | \$1,018.50 |

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 32008

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 2 of 4

| Line | Part Num  | Desc   |     | Qty U/M  | List Ea.   | Disc. % | Disc. Price | Net Price   |
|------|-----------|--|-----|----------|------------|---------|-------------|-------------|
| 3.00 | 15701     | L4 Table Base  | 5   | 3.00 EA  | \$7,378.00 | 50.00 % | \$3,689.00  | \$11,067.00 |
| 4.00 | 16744.    | Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R   | 6   | 2.00 EA  | \$5,832.00 | 50.00 % | \$2,916.00  | \$5,832.00  |
|      |           | 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$3,045.00  |     |          |            |         |             |             |
| 4.01 | 16745.    | Monitor Mount 3 - Rollervision - Straight Dual Surface - 72W x 44D M   | 7   | 1.00 EA  | \$5,832.00 | 50.00 % | \$2,916.00  | \$2,916.00  |
|      |           | 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$3,045.00  |     |          |            |         |             |             |
| 5.00 | 13074     | Ext Cable Monitor - TBD  | 8   | 18.00 EA | \$124.00   | 50.00 % | \$62.00     | \$1,116.00  |
| 5.01 | 16130-8   | Datadock2 - Keyboard Snap-In Cable Organizer Includes:<br>8 - USB Ports<br>1 - RJ45 Port   | 9   | 3.00 EA  | \$841.00   | 50.00 % | \$420.50    | \$1,261.50  |
| 5.02 | 15033     | Data Package 12-Port Patch Panels, 2 Per Station   | 40  | 6.00 EA  | \$637.00   | 50.00 % | \$318.50    | \$1,911.00  |
| 6.00 | 11792-BLK | Power Bar - 10 Outlet With Black Sticker   | 10  | 3.00 EA  | \$185.00   | 50.00 % | \$92.50     | \$277.50    |
| 6.01 | 11792-OR  | Power Bar - 10 Outlet With Orange Sticker  | 11  | 3.00 EA  | \$185.00   | 50.00 % | \$92.50     | \$277.50    |
| 6.02 | 14976     | 6 Outlet Power Strip 25'   | 12  | 1.00 EA  | \$196.00   | 50.00 % | \$98.00     | \$98.00     |
| 7.00 | 16708.    | Axys Control System with Fan<br>Base Price: \$2,121.00<br>16707AXS - Heat - \$675.00<br>16709AXS - Task Lights - \$270.00<br>16711AXS - Footwell Lighting - \$259.00<br>16712AXS - Down Bias Lighting - \$159.00<br>16713AXS - Arc Lighting - \$530.00<br>16769AXS - Axys Status Light 1 HI - \$1,097.00 | 13  | 0.00 EA  | \$5,111.00 | 50.00 % | \$2,555.50  | \$0.00      |
|      |           | OPTIONAL x3  |     |          |            |         |             |             |
| 7.01 | 15560     | Acrylic Cleaning Kit   | 35  | 0.00 EA  | \$159.00   | 50.00 % | \$79.50     | \$0.00      |
|      |           | OPTIONAL x1  |     |          |            |         |             |             |
| 8.00 | 15463     | Shelf Under Surface 19W x 9D - Metal   | 14  | 0.00 EA  | \$184.00   | 50.00 % | \$92.00     | \$0.00      |
|      |           | OPTIONAL x3  |     |          |            |         |             |             |
|      |           |  | 182 |          |            |         |             |             |

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 32008

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 3 of 4

| Line  | Part Num     | Desc   | Qty | U/M     | List Ea.   | Disc. % | Disc. Price | Net Price  |
|-------|--------------|--|-----|---------|------------|---------|-------------|------------|
| 8.01  | 15476        | Shelf Under Surface USB Charging Upgrade Assembly  | 15  | 0.00 EA | \$154.00   | 50.00 % | \$77.00     | \$0.00     |
|       |              | OPTIONAL x3  |     |         |            |         |             |            |
| 10.00 | 12033-3D.    | Return Worksurface - 12Wx36D   | 16  | 2.00 EA | \$782.00   | 50.00 % | \$391.00    | \$782.00   |
| 10.01 | 12033-3D-FT. | Flip Top Return Worksurface - 36Wx36D  | 17  | 2.00 EA | \$782.00   | 50.00 % | \$391.00    | \$782.00   |
| 10.02 | 12035-3D.    | Return Worksurface - 66Wx36D   | 18  | 1.00 EA | \$1,409.00 | 50.00 % | \$704.50    | \$704.50   |
| 11.00 | 16209        | Cable Bridge Corner Angled Left Side   | 19  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.01 | 16210        | Cable Bridge Corner Angled Right Side  | 20  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.02 | 15894-HP     | CPU Hanger, High Profile   | 21  | 1.00 EA | \$132.00   | 50.00 % | \$66.00     | \$66.00    |
| 11.03 | 15220-3D.    | CPU Cabinet - ERGO ACCESS Tech Tower 18Wx48H Right Access  | 22  | 1.00 EA | \$2,331.00 | 50.00 % | \$1,165.50  | \$1,165.50 |
| 11.04 | 15488-3D-FT. | CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge   | 23  | 2.00 EA | \$1,993.00 | 50.00 % | \$996.50    | \$1,993.00 |
| 12.00 | C-11093-3D.  | Drawer Pedestal - Mobile - Single - 16W - 6-6-12 Drawers 16W 22D   | 24  | 3.00 EA | \$1,566.00 | 50.00 % | \$783.00    | \$2,349.00 |
| 12.01 | CUSHION      | Detachable Tufted Memory Foam Chair Cushions, Thick Durable and Washable Slip Resistant Pads, 16 x 17 - MATERIAL TBD | 25  | 3.00 EA | \$240.00   | 50.00 % | \$120.00    | \$360.00   |
| 14.00 | 11668-3D.    | Lateral File - 36W2 Drawer 30H   | 26  | 1.00 EA | \$2,172.00 | 50.00 % | \$1,086.00  | \$1,086.00 |
| 15.00 | 11765-3D.    | Bookcase - UnderWS W/Toekick - 12W, 28H, 22D   | 27  | 2.00 EA | \$862.00   | 50.00 % | \$431.00    | \$862.00   |
| 16.00 | 13675-3D.    | Storage Cabinet - UnderWS W/Toekick - 30W, 28H, 22D  | 28  | 1.00 EA | \$1,396.00 | 50.00 % | \$698.00    | \$698.00   |
| 19.00 | 11359        | Footrest Adjustable 3-1/4" to 5"   | 29  | 0.00 EA | \$263.00   | 50.00 % | \$131.50    | \$0.00     |
|       |              | OPTIONAL x3  |     |         |            |         |             |            |
| 19.01 | C-10869      | Wrist Rest - For Keyboard and Mouse, Package   | 30  | 0.00 EA | \$74.95    | 50.00 % | \$37.48     | \$0.00     |
|       |              | OPTIONAL x3  |     |         |            |         |             |            |



Xybix Systems, Inc.  
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Quote Number: 32008

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 4 of 4

| Line                               | Part Num | Desc  | Qty | U/M     | List Ea.    | Disc. % | Disc. Price                | Net Price |
|------------------------------------|----------|---|-----|---------|-------------|---------|----------------------------|-----------|
| 20.00                              | CHAIR    | 24/7 Concept Seating - 3150HR Operator Heavy Duty Task Chair, Swing - MATERIAL TBD - Includes shipping directly to customer | 31  | 0.00 EA | \$1,547.28  | 0.00 %  | \$1,547.28                 | \$0.00    |
| OPTIONAL x3                        |          |   |     |         |             |         |                            |           |
| 20.01                              | PB       | Performance Bond  | 41  | 0.00 EA | \$950.99    | 0.00 %  | \$950.99                   | \$0.00    |
| OPTIONAL x1                        |          |   |     |         |             |         |                            |           |
| 90.00                              | 16139    | Installers Kit Eagle Line   | 32  | 3.00 EA | \$0.00      | 0.00 %  | \$0.00                     | \$0.00    |
| 99.00                              | Other    | Other Charges & Services  | 33  | 1.00 EA | \$0.00      | 0.00 %  | \$0.00                     | \$0.00    |
| Line (33) - Miscellaneous Charge - |          |   |     |         |             |         |                            |           |
| Description                        |          |   |     |         |             |         | Ext. Price                 |           |
| 1.) Freight - Full Truck           |          |   |     |         |             |         | 2,307.00                   |           |
| 2.) Installation                   |          |   |     |         |             |         | 10,125.00                  |           |
| 3.) Removal & Disposal (x2)        |          |   |     |         |             |         | 1,657.50                   |           |
| List Price Total:                  |          |   |     |         | \$94,507.50 |         | Lines Total:               |           |
|                                    |          |   |     |         |             |         | \$49,309.72                |           |
|                                    |          |   |     |         |             |         | Line Miscellaneous Charges |           |
|                                    |          |   |     |         |             |         | Total:                     |           |
|                                    |          |   |     |         |             |         | \$14,089.50                |           |
|                                    |          |   |     |         |             |         | Taxes Total:               |           |
|                                    |          |   |     |         |             |         | \$0.00                     |           |
|                                    |          |   |     |         |             |         | Quote Total:               |           |
|                                    |          |   |     |         |             |         | \$63,399.22                |           |

Note 1:  
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 32009

Quote Date: 2/15/23 #3.  
Revision: A  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 1 of 5

|   |   |
|---|---|
| <b>QUOTE TO:</b><br>Acct: MOBPOLMOMO<br><br>Randolph County Commission<br>372 Highway JJ<br>Suite 2C<br>Huntsville MO 65259<br><br>Phone:<br>Email: | <b>SHIP TO:</b><br>Moberly Police Department<br>300 N Clark Street<br>Moberly, MO 65270<br>USA<br><br>Salesperson: MEGAN CLAYBORN<br>Phone: (720) 404-7227<br>Email: MeganC@xybix.com |
|---|---|

Standard 2022-9 Price List  
Product Line: Eagle Line  
Install Type: Standard  
Removal & Disposal: (2) qty.  
Tax Exempt  
\* COMBINED ROOM

02.09.2023: R0 – Drawing Creation - MND

OPTIONAL ITEMS:  
Please note that Optional Items are not included in the total price.  
Please contact Xybix to have any Optional Items included in the final price.  
Freight & Installation charges will be adjusted accordingly.

REMOVAL OF EXISTING:  
All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.  
Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.  
Removal does not include any modifications to the pass-through window. The pass-through window modifications will need to be done prior to the installation by the customer.

| Line | Part Num  | Desc  | Qty | U/M     | List Ea.    | Disc. % | Disc. Price | Net Price  |
|------|-----------|---|-----|---------|-------------|---------|-------------|------------|
| 1.00 | 12343.    | Panel System Priced by the Linear Foot:<br>Grade 3 Fabric<br>12343-1-SS - 29-48in - 42.5 LF @<br>\$287.00/LF<br>12343-1-DS - 29-48in - 1.5 LF @<br>\$388.00/LF<br><br>Upper Tiles Fabric Color: TBD Grade 3<br>G2<br>Lower Tiles Fabric Color: TBD Grade 3<br>G2<br>Panel Trim Color: Black | 1   | 1.00 EA | \$12,779.50 | 36.00 % | \$8,178.88  | \$8,178.88 |
| 1.01 | 14145-BLK | Cable Pole 96" - Alum Black   | 2   | 4.00 EA | \$133.00    | 36.00 % | \$85.12     | \$340.48   |
| 2.00 | 14486-3D. | Adj. Table Worksurface - Corner Dual<br>Surface - 66L x 66R - Cable<br>Management Included  | 3   | 2.00 EA | \$2,999.00  | 50.00 % | \$1,499.50  | \$2,999.00 |
| 2.01 | 14498-3D. | Adj. Table Worksurface - Straight Dual<br>Surface - 72W x 44D - Cable<br>Management Included  | 4   | 1.00 EA | \$2,037.00  | 50.00 % | \$1,018.50  | \$1,018.50 |

Xybix Systems, Inc.  
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meghand



Quote Number: 32009

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 2 of 5

| Line | Part Num  | Desc   | Qty | U/M      | List Ea.   | Disc. % | Disc. Price | Net Price   |
|------|-----------|--|-----|----------|------------|---------|-------------|-------------|
| 3.00 | 15701     | L4 Table Base  | 5   | 3.00 EA  | \$7,378.00 | 50.00 % | \$3,689.00  | \$11,067.00 |
| 4.00 | 16744.    | Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R   | 6   | 2.00 EA  | \$5,832.00 | 50.00 % | \$2,916.00  | \$5,832.00  |
|      |           | 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$3,045.00  |     |          |            |         |             |             |
| 4.01 | 16745.    | Monitor Mount 3 - Rollervision - Straight Dual Surface - 72W x 44D   | 7   | 1.00 EA  | \$5,832.00 | 50.00 % | \$2,916.00  | \$2,916.00  |
|      |           | 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$3,045.00  |     |          |            |         |             |             |
| 5.00 | 13074     | Ext Cable Monitor - TBD  | 8   | 18.00 EA | \$124.00   | 50.00 % | \$62.00     | \$1,116.00  |
| 5.01 | 16130-8   | Datadock2 - Keyboard Snap-In Cable Organizer Includes:<br>8 - USB Ports<br>1 - RJ45 Port   | 9   | 3.00 EA  | \$841.00   | 50.00 % | \$420.50    | \$1,261.50  |
| 5.02 | 15822     | Lift Case additional Energy Chains NO PULL   | 10  | 1.00 EA  | \$280.00   | 50.00 % | \$140.00    | \$140.00    |
| 5.03 | 11683     | Energy Chain 22-48 Monitor Surface   | 11  | 1.00 EA  | \$298.00   | 50.00 % | \$149.00    | \$149.00    |
| 5.04 | 15033     | Data Package 12-Port Patch Panels, 2 Per Station   | 48  | 6.00 EA  | \$637.00   | 50.00 % | \$318.50    | \$1,911.00  |
| 6.00 | 11792-BLK | Power Bar - 10 Outlet With Black Sticker   | 12  | 3.00 EA  | \$185.00   | 50.00 % | \$92.50     | \$277.50    |
| 6.01 | 11792-OR  | Power Bar - 10 Outlet With Orange Sticker  | 13  | 3.00 EA  | \$185.00   | 50.00 % | \$92.50     | \$277.50    |
| 7.00 | 16708.    | Axys Control System with Fan<br>Base Price: \$2,121.00<br>16707AXS - Heat - \$675.00<br>16709AXS - Task Lights - \$270.00<br>16711AXS - Footwell Lighting - \$259.00<br>16712AXS - Down Bias Lighting - \$159.00<br>16713AXS - Arc Lighting - \$530.00<br>16769AXS - Axys Status Light 1 HI - \$1,097.00 | 14  | 0.00 EA  | \$5,111.00 | 50.00 % | \$2,555.50  | \$0.00      |
|      |           | OPTIONAL x3  |     |          |            |         |             |             |
| 7.01 | 15560     | Acrylic Cleaning Kit   | 15  | 0.00 EA  | \$159.00   | 50.00 % | \$79.50     | \$0.00      |
|      |           | OPTIONAL x1  |     |          |            |         |             |             |
| 8.00 | 15463     | Shelf Under Surface 19W x 9D - Metal   | 186 | 0.00 EA  | \$184.00   | 50.00 % | \$92.00     | \$0.00      |

Xybix Systems, Inc.  
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Quote Number: 32009

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 3 of 5

| Line        | Part Num     | Desc  | Qty | U/M     | List Ea.   | Disc. % | Disc. Price | Net Price  |
|-------------|--------------|---|-----|---------|------------|---------|-------------|------------|
| OPTIONAL x3 |              |   |     |         |            |         |             |            |
| 8.01        | 15476        | Shelf Under Surface USB Charging Upgrade Assembly   | 21  | 0.00 EA | \$154.00   | 50.00 % | \$77.00     | \$0.00     |
| OPTIONAL x3 |              |   |     |         |            |         |             |            |
| 10.00       | 12033-3D-FT. | Flip Top Return Worksurface - 18Wx36D   | 22  | 1.00 EA | \$782.00   | 50.00 % | \$391.00    | \$391.00   |
| 10.01       | 12033-3D-FT. | Flip Top Return Worksurface - 24Wx36D   | 23  | 1.00 EA | \$782.00   | 50.00 % | \$391.00    | \$391.00   |
| 10.02       | 12033-3D.    | Return Worksurface - 27.25Wx36D   | 24  | 1.00 EA | \$782.00   | 50.00 % | \$391.00    | \$391.00   |
| 10.03       | 12033-3D-FT. | Flip Top Return Worksurface - 36Wx36D   | 25  | 2.00 EA | \$782.00   | 50.00 % | \$391.00    | \$782.00   |
| 10.04       | 12033-3D.    | Return Worksurface - 36Wx36D  | 47  | 1.00 EA | \$782.00   | 50.00 % | \$391.00    | \$391.00   |
| 10.05       | 12035-3D.    | Return Worksurface - 71Wx36D  | 27  | 0.00 EA | \$1,409.00 | 50.00 % | \$704.50    | \$0.00     |
| OPTIONAL x1 |              |   |     |         |            |         |             |            |
| 11.00       | 16209        | Cable Bridge Corner Angled Left Side  | 28  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.01       | 16210        | Cable Bridge Corner Angled Right Side   | 29  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.02       | 15709        | Cable Bridge Straight Left Side   | 30  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.03       | 15710        | Cable Bridge Straight Right Side  | 31  | 1.00 EA | \$289.00   | 50.00 % | \$144.50    | \$144.50   |
| 11.04       | 15482-3D-FT. | CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge  | 32  | 1.00 EA | \$1,620.00 | 50.00 % | \$810.00    | \$810.00   |
| 11.05       | 15484-3D-FT. | CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge  | 33  | 1.00 EA | \$1,859.00 | 50.00 % | \$929.50    | \$929.50   |
| 11.06       | 15488-3D-FT. | CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge  | 34  | 2.00 EA | \$1,993.00 | 50.00 % | \$996.50    | \$1,993.00 |
| 12.00       | C-11093-3D.  | Drawer Pedestal - Mobile - Single - 16W - 6-6-12 Drawers 16W 22D  | 35  | 3.00 EA | \$1,566.00 | 50.00 % | \$783.00    | \$2,349.00 |
| 12.01       | CUSHION      | Detachable Tufted Memory Foam Chair Cushion, Thick Durable and Washable Slip Resistant Pads, 16 x 17 - MATERIAL TBD | 36  | 3.00 EA | \$240.00   | 50.00 % | \$120.00    | \$360.00   |

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Quote Number: 32009

Quote Date: 2/15/23  
Revision: #3  
Orig Create Date: 2/9/2023  
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Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 4 of 5

| Line        | Part Num  | Desc  | Qty | U/M     | List Ea.   | Disc. % | Disc. Price | Net Price  |
|-------------|-----------|---|-----|---------|------------|---------|-------------|------------|
| 14.00       | 11668-3D. | Lateral File - 36W2 Drawer 30H  | 37  | 1.00 EA | \$2,172.00 | 50.00 % | \$1,086.00  | \$1,086.00 |
| 14.01       | 11668-3D. | Lateral File - 36W2 Drawer 30H  | 38  | 0.00 EA | \$2,172.00 | 50.00 % | \$1,086.00  | \$0.00     |
| OPTIONAL x2 |           |   |     |         |            |         |             |            |
| 15.00       | 11766-3D. | Bookcase - UnderWS W/Toekick - 24W, 28H, 17D  | 39  | 0.00 EA | \$881.00   | 50.00 % | \$440.50    | \$0.00     |
| OPTIONAL x2 |           |   |     |         |            |         |             |            |
| 16.00       | 13675-3D. | Storage Cabinet - UnderWS W/Toekick - 27.25W, 28H, 22D  | 40  | 1.00 EA | \$1,396.00 | 50.00 % | \$698.00    | \$698.00   |
| 19.00       | 11359     | Footrest Adjustable 3-1/4" to 5"  | 41  | 0.00 EA | \$263.00   | 50.00 % | \$131.50    | \$0.00     |
| OPTIONAL x3 |           |   |     |         |            |         |             |            |
| 19.01       | C-10869   | Wrist Rest - For Keyboard and Mouse, Package  | 42  | 0.00 EA | \$74.95    | 50.00 % | \$37.48     | \$0.00     |
| OPTIONAL x3 |           |   |     |         |            |         |             |            |
| 20.00       | CHAIR     | 24/7 Concept Seating - 3150HR Operator Heavy Duty Task Chair, Swing - MATERIAL TBD - Includes | 43  | 0.00 EA | \$1,547.28 | 0.00 %  | \$1,547.28  | \$0.00     |
| OPTIONAL x3 |           |   |     |         |            |         |             |            |
| 20.01       | PB        | Performance Bond  | 49  | 0.00 EA | \$960.92   | 0.00 %  | \$960.92    | \$0.00     |
| OPTIONAL x1 |           |   |     |         |            |         |             |            |
| 90.00       | 16139     | Installers Kit Eagle Line   | 44  | 3.00 EA | \$0.00     | 0.00 %  | \$0.00      | \$0.00     |
| 99.00       | Other     | Other Charges & Services  | 45  | 1.00 EA | \$0.00     | 0.00 %  | \$0.00      | \$0.00     |

Line (45) - Miscellaneous Charge -

| Description                 | Ext. Price |
|-----------------------------|------------|
| 1.) Freight - Full Truck    | 2,307.00   |
| 2.) Installation            | 10,125.00  |
| 3.) Removal & Disposal (x2) | 1,657.50   |

|                   |             |                                   |             |
|-------------------|-------------|-----------------------------------|-------------|
| List Price Total: | \$94,322.50 | Lines Total:                      | \$49,024.86 |
|                   |             | Line Miscellaneous Charges Total: | \$14,089.50 |
|                   |             | Taxes Total:                      | \$0.00      |
|                   |             | Quote Total:                      | \$63,114.36 |



Xybix Systems, Inc.  
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Quote Number: 32009

Quote Date: 2/15/23  
Revision: #3.  
Orig Create Date: 2/9/2023  
Expires: 5/10/2023  
Opp #: 0027429

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 5 of 5

| Line | Part Num | Desc | Qty | U/M | List Ea. | Disc. % | Disc. Price | Net Price |
|------|----------|------|-----|-----|----------|---------|-------------|-----------|
|------|----------|------|-----|-----|----------|---------|-------------|-----------|

Note 1:  
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



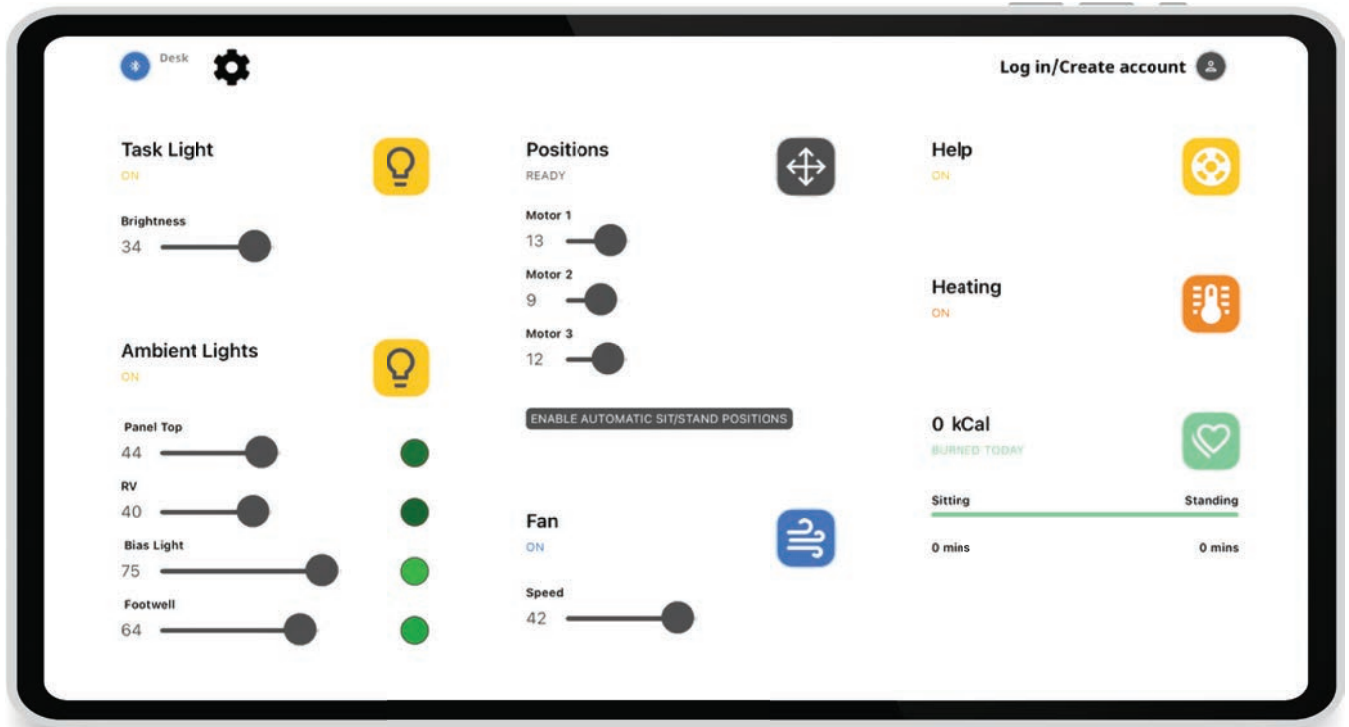
Task Lights

Dim or turn these lights on/off with a touch of the screen. They're an ideal way to provide additional light for your desktop.



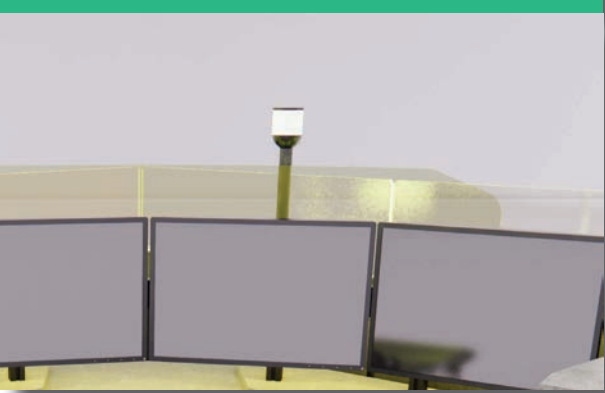
Ergonomic Console Adjustments

Set it and forget it. With an unlimited number of users, each person can easily program their favorite positions for sitting, standing, or any other need with customizable "scenes." Positions can be recalled instantly via a quick touch, and allow you to change positions throughout your shift.



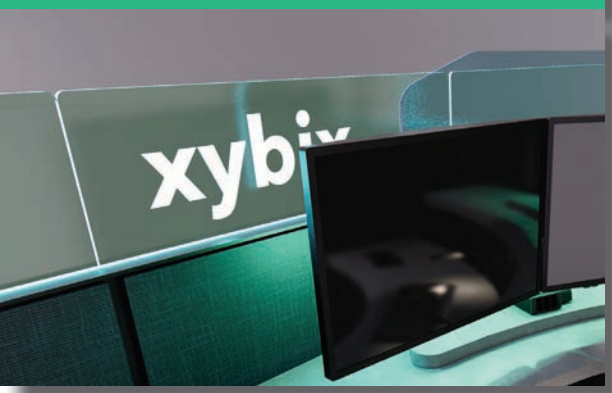
Help/Status Light

One click on the always present Help tile will toggle the flashing red help light on your workstation.



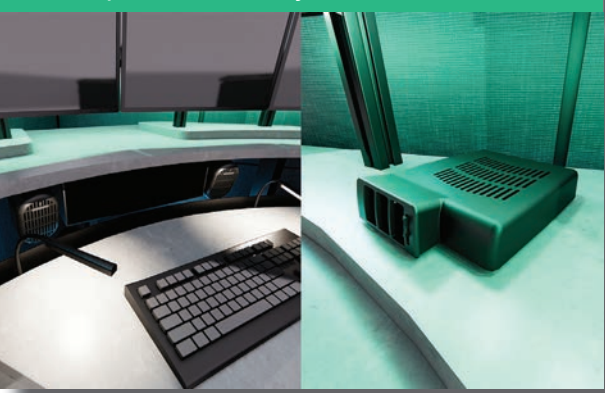
Ambient Lights - Panel Top

Light up the clear acrylic panel tops with the color of your choice. Customize your console with your logo or station ID via laser etching.



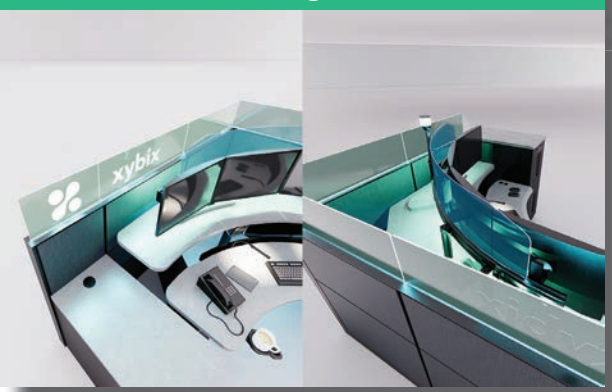
Heating/Cooling

Axyys workstations can be equipped with two 250w heaters and a cooling fan to keep your staff comfortable. Heaters can adjust to warm your hands or feet. Fan speeds are fully customizable.



Ambient Lights - Monitor Arc

Light up the top of your monitors with this clear acrylic. The acrylic hides your monitors, provides easy station identification, and allows for custom color configurations.



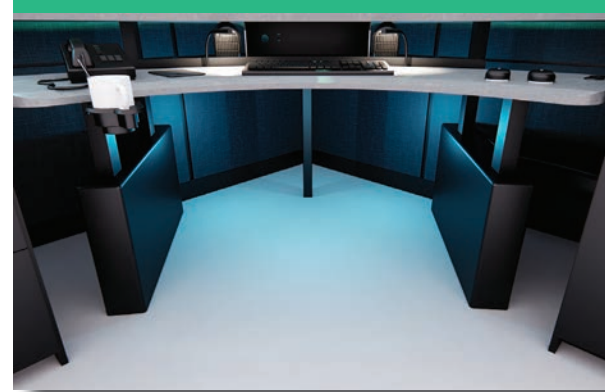
Ambient Lights - Bias Lighting

Bias lighting provides a glow beneath monitors to ease eye strain. Like all Axyys lighting options, the color and intensity can be customized.



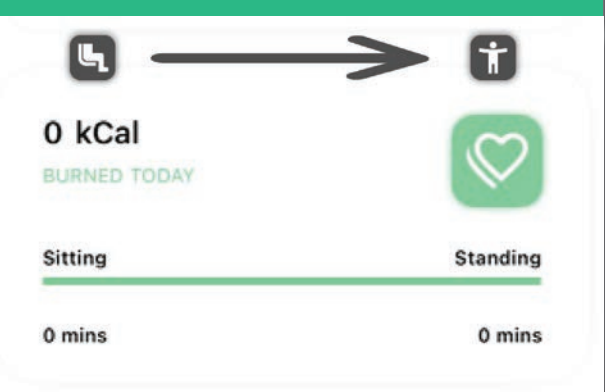
Ambient Lights - Undersurface

Give your workspace a space-age look with accent lighting that shines down into the footwell. Undersurface lighting pairs perfectly with bias lighting.



Calorie Counter

Standing burns more calories than sitting. Track the amount of calories you burn each day and set/track your goals via our handy calorie measurement tool.





## Axys System Specifications

**Voltage:** Standard 110 volt power

**Amps:** 5 amps (with Heater) or 0.85 amps (without Heater)

**Heater:** Two (2) 250-watt ceramic heaters with vertical rotation for a total of 500 watts and 4.5 amps

**Fan:** One (1) low-voltage fan with adjustable speed

**Lighting:** Capacity to control up to five (5) lighting locations with unlimited color or brightness at 9 watts each

**Lighting Locations:** Task Lighting, Undersurface, Down Bias, Monitor Arc, and Panel Top

**Lift Controller:** Built-in support for unlimited lifts controlling three (3) lift systems

**Profile Settings:** Unlimited profiles available per station with unlimited settings per user

**Help or Status Light:** Priority-driven single tier with unlimited color selection or multi-tier banner light

**Display:** App-driven software available for desktop computer (Windows) or dedicated tablet / mobile device (iOS or Android)

**Motion Detection:** Motion detection to pause usage after 15 minutes with no movement



iOS or Android: Bluetooth (Wireless)

Download App  
via App Store

Windows: Wired via USB Cable

Download App  
At Xybix.com



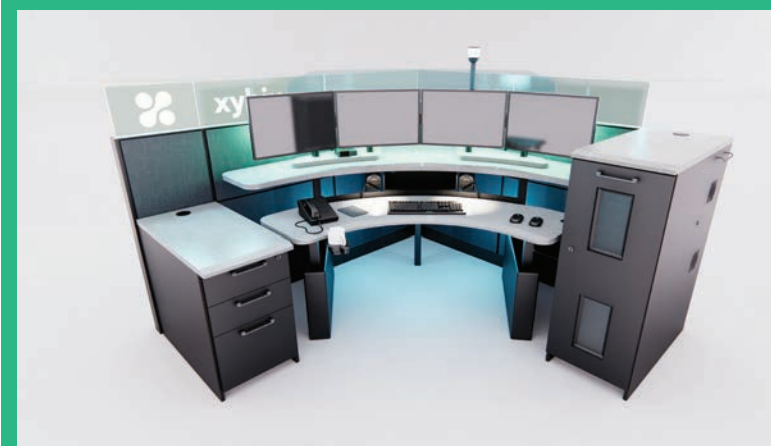
USB  
Connection

\*Android Support  
Coming 01/22

# axys

by xybix

**Introducing Axys from Xybix. Control every aspect of your workstation from a PC or tablet. Everything from the desk height to a variety of color settings and combinations is only a touch away.**



**Create your scene to go from one color scheme to another at the press of a button.**

**Create and save your favorite scenes for quick and easy recall.**



# Workstations for 911/Dispatch

Height-Adjustable Ergonomic Workstations and Consoles for Public Safety and Mission Critical Operations



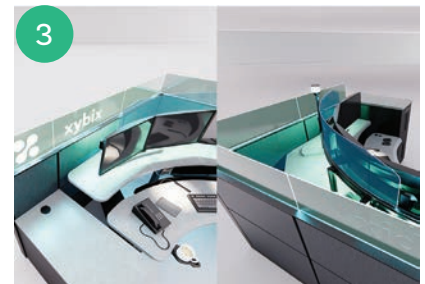
## Workstation Lift System

Ultra quiet, large profile lifting columns allow keyboard and monitor surfaces to lift independently. Precise ergonomic adjustments can be made with these durable electric table legs.



## Dual Height-Adjustable Work Surfaces

Finding your optimum ergonomic seated or standing position is now easier than ever with a monitor and keyboard surface that have independent height adjustment.



## Monitor Adjustment & RollerVision™

Proper focal depth adjustment is a key metric in achieving ergonomic health. Move your monitors simultaneously forward and backward to reduce eyestrain.



## Workstations for 911/Dispatch



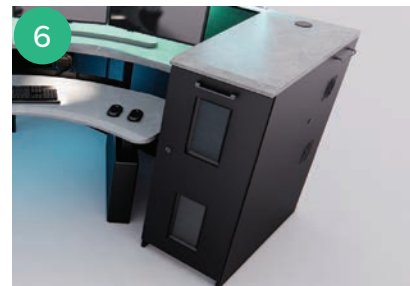
**Data Dock**

Easily connect keyboards, mice, and other devices without a costly call to IT and the lost productivity associated. Configurable to connect: USB, CAT6, phone and data equipment as well as additional plug-ins.



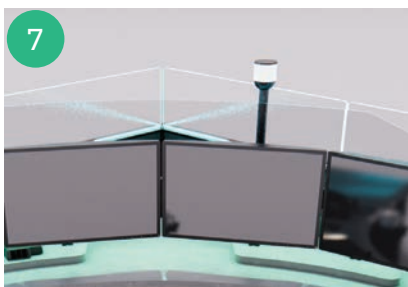
**Privacy Panel Systems**

Optional acoustical tile panel systems reduce noise pollution and aid in concentration. The panels are a perfect solution for open areas where privacy is required.



**Electronic Equipment Storage**

Finding space for computers and other equipment is simple with one of our flexible configurations. CPU cabinets and Tech Towers are customized based on your equipment needs.



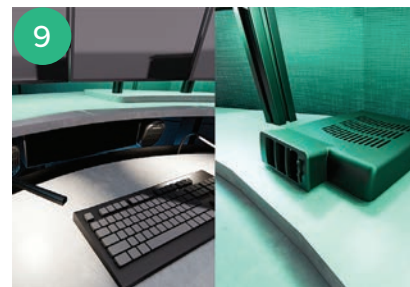
**Status Indicator Light**

This multi-colored, configurable light provides managers and users the ability to see the status of team members for better responsiveness and management.



**Work Surfaces**

Complete the look of your room with a customizable range of optional additional work surfaces for extra workspace, storage and organization.



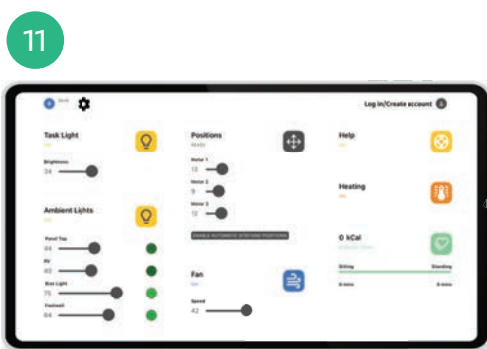
**Personal Climate Control**

Control your environment and comfort at your fingertips, using personal climate controls within the Aaxis system. Having complete control over your workspace temperature can lead to a more productive workday.



**Cable Management**

Proper cable management eliminates clutter and simplifies the appearance of your workstation. End-to-end cable management will rid you of loose connections and a "rat's nest" of cables. Technicians love the easy access, quick changes, and reduced maintenance.



**Aaxis Control Center**

Control everything from your desk height, to your lighting, to your temperature at the touch of a button. Save your favorite combinations as "scenes," which can be recalled quickly and easily. Aaxis accommodates a variety of users, scenes, and control devices.







# MOBERLY POLICE DEPARTMENT

MCC 7500E OPERATOR POSITION ADD-ON

SEPTEMBER 21, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.  
500 W. Monroe Street, Floors 37–44  
Chicago, IL 60661–3781  
USA

September 7, 2022

Moberly Police Department  
Attn: Chief Troy Link  
300 N. Clark St.  
Moberly, MO 65270

Subject: IP Dispatch Console Operator Position Addition

Chief Link:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide quality communication equipment and services to Moberly Police Department. Motorola Solutions' project team has taken great care to propose a solution to address your stated needs and provide exceptional value.

This proposal is subject to the attached Communication System and Services Agreement, including the Maintenance, Support & Lifecycle Management Addendum (the "CSSA"). Moberly Police Department may accept this offer by returning to Motorola Solutions a signed copy of the CSSA. This offer will remain valid for 90 days from the date of this proposal.

We thank you for the opportunity to present our proposed solution and look forward to working with you during the next phase of the procurement process. Should you have any questions, please contact your Motorola Solutions Authorized Reseller, John Briggs, at (573) 424-2257 or by email at [john.briggs@wirelessusa.com](mailto:john.briggs@wirelessusa.com).

Sincerely,

MOTOROLA SOLUTIONS, INC.

Jeff Stowasser

A handwritten signature in black ink, appearing to read 'Jeffrey J. Stowasser'.

Area Sales Manager  
Government & Public Safety  
**Motorola Solutions, Inc**

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## SECTION 1

# SYSTEM DESCRIPTION

## 1.1 MCC 7500E SOLUTION OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide Moberly PD with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Moberly PD with sophisticated network management and easy migration to future capabilities.

## 1.2 SUMMARY

The dispatch position at Moberly PD will connect to the backroom equipment via a customer-supplied Ethernet connection between the Moberly PD equipment room and the main dispatch room.

The single dispatch position\* at Moberly PD will include:

- One (1) CommandCentral Hub with Client PC
- Advanced Conventional with 30 Radio Resource Licenses
- One (1) 22" touchscreen monitor
- Two (2) Desktop Speakers
- Two (2) Headset jacks, one (1) headset base and one (1) monaural noise-cancelling headset
- One (1) gooseneck microphone
- One (1) footswitch
- Instant Recall Recording (IRR) with 2 speakers
- One (1) tower UPS

\*Note that an echo will be experienced between the new MCC7500E and the existing MCC7500s when the same talkgroup is monitored by two different dispatchers in the same room. This is due to a slight audio processing delay between the MCC7500 and the MCC7500E.





## 1.3 DESIGN/IMPLEMENTATION ASSUMPTIONS

In Motorola has made several assumptions in preparing this budgetary proposal. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The existing system is a K2 Core running A7.17.3 or greater.
- Unless specifically stated otherwise herein, this proposal does not address modifications, upgrades, or repairs to any existing equipment; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- All sites and equipment locations will have adequate electrical power and site grounding to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- All sites and equipment locations will have sufficient HVAC to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- Equipment floor/desktop space are existing or provided by Customer.
- Clear, unencumbered cable raceways/supports are existing or provided by Customer.
- Back-up power (i.e. UPS, Generator) is existing or provided by Customer.
- No new consolettes or antenna systems have been included in this design.
- Ports are available on existing CCGW(s). No new CCGW's are included.



## SECTION 2

# EQUIPMENT LIST

| LIM | O | QTY | NOMENCLATURE   | DESCRIPTION  |
|-----|---|-----|----------------|--|
| 1   | - | 1   | B1948          | MCC 7500E DISPATCH POSITION LICENSES                           |
| 1   | a | 1   | UA00653AA      | ADD: BASIC CONSOLE OPERATION                                   |
| 1   | b | 1   | UA00655AA      | ADD: ADVANCED CONVENTIONAL OPERATION                           |
| 1   | c | 1   | UA00250AA      | ADD: 30 RADIO RESOURCES LICENSE                                |
| 1   | d | 1   | UA00661AA      | ADD: ENHANCED IRR  |
| 2   | - | 1   | B1949          | MCC 7500E SOFTWARE DVD   |
| 3   | - | 1   | DSEV221B       | TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH                 |
| 4   | - | 1   | B1956          | COMMANDCENTRAL HUB, W/CLIENT PC                                |
| 4   | a | 1   | CA03553AA      | ADD: AC LINE CORD, NORTH AMERICA                               |
| 4   | b | 1   | CA03547AA      | ADD: BRACKET, MOUNTING 2RU                                     |
| 4   | c | 1   | CA03572AA      | ADD: CABLE RETENTION BRACKET                                   |
| 4   | d | 1   | CA03850AA      | Microsoft Windows OS for MCC 7500E                             |
| 5   | - | 1   | L3225A         | CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS            |
| 6   | - | 1   | L3226A         | CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS |
| 7   | - | 2   | B1952          | SPEAKER, DESKTOP, USB  |
| 7   | a | 2   | CA03405AA      | ADD: POWER SUPPLY WITH DC CORD                                 |
| 7   | b | 2   | CA03406AA      | ADD: AC LINE CORD, NORTH AMERICA                               |
| 7   | c | 2   | CA03413AA      | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M                         |
| 8   | - | 1   | DSLOGITECHZ130 | LOGITECH Z130 SPEAKERS   |
| 9   | - | 1   | B1951          | MICROPHONE, DESKTOP, USB                                       |
| 9   | a | 1   | CA03413AA      | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M                         |
| 10  | - | 2   | B1913          | MCC SERIES HEADSET JACK  |
| 11  | - | 1   | RLN6098        | HDST MODULE BASE W/PTT, 15 FT CBL                              |
| 12  | - | 1   | RMN5150A       | OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET               |
| 13  | - | 1   | DSTWIN6328A    | PROVIDES ONE DUAL PEDAL FOOTSWITCH                             |
| 14  | - | 1   | T8742          | MCAFFEE FOR WINDOWS CLIENT, A2019.2                            |
| 15  | - | 1   | T8806A         | WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1                     |
| 16  | - | 1   | DSF2B56AA      | USB EXTERNAL DVD DRIVE   |
| 17  | - | 1   | DSGXTT0750N008 | UPS, GXT5 TOWER 750VA/750W, 120V, 8.5 MIN RUNTIME, SOFTWIRED   |

## SECTION 3

# IMPLEMENTATION PLAN

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to Moberly P.D. and the tasks to be performed by Motorola, its subcontractors, and Moberly P.D. (“Customer”) to implement the solution described in this proposal. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and Customer during the project implementation.

## 3.1 SITE READINESS SURVEY

Prior to starting any site equipment installations, Motorola and Customer shall conduct a site readiness review at each job site to examine existing work, work performed by others, or work not included in this SOW, that is required to support the new equipment. The site readiness review documents any conditions that will prevent start of site upgrade or equipment installation work to be performed by Motorola and its subcontractors. Issues will be noted and responsible party(ies) must correct their deficiencies prior to system installation. Additional walks may be needed to confirm deficiencies have been properly corrected. The following table describes the tasks and assignments involved with installation and configuration of the provided solution.

## 3.2 KICKOFF/DETAILED DESIGN REVIEW

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via change order. Motorola will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or ‘locked down’ when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola. Once signed by both parties any subsequent changes shall be captured again via the change order process as described below.

## 3.3 CHANGE ORDERS

Change orders can be initiated by either Party and within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

## 3.4 MOTOROLA RESPONSIBILITIES



Motorola's general responsibilities include the following:

- Procure and/or manufacture Motorola provided equipment and ship to Customer provided local address.
- Schedule implementation in agreement with the Customer.
- Provide and install two (2) CAT5 runs from operator position to backroom equipment.
- Provide and install ground buss bar and ground conductor for new console.
- Remove the existing decommissioned console equipment per agreed to cutover plan.
  - Note: Equipment to be moved to be left on location for Customer disposal.
- Pick-up, deliver, and install Motorola provided equipment in Customer provided equipment room and tower space.
- Properly install and ground all new equipment to existing site ground system.
- Plug new equipment and UPS to Customer provided electrical outlets/UPS.
- Prepare equipment for final acceptance testing with Customer.
- Perform Final Acceptance Testing (ATP) with Customer to confirm new equipment operates as designed.
  - All test must pass for ATP to be considered final.
- Provide Customer with final documentation of the newly installed equipment.
- Review with Customer equipment necessary for transitioning to warranty support. Support Plan is described in section 5.

## 3.5 CUSTOMER RESPONSIBILITIES

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Provide adequate equipment floor/desktop space for new equipment.
- Provide adequate cable trays, unencumbered pathways from console location to backroom network equipment.
- Ensure communication site meets equipment space, grounding, power, lightning/power protection, and backhaul connectivity requirements for the installation of all new equipment.
- Provide any required wall penetrations, cable trays, and ice bridges.
- Coordinate the activities of all Customer vendors or other contractors necessary to support installation of the new console equipment.
- See Section 1.3 for additional responsibilities.

## 3.6 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the Customer's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

## 3.7 FINAL ACCEPTANCE

Final Acceptance will occur upon successful completion of the mutually agreed to Acceptance Test Plan. Upon Final Acceptance, Motorola and Customer will memorialize this event by promptly executing a System Acceptance Certificate that is included in the Contract. See Contract for additional terms that apply to Final Acceptance.

## SECTION 4

# SUPPORT PLAN

## 4.1 SUMMARY - WARRANTY

Motorola Solutions has over 85 years of experience supporting Mission–Critical communications for public safety and public service agencies. Motorola Solution’s technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

### **MOTOROLA 1<sup>st</sup> YEAR WARRANTY SUPPORT**

Motorola’s standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition, Motorola provides a customized support package to meet your new equipment support needs. Motorola will provide Essential Plus support services aligning with your current agreement as an extension of our standard commercial warranty support.

## 4.2 EXTENDED MAINTENANCE AND LIFECYCLE SUPPORT SERVICES (POST WARRANTY)

As Motorola Solution’s continuing commitment to supporting your new Console equipment after 1<sup>st</sup> year warranty expires, Motorola will continue providing Essential Plus with System Upgrade Agreement II for the new console. Motorola Solutions has provided 6 years of annual post warranty pricing for these services. See Price Page.





SECTION 5

# PRICING SUMMARY

|   |              |
|---|--------------|
| Console Solution with System Integration and 1 <sup>st</sup> Year Warranty Support Services | \$74,576.17  |
| State Contract Equipment Discount   | (\$5,135.50) |
| Solution Total  | \$69,440.67  |

| Post Warranty Maintenance and Lifecycle Support |            |            |            |             |
|---|------------|------------|------------|-------------|
| Year 2  | Year 3     | Year 4     | Year 5     | 4 Yr. Total |
| \$3,709.60                                      | \$3,844.00 | \$3,983.77 | \$4,129.22 | \$15,666.60 |



SECTION 6

# CONTRACTUAL DOCUMENTATION



Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and \_\_\_\_\_ (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”

Exhibit B “Payment”

Exhibit C Technical and Implementation Documents

C-1 “System Description” dated September 7, 2022

C-2 “Pricing Summary & Equipment List” dated September 7, 2022

C-3 “Implementation Statement of Work” dated September 7, 2022

C-4 “Acceptance Test Plan” or “ATP” dated TBD

C-5 “Performance Schedule” dated TBD

Exhibit D “System Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**“Solution Data”** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform



this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment

schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:  
Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8      TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9      SYSTEM ACCEPTANCE**

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10     REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.



10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL

OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13      DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14      INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in

settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this

Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache,



store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

## **Section 17 GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted

as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

|                                 |                 |
|---------------------------------|-----------------|
| <b>Motorola Solutions, Inc.</b> | <b>Customer</b> |
| By: _____                       | By: _____       |
| Name: _____                     | Name: _____     |
| Title: _____                    | Title: _____    |
| Date: _____                     | Date: _____     |

## Exhibit A

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1      DEFINITIONS

1.1      "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the agreement to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2      SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### Section 3      GRANT OF LICENSE

3.1.      Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

## **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and



security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1.    COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.    COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.    ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5.    GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.    THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

### **For Lifecycle Support Plan and Subscription Based Services:**

**Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

|        | Resource Types     |                    |                     |                        |
|--------|--------------------|--------------------|---------------------|------------------------|
| Levels | Project Management | System Engineering | System Technologist | Project Administration |
| 4      | \$ 290.00          | \$ 300.00          | \$ 280.00           | \$ 200.00              |
| 3      | \$ 240.00          | \$ 250.00          | \$ 240.00           | \$ 180.00              |
| 2      | \$ 220.00          | \$ 220.00          | \$ 220.00           | \$ 170.00              |
| 1      | \$ 190.00          | \$ 210.00          | \$ 210.00           | \$ 160.00              |

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT D

System Acceptance Certificate

Customer Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**  
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### **1. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

### **2. SCOPE**

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### **3. TERMS AND CONDITIONS**

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### **3.1 MAINTENANCE AND SUPPORT SERVICES**

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or

expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

**3.1.5 EQUIPMENT DEFINITION.** For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

**3.1.6 ADDITIONAL HARDWARE.** If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

**3.1.7 MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

**3.1.8 EQUIPMENT CONDITION.** All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

**3.1.9 EQUIPMENT FAILURE.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

**3.1.10 INTRINSICALLY SAFE.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

#### **3.1.11 EXCLUDED SERVICES.**

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## 3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle

## Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ■ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ■ year commitment.

## 4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or



assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

## REQUEST FOR PROPOSALS

### Emergency Communications Dispatch Console Furniture

**Owner: Moberly Police Department**  
 300 N. Clark Street  
 Moberly, Missouri 65270

**Purchaser: Randolph County Commission**  
 372 Highway JJ, Suite 2C  
 Huntsville, Missouri 65259



PRESENTED BY

**Dispatch Telecom Services (DTS), LLC**  
 517 Arbors Circle, Elgin, Texas

| <b>Schedule of Events</b>           |                          |
|-------------------------------------|--------------------------|
| <b>RFP Issue Date</b>               | <b>1/9/2023</b>          |
| <b>Final Date For Questions</b>     | <b>2/3/2023 at 4 PM</b>  |
| <b>RFP Due Date</b>                 | <b>2/17/2023 at 4 PM</b> |
| <b>Anticipated Award Date</b>       | <b>3/1/2023</b>          |
| <b>Installation Completion Date</b> | <b>7/1/2023</b>          |

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**ADDENDUM 1 – Issued 2/6/2023 - RECEIVED and UNDERSTOOD**



To all concerned:

DTS, LLC is pleased to provide this proposal for the Moberly Police Department Emergency Communications Center Dispatch Console Project.

Our *Prodigy* Dispatch Consoles are manufactured in Florida, USA and proudly produced with years of experience in Public Safety Communications. Our custom consoles have been designed with features that enhance the daily tasks of your communications professionals, and can improve the efficiency of your critical communication operations.

When you choose DTS, LLC and *Prodigy* products you will be directly connected to the manufacturing, planning, design, installation and continued support. Our team will personally oversee this project, providing you with the confidence that your vision will become reality from “*concept to call.*”

We have made every attempt to respond directly to all the requirements of this RFP. As you review our proposal you will see that we have provided a point by point reply to all the sections and detailed explanations where requested. In addition, we have created two conceptual room design OPTIONS, featuring both our *Prodigy* 76 “cockpit” console and our *Prodigy* Horizontal consoles, as well as custom cabinetry for both CPU and communication equipment storage. Within the space available, we have also created custom cabinetry for records and personal operator storage.

This is truly a custom design, with consoles and equipment specifically developed for your unique communication center operation. You have the option to utilize and/or modify every aspect of our proposed plans to create the most relevant and distinctive adaptation of *Prodigy Custom Dispatch Consoles*. We are not a “one size fits all” manufacturer. We want the Moberly Communications Center to be exactly what you want and need, and for us all to be proud of the new center for years to come.

DTS, LLC looks forward to working with you personally on this project and stands ready to respond to any additional questions or concerns you may have.

Again, we thank you for the opportunity to present our proposal.

Sincerely,



Justin Kirkwood, DTS, LLC

President/Owner

[jkirkwood@dtstx.com](mailto:jkirkwood@dtstx.com)

254-295-6936

## 1.0 - GENERAL

### 1.01 **Project Summary**

REVIEWED and UNDERSTOOD/COMPLY

### 1.02 **System Responsibilities**

REVIEWED and UNDERSTOOD/COMPLY

### 1.03 **Site Inspection**

REVIEWED and UNDERSTOOD/COMPLY

### 1.04 **Addendum to Specifications**

REVIEWED and UNDERSTOOD/COMPLY

ADDENDUM 1 – Issued 2/6/2023

### 1.05 **Proposal Questions**

REVIEWED and UNDERSTOOD/COMPLY

### 1.06 **Information to be Submitted with Proposal**

REVIEWED and UNDERSTOOD/COMPLY

- a. A complete list of all equipment proposed specifying the manufacturer and individual model numbers. All equipment and component parts furnished shall be new, meet the minimum requirements stated herein, and be in operable condition at the time of delivery.

Each of the items proposed are listed by individual model numbers in the provided pricing and are manufactured by Prodigy Custom Dispatch Consoles, LLC.

- b. A list of users of the proposed equipment.

Section 3.23 Vendor Experience/References and APPENDIX C asked for a list of similar response. We have provided this information in Appendix C.

- c. Samples of pertinent contracts, warranties, and purchase or lease and maintenance agreements.

Sample warranty is provided at the end of the proposal.

### 1.07 **Proposals Binding**

REVIEWED and UNDERSTOOD/COMPLY

### 1.08 **Rejection of Proposals**

REVIEWED and UNDERSTOOD/COMPLY

### 1.09 **Vendor Selection**

REVIEWED and UNDERSTOOD/COMPLY.

### 1.10 **Terms and Conditions of Award**

REVIEWED and UNDERSTOOD/COMPLY

- 1.11 **Contract Award**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.12 **Delivery**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.13 **Risk of Destruction or Damage**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.14 **Installation**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.15 **Implementation**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.16 **Acceptance**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.17 **Proprietary Statement**  
REVIEWED and UNDERSTOOD/COMPLY.
- 1.18 **Laws to be Observed**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.19 **Technical Manuals and Drawings**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.20 **Warranty**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.21 **Payments**  
REVIEWED and UNDERSTOOD/COMPLY
- 1.22 **Service**  
REVIEWED and UNDERSTOOD/COMPLY  
We maintain and provide warranty service by the same personnel that complete the installations. We will also provide critical spare parts at completion of installation.
- 1.23 **Performance Bond**  
REVIEWED and UNDERSTOOD/COMPLY



**Note: This is intended to supplement the General Proposal Conditions.**

**2.01 Proposal Documents REVIEWED and UNDERSTOOD/COMPLY**

Vendors shall submit **one (1) electronic copy via email** of the proposal as follows:

Moberly Police Department  
Attn: Adam Swon  
300 N. Clark Street  
Moberly, MO 65270  
660.263.0346  
[aswon@moberlypd.com](mailto:aswon@moberlypd.com)

**2.02 Proposal Response REVIEWED and UNDERSTOOD/COMPLY**

The Vendor must provide a specific response to each of the specifications and must address the requirements of each section. The contents of this proposal, by the successful potential Vendor, shall become a contractual obligation if accepted by the Owner. All proposal prices must be valid for 90 days from response due date. Proposals may be withdrawn or resubmitted any time up to the deadline for proposal closing.

**2.03 Specifications for Certain Equipment REVIEWED and UNDERSTOOD/COMPLY**

Nothing in this RFP is to be construed as limiting competition, as proposals are invited by manufacturers and distributors of other equipment which equals or exceeds the performance of the specified item(s). Such proposals will be given full consideration.

**2.04 Exceptions REVIEWED and UNDERSTOOD/COMPLY**

Exceptions to any part of the requirements stated in this RFP must be clearly identified as exceptions. Alternatives should be stated at that point in the response.

**2.05 Incurring Costs REVIEWED and UNDERSTOOD/COMPLY**

The Owner is not liable for any costs incurred in replying to this RFP.

**2.06 Insurance REVIEWED and UNDERSTOOD/COMPLY**

All Vendors shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations under the contract whether the operation be by the Vendor, by a subcontractor, or by anyone employed by them. The successful Vendor must submit prior to contract award, evidence of insurability in the amounts as specified below, (A certificate of Insurance). The Vendor must maintain said insurance until the system is accepted by the Owner.

- a. Employer's liability insurance - as provided in the applicable law.
- b. Comprehensive Public Liability:
  - Personal Injury - \$1,000,000
  - Property Damage - \$500,000
- c. Comprehensive Automobile:
  - Personal Injury - \$1,000,000
  - Property Damage - \$500,000

- d. Blanket contractual (hold harmless) protection; and for, theft, and vandalism insurance, for full value of all materials and equipment furnished by the supplier.

The Vendor, any subcontractor(s) and all employee(s) thereof shall indemnify and save the Owner and participating cities and counties, its officers, affiliates, consultants and employees from any and all claims, suits, losses, damages, or expenses on account of injuries or death of any or all persons or property damages sustained and caused by an act, omission, neglect, or misconduct of said Vendor, subcontractor(s), and employees thereof.

**2.07 Independent Contractors REVIEWED and UNDERSTOOD/COMPLY**

The Vendor(s) and all employees of the successful Vendor(s) shall not be considered employees of the Owner or any participating city or county while engaged in the performance of any work or services required herein and shall be Independent Contractors. Any and all claims that may arise under the State's Workers Compensation Act on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein shall in no way be the obligation or responsibility of the Owner.

**2.08 Coordination of Activities REVIEWED and UNDERSTOOD/COMPLY**

The successful Vendor(s) will coordinate all project activities with the Owner's assigned representative. The Owner shall have the right to modify installation plans and schedules.

**2.09 Installation Requirements REVIEWED and UNDERSTOOD/COMPLY**

The cost of installation of all equipment requested shall be included in the proposal price as a separate item as indicated on the proposal form. Upon completion of the installation, all systems and equipment shall operate in accordance with the specifications.

**2.10 Permits REVIEWED and UNDERSTOOD/COMPLY**

The successful Vendor(s) shall assist the Owner in the procurement of all licenses and permits necessary to the successful completion of this project. The successful Vendor shall be responsible for any required modifications to permits and licensing.

**2.11 Cost Proposal REVIEWED and UNDERSTOOD/COMPLY**

The Vendor must provide clear statements describing the objectives of all proposed pre-installation and implementation planning and engineering efforts with costs. All prices shall include warranty and delivery to the Owner. Payment will be made only for equipment and services purchased under contract with the Vendor. Payment will not be made for submission of proposal or any part thereof.

**2.12 Parts REVIEWED and UNDERSTOOD/COMPLY**

The Vendor shall certify that it maintains a stock of replacement parts for each item included in its equipment list, and shall be in a position to replace such parts as may be required for a period consistent with the life of the equipment or for at least as long as the customer maintains support on the system.

**Bidders are requested to indicate their understanding and compliance by entering YES or NO under each statement and providing any additional EXPLANATION as deemed necessary.**

### 3.1 Overview REVIEWED and UNDERSTOOD/COMPLY

Public Safety/Emergency Communication Centers pose unique challenges and demands. Unlike an office environment, emergency communications personnel are required to manage multiple screens of information simultaneously, plus additional ancillary rack mount electronics. Additionally, emergency communications consoles are utilized 24 hours per day/ 7 days per week by many different employees, with many different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture that is specifically designed and engineered for Emergency Communication Centers will be acceptable. Office furniture systems will not be considered.

The following specifications detail the minimum requirements of the Console Furniture System. Bidders must provide a point-by-point technical response stating compliance or taking exception.

### 3.02 Console Modularity

The furniture must be provided from standard, previously manufactured items that have the capability of adding on to or re-configuring at a later date. Any add-on sections, such as bridges, peninsulas, and returns must be included.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.03 Ergonomics

A **minimum of six (6) 24-inch flat panel displays** at each console must be mounted to integrated monitor supports that are secured to the sit to stand section for optimal flexibility. Adjustments must be able to be accomplished from the seated position in order to meet ADA requirements. Monitor mounts must feature multiple points of rotation allowing multiple monitors to maintain a single focal length for viewer's eyes with a range of motion. **Refer to the desired monitor layouts in Exhibit A.**

To reduce the incidence of repetitive stress injuries, the console furniture must provide height adjustable input platforms. The engineering of the console furniture must offer comfort, safety and adjustability for the operator. The console vendor shall include statement of compliance with ANSI/HFES 2007, and ADA guidelines and requirements.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.04 **Structural Integrity**

The console furniture shall be designed specifically for 24/7 operations in an Emergency Communication Center environment. The core serves as the primary structural foundation for the console system and must carry a minimum load rating of 1000-lbs. The console must be sturdy enough to mount all electronic accessories, including monitors, without compromising the integrity of the system. The structure should be free standing and not rely on walls for support.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.05 **Technology**

At a minimum each console must be designed to accommodate **five (5) CPUs**, the Electronics cavity storage provided for CPU equipment and cable routing must keep the knee space below the consoles unobstructed to allow dispatchers a full range of movement to reach necessary equipment. The Vendor will also provide 6' extension cables for the monitors, keyboards and mouse at each workstation for up to five (5) CPU's. Access to all sides of each CPU must be provided from the front of the console. Preference will be given to furniture with roll-out shelves to accommodate the workstation CPU's. Cavities must have fan air circulation. Cabling chases must be designed for ease of access and incorporation of additional runs to meet future needs.

#### **CPU List & Sizes**

| <b>CPU #</b> | <b>Use</b> | <b>Dimensions (Depth x Width x Height)</b> |
|--------------|------------|--|
| 1            | Radio      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 2            | 911        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 3            | CAD        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 4            | Admin      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 5            | Spare      | Spare                                      |

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.06 **Environmental Controls**

The proposal shall describe all available environmental control options and list the costs associated with each, including, but not limited to adjustable task lighting, indirect lighting, heating, cooling, filtered airflow, sound masking system, and primary and input surface height adjustments. Environmental controls must all be readily accessible from a seated position and meet ADA requirements. User replaceable air filters should be provided for the entire standard warranty period.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

**Prodigy provides two different types of personal environments that comply with the requirements listed above and have been priced with the OPTIONS.**

### 3.07 **Acoustical Console Walls**

All equipment, material and articles requested under this specification are to be new or fabricated from new materials. The use of used, remanufactured, or rebuilt products is not allowed under this specification. Acoustical walls shall be constructed with a high density, fire resistant, sound absorbing subsurface. Edges of these partitions shall be durable and replaceable. All fasteners must be completely concealed. Leveling glides shall be an integral part of the system to accommodate uneven floors.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.08 **Surfaces**

All primary work surfaces, input platforms, and extension surfaces shall be constructed of durable materials that will withstand the 24-hour use environment of an Emergency Communication Center. Primary work surfaces and extensions shall include cable drop areas for access into the fixed electronics cavities. All edges must be treated in a replaceable high impact edging material.

#### **a. Monitor Surfaces & Monitor Mounting Structure**

The monitor mounting surface and structure should be height adjustable with smooth, quiet motorized control. The operator must be able to make all monitor adjustments from either a standing or sitting position. At least one inch safety clearance between all moveable and fixed surface is required. A safety system should be in place to prevent accidental lowering of the unit when it is taken off-line or service. Proposers are encouraged to propose the ability for users to quickly adjust monitor and keyboard surfaces to personally present heights.

These surfaces must be non-porous, non-glare and of high pressure laminate or solid surface materials of standard color (meaning items readily available or no "special order" materials). Surfaces should be mark, stain and scuff resistance and easy to maintain and clean. All corners and edges will be rounded and properly finished in similar solid surface materials.

The surface and/or monitor mounting structure must be able to be pulled forward or pushed back for operator comfort. There is no preference for this capability to be motorized or non-motorized. The unit must be able to accommodate up to six (6) 24-inch monitors without obstructing the view. The monitor surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface and mounting structure must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weights of the surface and components. Additionally we encourage the proposer to address considerations of bracket rack mounted monitors, possible dual stacked, fixed mounted and/or articulating arm.

## b. Keyboard Surface

The keyboard surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weight of the surface and components. The keyboard surface must accommodate two standard-size keyboard and one keypad for telephone functions and meet or exceed ANSI/HFES requirements.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | YES | Explanation: |
|-------------------|-----|--------------|

### 3.09 Pedestals and Accessories

Drawer hardware must be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer. All file drawers must have built-in hanging file capability. All doors must include full articulation door hardware to accommodate uneven floors. The pedestals shall be finished on all sides for use outside the console, and be equipped with dual-wheel front-locking casters. Cushion seating should be available as options and should be rated for 300 lbs. At a minimum, the following options should be made available:

- Bookcases
- File Drawers
- Box Drawers
- Lateral File Drawers

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | YES | Explanation: |
|-------------------|-----|--------------|

### 3.10 Edge Material

Replaceable vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and primary surfaces, and a minimum 13mm thick for all input platforms.

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | YES | Explanation: |
|-------------------|-----|--------------|

### 3.11 Equipment Enclosures

Equipment enclosures must include EIA mounting rails front and rear. Each console should include at a minimum 4 racks each 19" deep X 22" wide X 8" high. Blank faceplates accenting or matching surrounding finish must be included with each rack. At a minimum, the following options should be made available:

- Interior task lighting to equipment cabinetry
- Access to CPUs/cabling from front and back
- Quiet blowing ventilation for equipment cabinetry

|                   |     |              |
|-------------------|-----|--------------|
| Understood/Comply | YES | Explanation: |
|-------------------|-----|--------------|



### 3.12 **Laminates**

High pressure must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish. Thermally Fused Laminate must meet NEMA LI-1-1998. Low Pressure Laminate is not acceptable.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.13 **Fabric**

Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards. The flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.14 **Sit to Stand Base and Input Platform**

The following specifications shall apply to the Console Furniture base and keyboard platform.

#### **a. Primary Surface**

Components shall be UL listed. The motor/gear drive system must have a 700 lb. gross weight-lifting capacity, including the surface, input platform, and input platform mechanism. Design must accept uneven load distribution. Range of travel will need to accommodate a low of 24-inches to a high of 46-inches, infinitely adjustable within the 22-inch range.

#### **b. Input Platform**

The Input Platform shall be designed to provide un-obstructed knee clearance in the seated operating position in accordance with ANSI standards. Platform must be tested to 250 lbs. Input Platform must be secured to the primary surface by metal-to-metal connection utilizing steel plates and bolts, no wood screws will be acceptable.

#### **c. Unified Frame**

Sit-to-stand base must be designed with a footprint to allow maximum stability based on the overall size of the Flat Screen primary surface. The entire console must be tied together so that there will be no movement of the primary surface away from the remainder of the console. It must meet ANSI/HFS standards and ADA requirements for foot and leg clearance. There must not be any obstructions for side-to-side movement within the footprint of the console. Leveling glides shall be an integral part of the system to accommodate uneven floors.

#### **d. Adjustments**

All adjustments for the sit-to-stand base and input platform shall be attained from the front of the input platform or the front of the primary surface and shall be able to be adjusted from either the seated or standing position with the use of one hand to meet ADA requirements.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

#### **3.15 Electrical and Cable/Wire Management**

Every console must include an electrical system to be connected to the building's electrical and grounding systems with a **minimum of 24 AC outlets** configured to accommodate power transformer plugs.

Each console must include options for user-accessible voice and data connections. All data and voice paths must be completely segregated from the power management systems. Each console shall have a **minimum of 6 data/voice outlet boxes**.

As an integral part of the cable management, the Vendor shall include a minimum **twenty-four (24) port patch panel** that will allow for the connection of up to twelve (12) ethernet cables from the 911/radio IT room to the electronic components installed into the furniture.

A cable management system must be provided that allows for independent movement among the monitor and keyboard surfaces. The system must minimize the wear and tear on the traveling cables by keeping them separated as well as enclosed. No operator intervention is to be required. The proposer is to provide all cable management within, under and on the console.

Cavity illumination should be offered as an option.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

#### **3.16 Task Lighting**

Ambient light levels will be very dim and task lighting incorporated in the consoles will be the primary source of lighting for dispatchers and call takers. Lighting solutions must provide 100% of the required light at each workstation and provide user controlled, infinite dimming variability. Please specify the lighting you will supply. Provide its expected life and rated lumen output. Also list and price any other lighting options you have available under a "Lighting Options" section.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.17 **Headsets/Speakers**

Each console must support dual headset jacks for both radio and telephone. Describe how your console will accommodate that. Also, small cube speakers with individual power supplies for selected and unselected radio traffic needs to be accommodated on the console surface. Describe how this would be accomplished.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.18 **Storage Cabinets**

Each console will be equipped with additional drawer units for storage of personal items and work items at the various positions. The cabinet would be able to be housed under the keyboard and monitor surfaces while they are in the fullest downward position, or to the side. The drawers should match the color and design of the console. Describe your offering.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.19 **Resource Storage**

Describe the option to provide an easily accessible cabinet to store resource materials. These could be books of procedures or maps of campus areas. Multiple consoles would share these resources, depending upon room layout.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.20 **Accessories**

Vendor shall offer a full complement of accessories to be available including:

- Environmental controls
- Cooling Capability (per workstation)
- Heating Capability (per workstation)
- Task Lighting (per workstation)
- Interior PC Cavity Lighting (per workstation)
- Foot Rests (per workstation)
- Wrist Rests (per workstation)
- Call Status Indicator Light
- Workstation Accent Lighting (side panels and under work surface)
- Shared Storage Solutions

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.21 **Design Considerations**

Each Vendor must submit a floor plan to scale, showing each item being proposed. In addition, perspective drawings will be required in the submittal with dimensions of height, width, and depth in order to determine compliance with the specifications. All accessories being proposed must be shown in these drawings. Customer provided electronics such as flat Screens, telephones, CPUs, and rack mount panels must be shown, to scale, in the 3-dimensional/perspective drawings. Labeled cut away or exploded illustrations of acoustical walls, primary surface, and sit to stand base should be included.

Colors are to be selected from manufacturer's standards. At a minimum one full set of laminate, edge, and fabric samples must be submitted with the proposal. It will be necessary to provide color Owners and/or color renderings at the pre-construction conference to make a final decision.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.22 **Pre-Installation Conference**

Upon award of contract to a successful bidder and prior to installation, a pre-installation conference will be held. The conference shall be attended by the manufacturer's representative, Owner's representation and Consultant.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

### 3.23 **Vendor Experience/References**

The "Console Furniture" to be supplied shall have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request. A list of no less than five (5) sites installed of like size must be included with the proposal, complete with contact name, address, phone, email, date of installation and size of installation. If bidder is not the manufacturer of all major components, such as surfaces, console walls, environmental controls, and lift systems, then the bidder must specify which manufacturer is being used and include their reference information and past experience to determine qualified status.

|                          |            |   |
|--------------------------|------------|---|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation: Please see Appendix C</b> |
|--------------------------|------------|---|

### 3.24 **Warranty/Service Response**

The console furniture must be warranted to be free from defects in material and workmanship for five (5) years based on 24/7 usages with a lifetime warranty on the frame. This must be an all-inclusive warranty and will need to cover 100% of the console furniture for the entire 5-year period. Warranty must include all product, freight, and installation.

Bidders must supply a copy of their minimum all-inclusive 5-year warranty with the name, contact, and phone number of the service organization providing the service response, signed by an authorized representative of the Company.

All service and warranty work must be initiated within a minimum of 48 hours after notification. Describe who would be performing the service work, their location and their connection to your company.

|                          |            |  |
|--------------------------|------------|--|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation: Please refer to the document provided at the end of this response for our standard Warranty.</b> |
|--------------------------|------------|--|

### **3.25 Lead Time & Installation**

Lead-time could be a critical factor. Bidders must present their best lead-time to design, manufacture, ship, and install the console workstation system.

Shipping must be direct to the facility, inside delivery, unless otherwise noted.

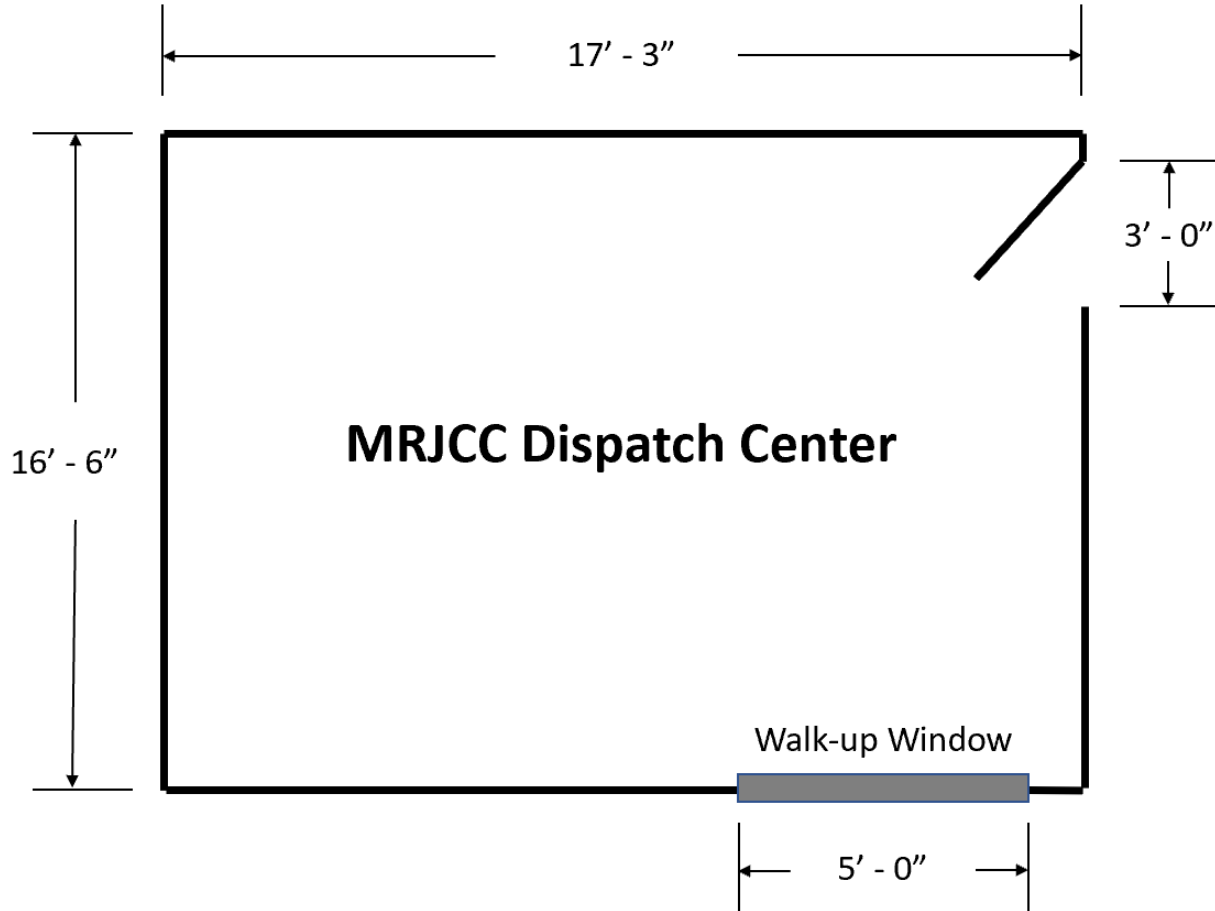
Trained professionals experienced with the working environment of a public safety communication center must perform the installation. Only the manufacturer's factory installers or their trained and authorized designees shall assemble and install the workstations. The installation team is responsible for the removal of all new furniture packing materials.

Once the installation is complete, a "walk-through" will be required with the installation Foreman in order to ascertain full compliance to the floor plan, console design, and materials specified. Any inconsistencies will be noted and must be scheduled for completion prior to sign off of the project.

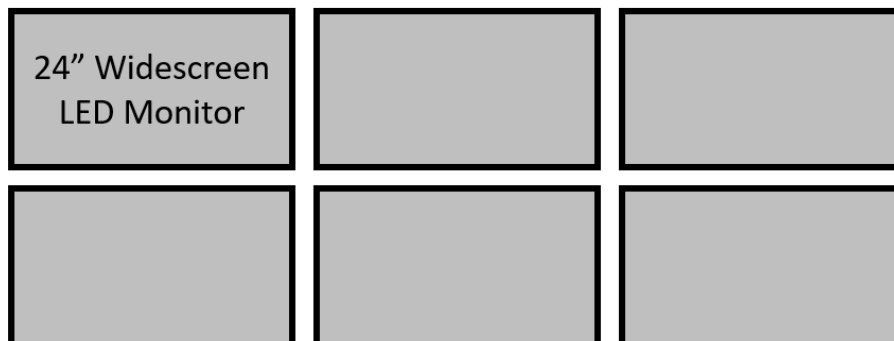
Each proposer is to include training on the use of the new consoles during installation.

|                          |            |                     |
|--------------------------|------------|---------------------|
| <b>Understood/Comply</b> | <b>YES</b> | <b>Explanation:</b> |
|--------------------------|------------|---------------------|

**APPENDIX A – ROOM and WORKSTATION MONITOR LAYOUT**  
 Moberly Police Department



**Planned Monitor Configuration**



**REVIEWED and UNDERSTOOD/COMPLY**



## APPENDIX B – COST FORM

**THIS TABLE TO BE SUBMITTED WITH PROPOSAL RESPONSE**

Moberly Police Department

### Layout OPTION ONE

| Description  | Units | Unit Cost    | Total Cost          |
|--|-------|--------------|---------------------|
| Console, Panels, CPU, Cabinets as shown                            | 3     | \$ 16,738.80 | \$ 50,216.40        |
| Integrated Monitor Mounting (per workstation)                      | 3     | \$ 1,230.00  | \$ 3,690.00         |
| Interior Cavity Ventilation (CPU Cabinets)                         | 3     | included     | included            |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 3     | \$ 462.00    | \$ 1,386.00         |
| Shipping   | 1     | \$ 4,905.00  | \$ 4,905.00         |
| Installation Services  | 1     | \$ 5,000.00  | \$ 5,000.00         |
| Breakdown & Removal of Existing Furniture                          | 1     | \$ 4,800.00  | \$ 4,800.00         |
| <b>TOTALS</b>  |       |              | <b>\$ 78,103.40</b> |

### Layout OPTION TWO

| Description  | Units | Unit Cost    | Total Cost          |
|--|-------|--------------|---------------------|
| Console, Panels, CPU, Cabinets as shown                            | 3     | \$ 19,617.54 | \$ 58,852.64        |
| Integrated Monitor Mounting (per workstation)                      | 3     | \$ 1,230.00  | \$ 3,690.00         |
| Interior Cavity Ventilation (CPU Cabinets)                         | 3     | included     | included            |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 3     | \$ 462.00    | \$ 1,386.00         |
| Shipping   | 1     | \$ 4,905.00  | \$ 4,905.00         |
| Installation Services  | 1     | \$ 5,000.00  | \$ 5,000.00         |
| Breakdown & Removal of Existing Furniture                          | 1     | \$ 4,800.00  | \$ 4,800.00         |
| <b>TOTALS</b>  |       |              | <b>\$ 78,807.64</b> |

### OPTIONAL ELEMENTS

| Description                                   | Units | Unit Cost         | Total Cost     |
|---|-------|-------------------|----------------|
| Performance Bond                              | 1     | \$ 3000.00        | \$ 3000.00     |
| Task Lighting (per workstation)               | 1     | \$ 225.00         | \$ 225.00      |
| Cooling Capability (per workstation)          | 1     | \$ 1,320.00       | \$ 4,020.00    |
| <b>PRODIGY Comfort System heat &amp; cool</b> |       | <b>All in one</b> | <b>Prodigy</b> |
| Interior Cavity Lighting (per workstation)    | 1     | \$350.00          | \$350.00       |
| Foot Rests (per workstation)                  | 1     | \$ 175.00         | \$ 175.00      |
| Wrist Rests (per workstation)                 | 1     | \$ 150.00         | \$ 150.00      |
| Call Status Indicator Light                   | 1     | \$ 475.00         | \$ 475.00      |
| Workstation Accent Lighting                   | 1     | \$ 275.00         | \$ 275.00      |
| Shared Storage Solutions                      | 1     | Request size      | Request size   |
| Seating                                       | 3     | \$ 1,687.00       | \$ 5,061.00    |

**Prodigy Cost Detail**

The following is a list of our products being offered in the provided OPTIONS and pricing:

**OPTION ONE**

|                  |  |
|------------------|--|
| PROD-76-HCZ      | Prodigy 76 Console - Dual Surface Horizontal. Standard Duty Base (380lb Static Load capable Monitor & Keyboard Surfaces) Powder coated metal sub-frame w/ Standard Duty Base. 4" Cable Management Chain between work surfaces. Horizontal Cable Mgmt. 4..2-20Amp Power Bars under the monitor - focal platform |
| PROD-76-HZ Panel | Prodigy 76: Horizontal Panel System  |
| PROD-76-DMS      | Prodigy 76 Data Mgt System   |
| PROD-76-W        | Wood Side CPU-2 Door CPUw/Top lift 30Wx36Dx20H   |
| PROD-76-PP       | Personal Pedestal: 16Wx20Dx20H   |
| PROD-76-1DF      | 3 Drawer File Cab 24Wx36Dx30H  |
| PRO-0-3MA        | 3x3 Monitor Array  |
| PROD-76-PCS      | Prodigy 76 Personal Comfort System   |

**OPTION TWO**

|                  |   |
|------------------|---|
| PROD-76-HZC      | Prodigy 76 Dual Surface Horizontal Console  |
| PROD-64-CSL      | Prodigy 64 Console                          |
| PROD-76-IDF      | 1 drwr 1D filing cabinet 18x36x30           |
| PROD-76-W        | Wood Side CPU-2 Door CPUw/Top lift 30x36x30 |
| PROD-76-HZ Panel | Prodigy 76 Horizontal Panel System          |
| PROD-64-PS       | Prodigy 64 High Panel System                |
| PROD-76-3DF      | 3 Drawer File Cab 27x36x30                  |
| PROD-76-1DF      | 1 Drwr, 2 Dr filing Cab 27x36x30            |
| PROD-0-4MA       | 4X4 Monitor Array                           |
| PROD-0-3MA       | 3x3 Monitor Array                           |
| PROD-76-PCS      | Prodigy 76 Personal Comfort System          |
| PROD-64-PCS      | Prodigy 64 Personal Comfort System          |

## APPENDIX C – REFERENCES

**THIS PAGE TO BE SUBMITTED WITH PROPOSAL  
RESPONSE**

Moberly Police  
Department

### **List of Reference Contacts**

***Prodigy manufactures and assembles all the components, panels and cabinetry for our dispatch console systems.***

***We use the following component manufacture for our lift systems actuator and controllers.***

Linak US, 2200 Stanley Gault Parkway, Louisville, KY 40223

***We use the following component manufacture for our personal comfort system and controllers.***

Air Innovations, 7000 Performance Drive, North Syracuse NY 13212.

### **SUBMIT FIVE REFERENCES**

Customer Name University of Nebraska Police Department

Address 300 N 17<sup>th</sup> Street, Lincoln, Ne 68588

Telephone Number 402-472-2222

Contact Person and E-Mail Sara Haake / sara.haake@unl.edu

Type of System Prodigy 76 Sit/Stand w/Personal Environment

Date Completed 02/06/2023

Customer Name Fillmore County Sheriff's Office

Address 900 G Street, Geneva, NE 68361

Telephone Number 402-759-4441

Contact Person and E-Mail Jean Engle / fcema@fillmorecountyne.gov

Type of System Prodigy 76 Horizontal Sit/Stand

Date Completed 02/09/2023

Customer Name Florida State University Police Dept.

Address 830 w. Jefferson St, Tallahassee, FL 32304

Telephone Number 850-644-1234

Contact Person and E-Mail Capt. Jason Trumbower - [jtrumbower@fsu.edu](mailto:jtrumbower@fsu.edu)

Type of System Prodigy 76 Horizontal Sit/Stand

Date Completed 12/15/2020

Customer Name Parsons Police Department

Address 217 N Central, Parsons, KS 67357

Telephone Number 620-421-7801

Contact Person and E-Mail Sup. Marty Shields [mshields@parsonspd.com](mailto:mshields@parsonspd.com)

Type of System Prodigy 76 Horizontal Sit/Stand

Date Completed 02/15/2021

Customer Name NJT, New Jersey Transit Authority

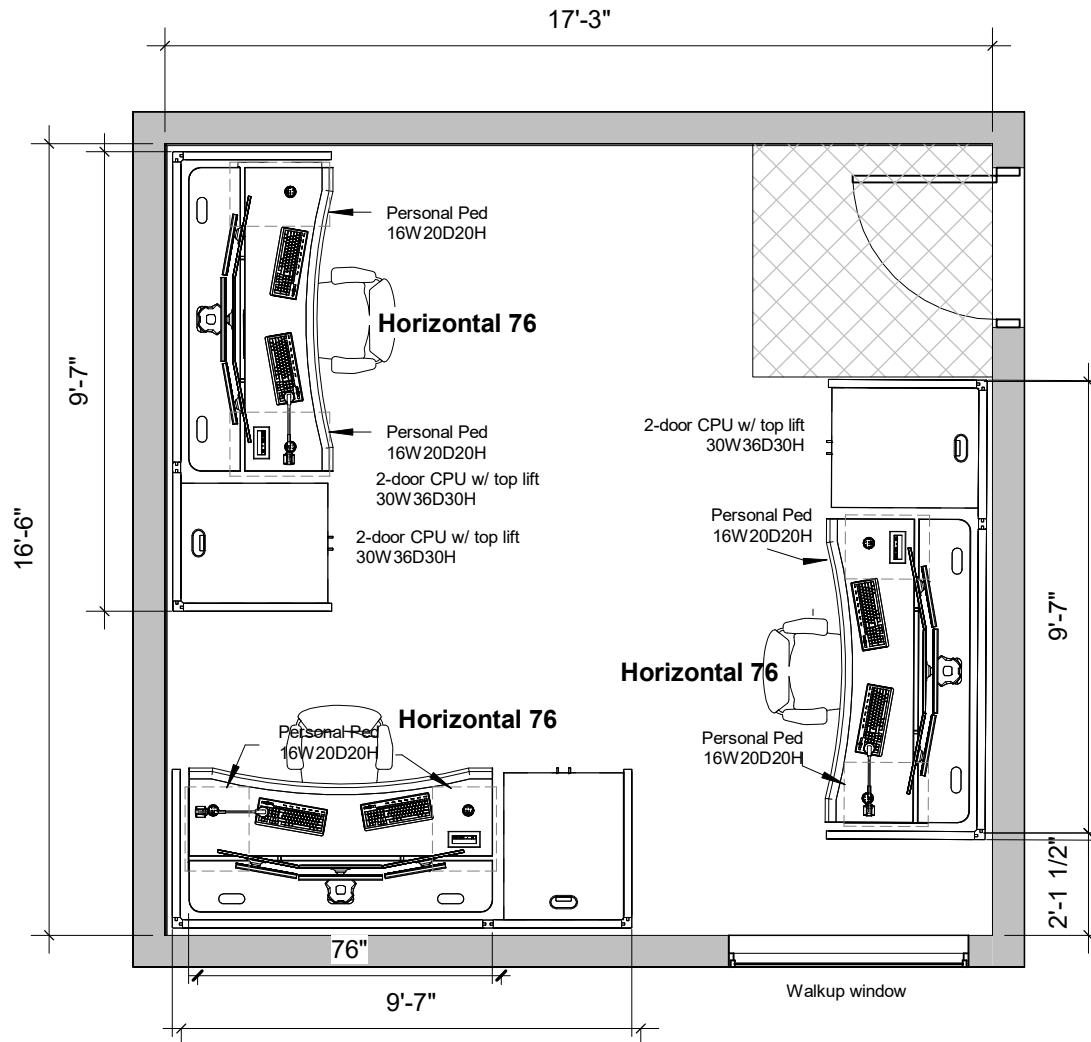
Address 180 Boyden Ave, Maplewood NJ 07040

Telephone Number 973-378-6543

Contact Person and E-Mail Fred Shandler [Fshandler@NJTransit.com](mailto:Fshandler@NJTransit.com)

Type of System Prodigy 76 Sit/Stand

Date Completed 01/15/2023



**FLOOR PLAN**  
SCALE: 1/4"=1'-0"

256



#3.



**Project:**  
**Moberly PD**

**Option 1 -**  
**Horizontal 76**

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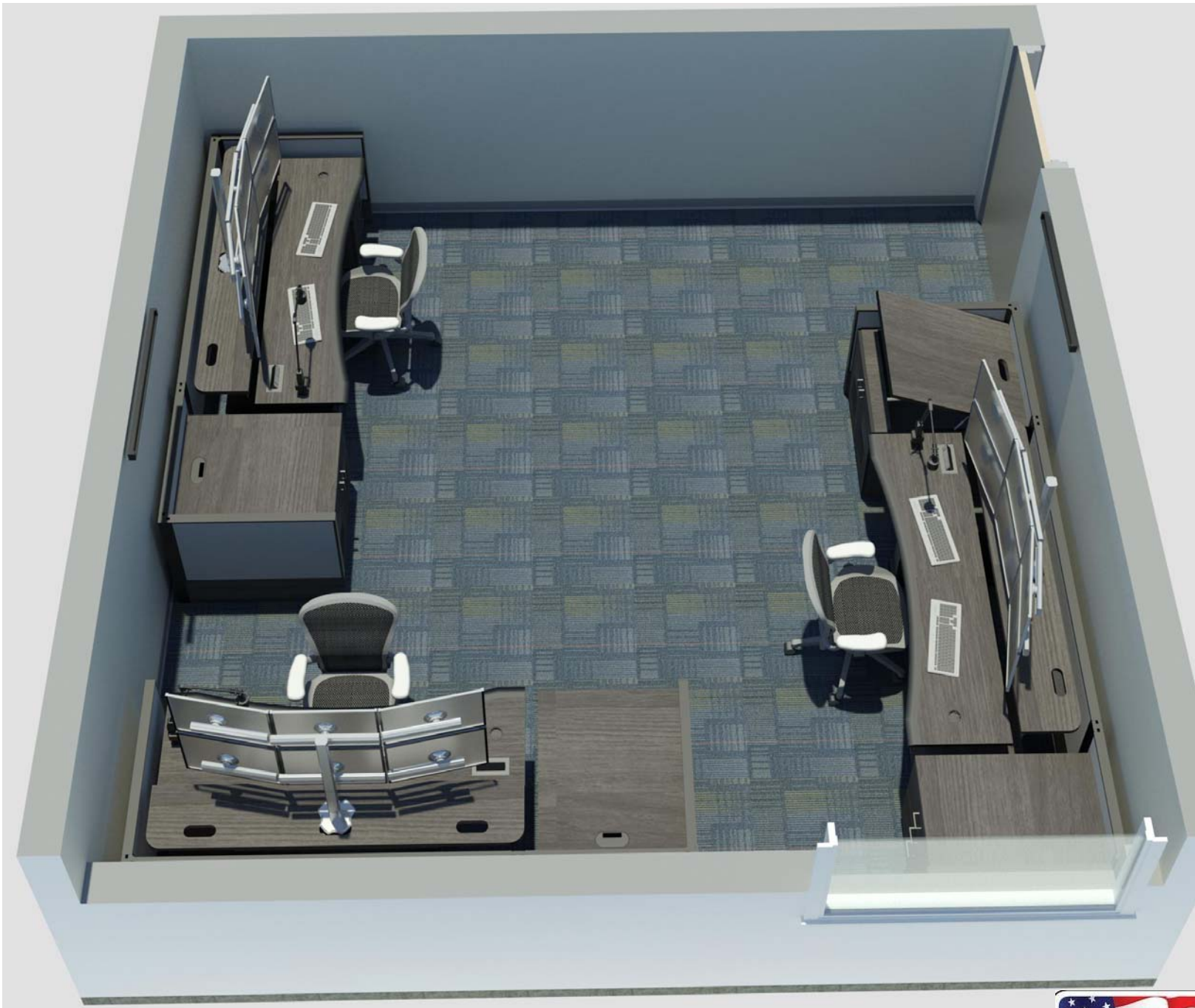
517 Arbors Circle,  
Elgin, Texas 78621  
Phone: (254)295-6936  
Email: jkirkwood@dtstx.com

Drawing #: **A2.0**

Date: **2-15-23**

Drawn by: **J.L.**

Scale:



257



#3.



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Option 1 - Aerial

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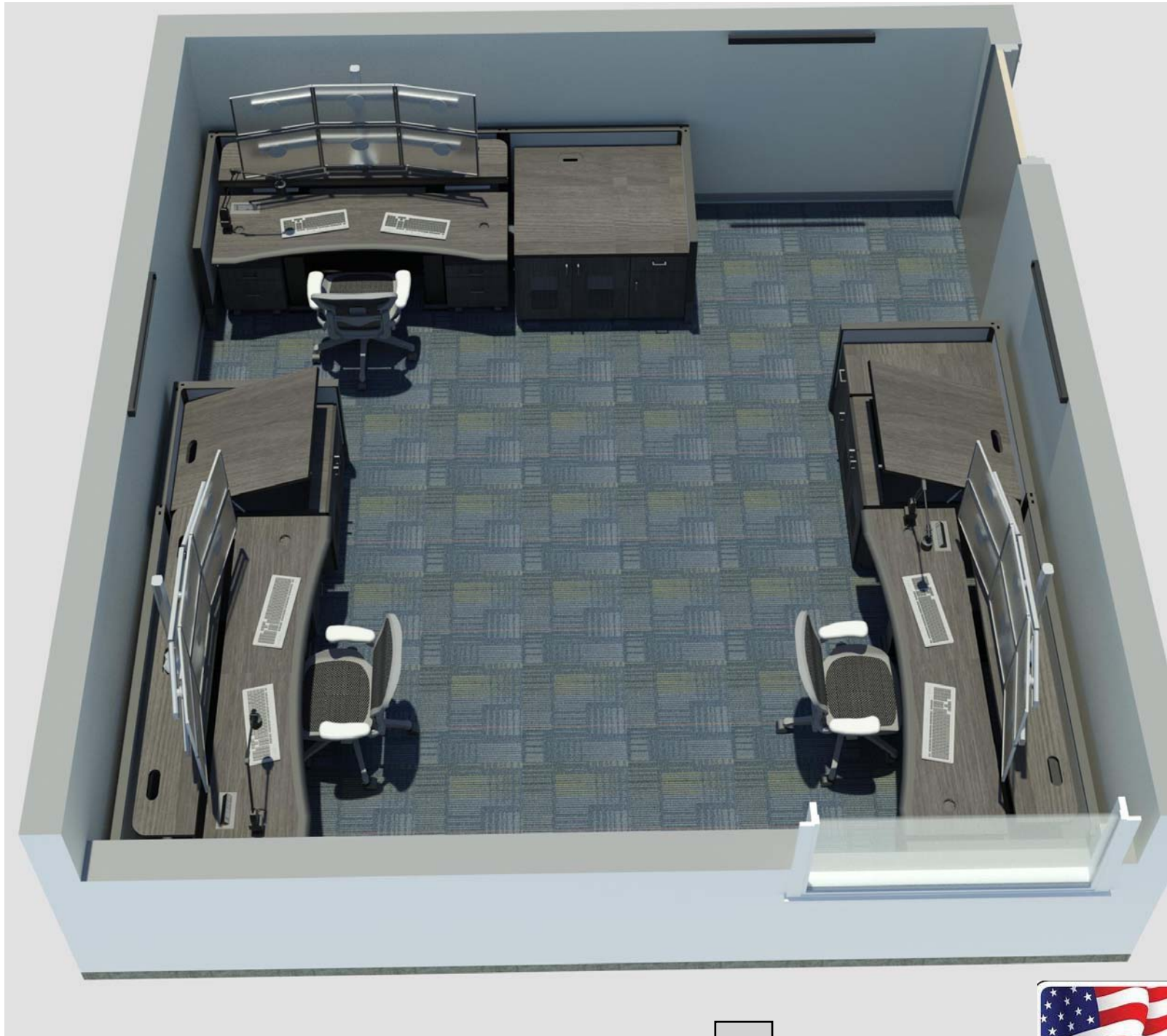
Drawing #: A2.1

Date: 2-15-23

Drawn by: J.L.

Scale:





#3.



**Project:**  
**Moberly PD**

Option 1 - Aerial  
**ALTERNATE**  
positioning

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Date: **2-15-23**

Drawn by: **J.L.**

Scale:



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Horizontal 76

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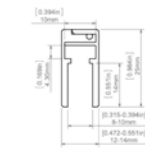
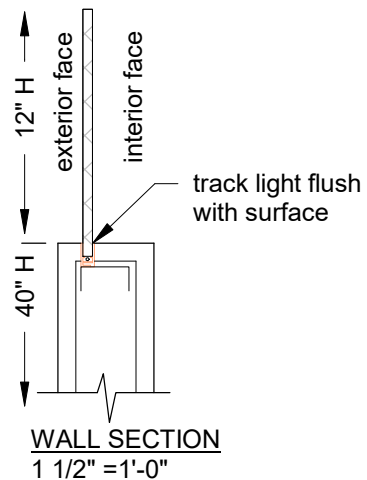
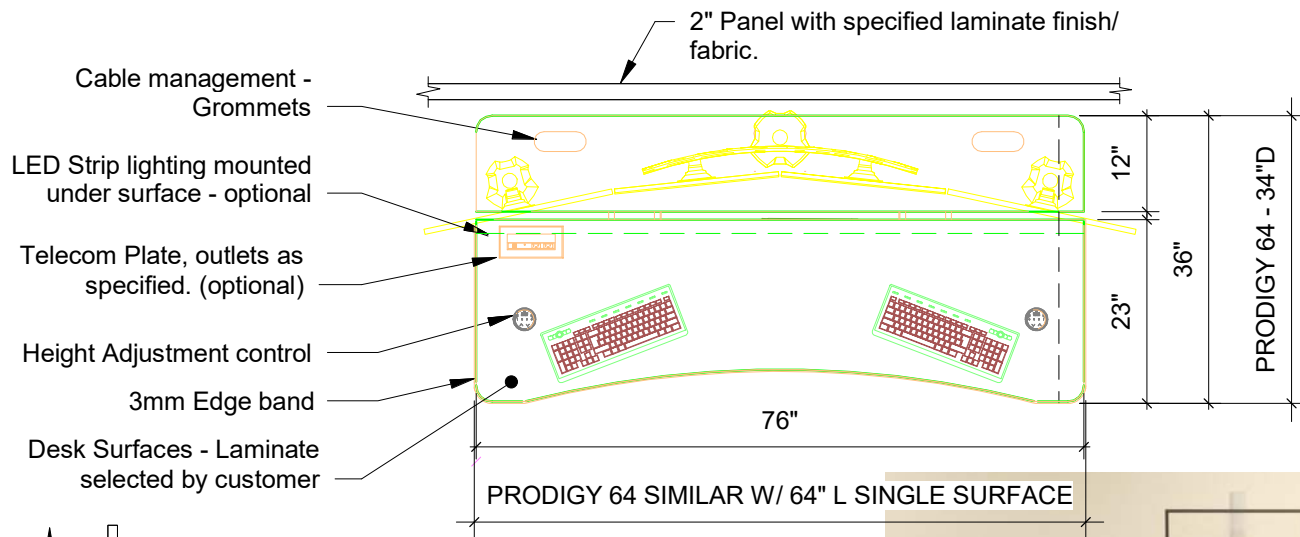
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Date: **2-15-23**

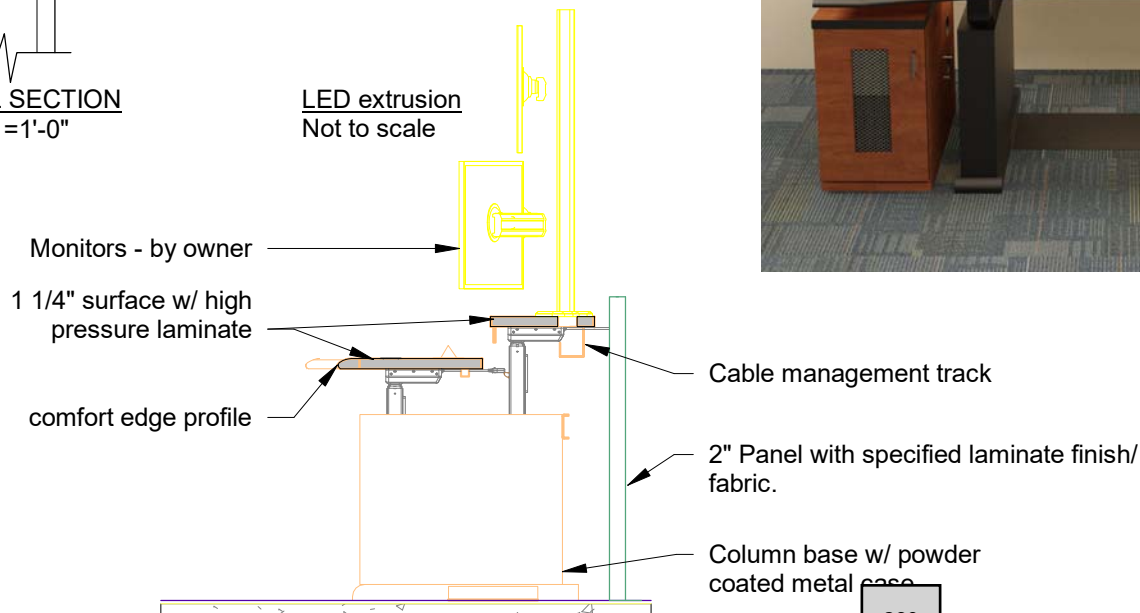
Drawn by: **J.L.**

Scale:





LED extrusion  
Not to scale



HORIZONTAL 76 CONSOLE - SECTION



#3.



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**Horizontal 76 - 2 tier - Details**

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Elgin, Texas 78621  
Phone: (254)295-6936  
Email: jkirkwood@dtstx.com

Drawing #: **A2.4**

Date: **2-15-23**

Drawn by: **J.L.**

Scale:





#3.



Project:  
**Moberly PD**

Option 2 - Prodigy 64  
w/Horizontal 76

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DIRECT HOLDINGS, LLC. AND  
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REPRODUCED WITHOUT THE  
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911 DIRECT HOLDINGS, LLC.



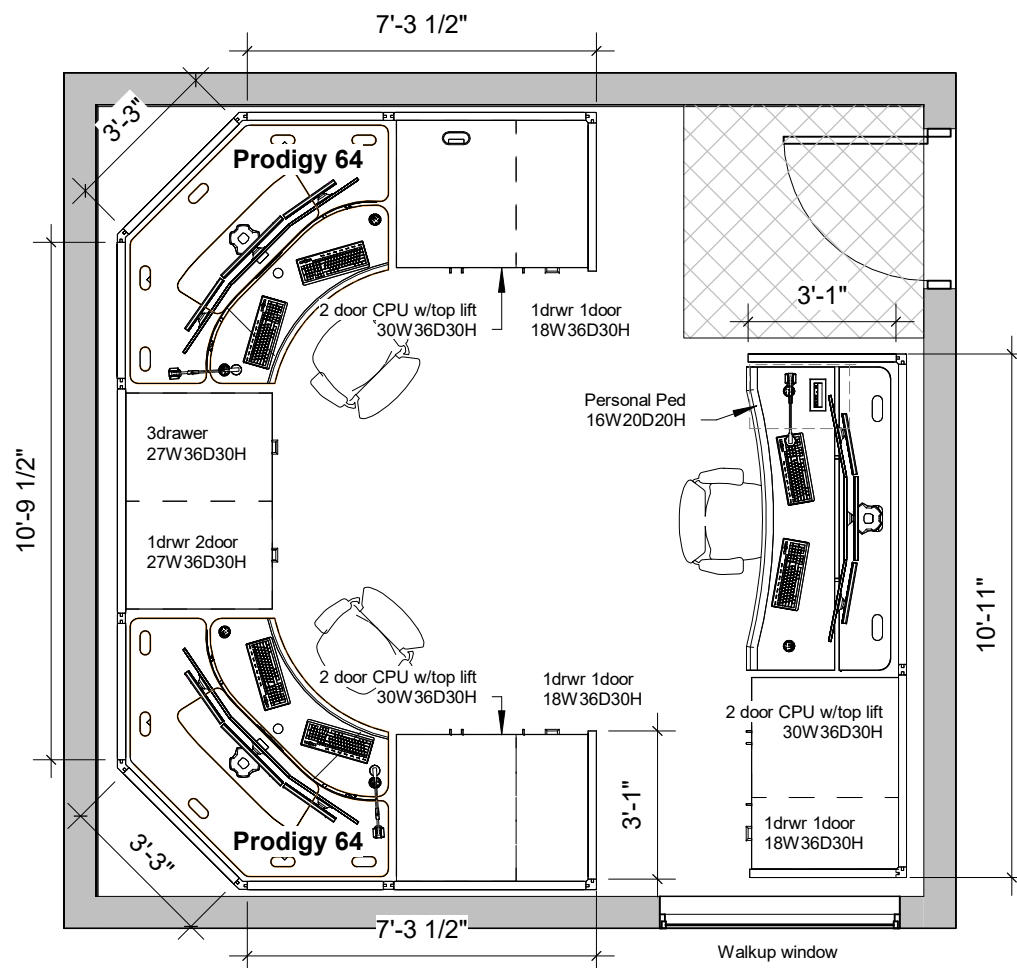
517 Arbors Circle,  
Elgin, Texas 78621  
Phone: (254)295-6936  
Email: jkirkwood@dtstx.com

Drawing #: A3.0

Date: 2-15-23

Drawn by: J.L.

Scale:

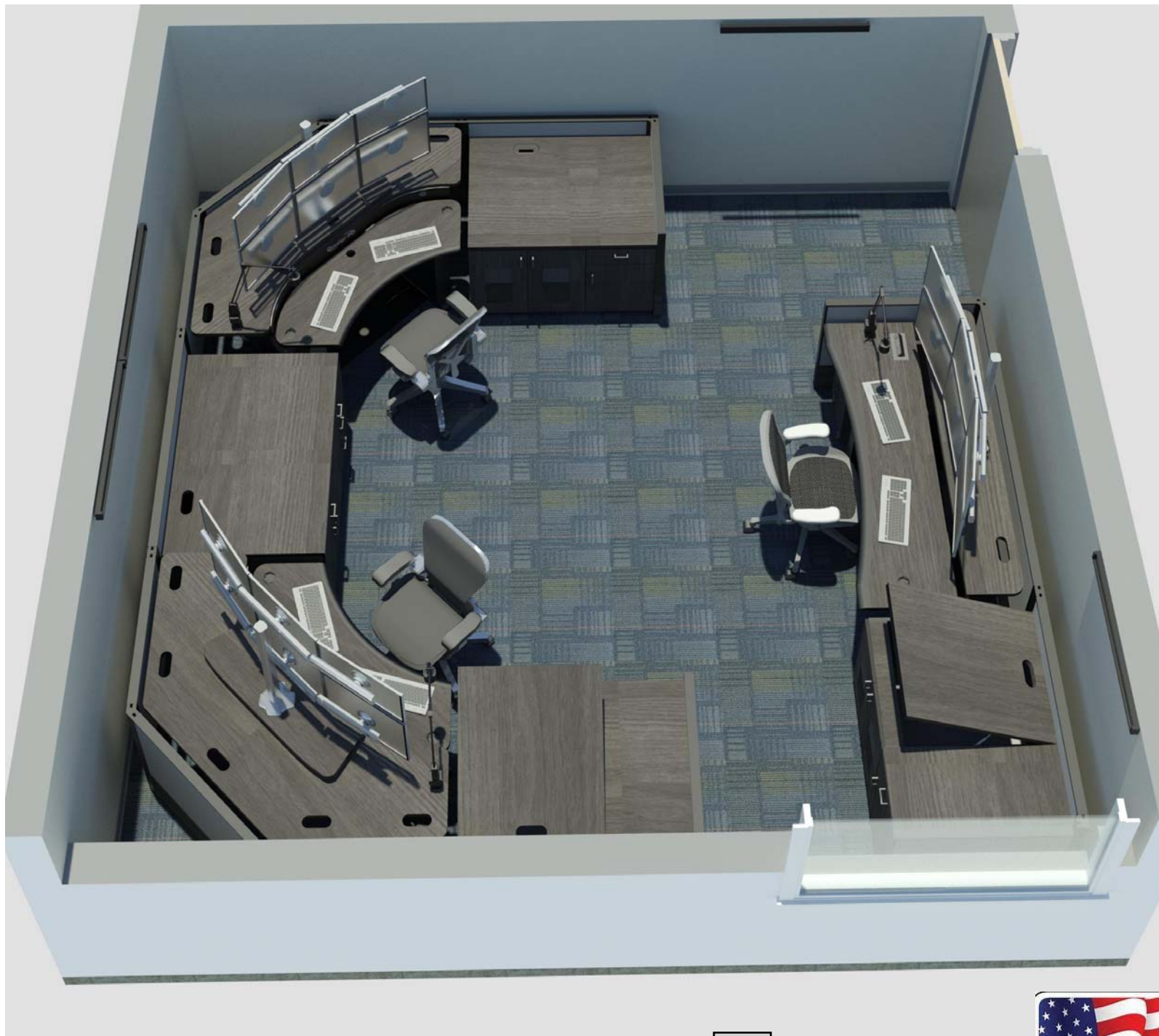


All panels are 36"H except endpanels at walkup window that is 32"H

**FLOOR PLAN**  
SCALE: 1/4"=1'-0"

261





262



#3.



**Project:**  
**Moberly PD**

Option 2 - Aerial

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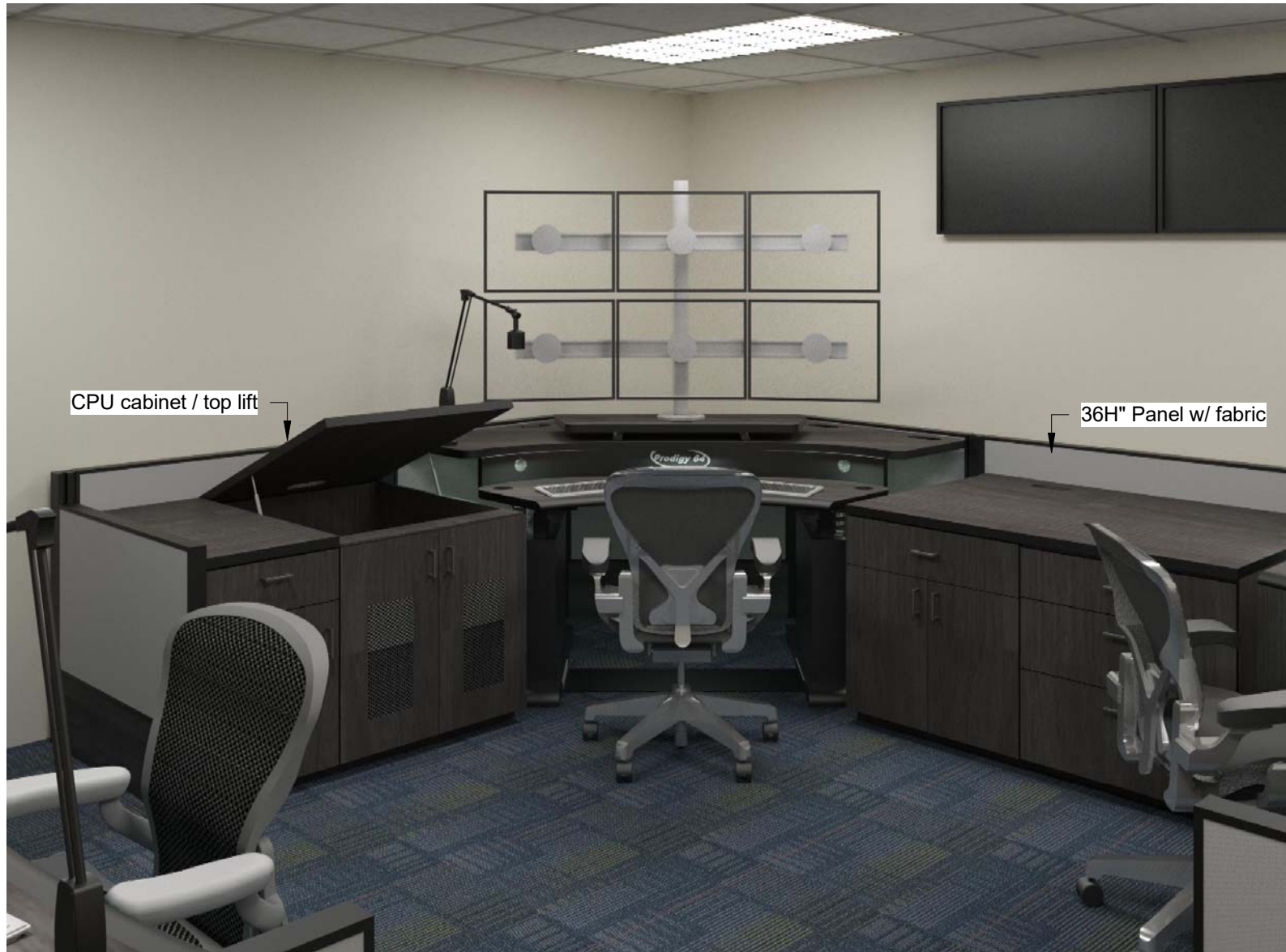
Drawing #: A3.1

Date: 2-15-23

Drawn by: J.L.

Scale:





#3.



**Project:**  
**Moberly PD**

**Option 2 -  
Interior View**

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Phone: (254)295-6936  
Email: jkirkwood@dtstx.com

Drawing #: **A3.2**

Date: **2-15-23**

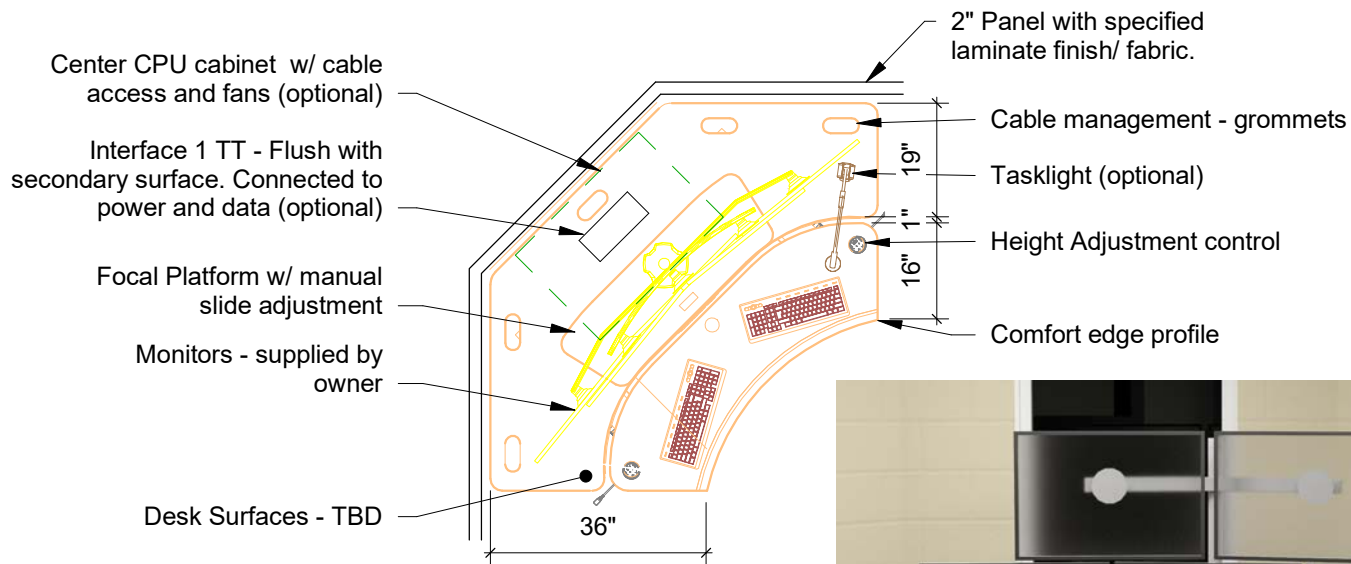
Drawn by: **J.L.**

Scale:

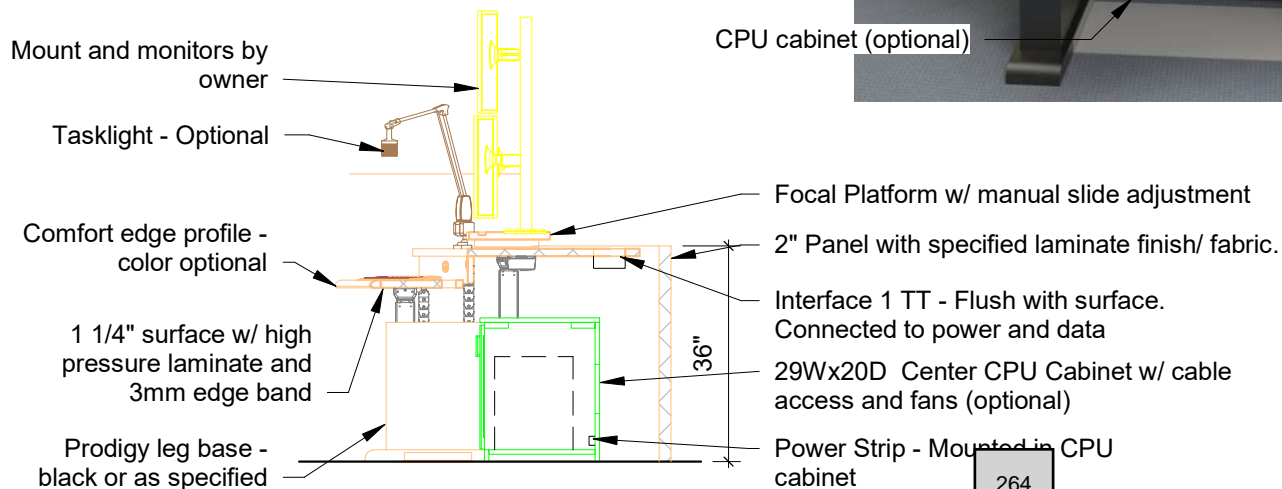
263







### PRODIGY 64 - Standard features



### PRODIGY 64 -SECTION

264



#3.



**Project:**  
**Moberly PD**

**Prodigy 64 - Details**

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Email: jkirkwood@dtstx.com

Drawing #: **A 3.3**

Date: **2-15-23**

Drawn by: **J.L.**

Scale:

## **APPENDIX E - PROPOSAL EVALUATION CRITERIA**

### **DISPATCH FURNITURE PARAMETERS**

Moberly Police Department

All quotes will be evaluated based on the following criteria.

| <b>Criterion</b>                         | <b>Points</b> |
|--|---------------|
| <b>Technical Requirements Compliance</b> | <b>400</b>    |
| <b>Qualifications &amp; Experience</b>   | <b>400</b>    |
| <b>Cost</b>                              | <b>100</b>    |
| <b>Preference Points</b>                 | <b>100</b>    |
| <b>Total Possible Points</b>             | <b>1,000</b>  |

#### **REVIEWED and UNDERSTOOD/COMPLY**

**NOTE:** There was no APPENDIX D provided with the ORIGINAL RFP DOCUMENT

**NOTE:** The PASS THROUGH WINDOW was not clearly explained as to access requirements  
Our layouts and proposed equipment can be modified to accomodate that need,

**NOTE:** The requirement for rack mounted equipment was not identified or listed within  
SECTION 3. All our proposed CPU Storage can accomodate rack mounting and  
comes with cooling fans and interior lighting as a standard feature.



Warranty

Prodigy Dispatch Consoles

Warranty Information for Furniture Consoles

Prodigy Custom Console Manufacturing, 2836 B Industrial Plaza Drive, Tallahassee, Florida, gives the following written warranty for each new unit of product manufactured and sold in USA or outside USA by Prodigy Custom Console Manufacturing Holdings, LLC (hereinafter referred to as the "Product").

Prodigy Custom Console Manufacturing Holdings, LLC warrants to the original retail purchaser only, that the product is free, under normal use and maintenance, from any defect in material and workmanship subject to the terms and conditions set out below.

WARRANTY

If any defect should be found in the following parts or components during the periods as set out below from the date of delivery to the original retail purchaser, the defective part or component will be repaired or replaced at 911Direct's discretion with a new part or component of the Prodigy Custom Console Manufacturing equivalent, at no cost to the original retail purchaser for the part or component.

| <u>Part or Component</u>                                      | <u>Warranty Period</u> |
|---|------------------------|
| Mechanical Height Adjustable and Plastic Laminated Components | 10 Years               |
| Electrical Components   | 10 Years               |

Prodigy Custom Console Manufacturing reserves the right to inspect any part or component alleged to be defective and so repair or replace the defective part only after acknowledging that such defect is due to faulty material or workmanship at the time of manufacture.

THIS WARRANTY DOES NOT COVER:

- a) the product if it has been tampered with, adjusted, altered, or repaired by any person other than Prodigy Custom Console Manufacturing or a service facility authorized by Prodigy Custom Console Manufacturing to render such service;
- b) any repairs required as a result of defects caused by misuse, abusive operation, negligence, accident, improper use and/or insufficient care;
- c) any repairs required as a result of damage caused during transit, storage, or installation, or damage caused by environmental conditions;
- d) normal wear and tear, as determined by Prodigy Custom Console Manufacturing;
- e) materials or special orders specified or required by the original retail purchaser that are not standard Prodigy Custom Console Manufacturing materials or design; or with the exception of those parts or components listed on this page, any parts or components, howsoever attached or incorporated in the product, manufactured by any other manufacturer

ENTIRE WRITTEN WARRANTY

This warranty constitutes the only and entire written warranty given by Prodigy Custom Console Manufacturing Holdings, LLC for the product and no authorize Prodigy Custom Console



Manufacturing representative, dealer, or their agents or employees are authorized to extend or enlarge this warranty on behalf of Prodigy Custom Console Manufacturing by any written or oral statement or advertisement.

#### **DISCLAIMER OF LIABILITY**

To the extent permitted by law, Prodigy Custom Console Manufacturing Holdings, LLC disclaims any liability whatsoever for losses, costs, expenses, liabilities, injuries and damages, including use of or loss of the product, inconvenience and commercial loss, whether direct or indirect, incidental or consequential, arising out of or related to the use or sale of the product.

#### **TO OBTAIN WARRANTY SERVICE**

To present a claim under this warranty, the original retail purchaser must advise Prodigy Custom Console Manufacturing, in writing, citing the product, date of delivery and alleged defect. Prior to any warranty service being undertaken, written authorization must be obtained from Prodigy Custom Console Manufacturing.

The product will be inspected;

- a) by Prodigy Custom Console Manufacturing or an authorized service representative on site;
- b) at Prodigy Custom Console Manufacturing request, and at the original retail customer's expense, at the Prodigy Custom Console Manufacturing factory. If the product is found to be defective, it will be repaired or replaced pursuant to the terms of this warranty and the product will be shipped to the customer at Prodigy's expense.

## MOBERLY POLICE DEPARTMENT EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

### CONSOLE PROPOSAL SUBMITTAL PACKAGE



#### SUBMITTED TO:

Moberly Police Department  
300 N. Clark Street  
Moberly, MO 65270

Mr. Adam Swon

T: 660-263-0346

E: aswon@moberlypd.com

#### SUBMITTED BY:

Adaptaspace Inc.  
6423-30th Street SE  
Calgary, AB T2C 1R4

Eugene Armbruster

Regional Sales Manager

M: 403-888-2855

E: earmbruster@adaptaspace.com

## **MOBERLY POLICE DEPARTMENT**

### **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

## **SECTION 1.0 – REQUIRED SUBMISSION DOCUMENTS**



**APPENDIX B – DETAIL PRICING SCHEDULE****THIS TABLE TO BE SUBMITTED WITH SUBMISSION RESPONSE**

Moberly Police Department

**Mandatory Elements**

| Description  | Units | Unit Cost   | Total Cost  |
|--|-------|-------------|-------------|
| Sit to Stand Workstations  | 3     | \$13,370.00 | \$40,110.00 |
| Integrated Monitor Mounting (per workstation)                      | 3     | \$ 4,212.00 | \$12,636.00 |
| Interior Cavity Ventilation (per workstation)                      | 3     | \$ 530.00   | \$ 1,590.00 |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 15    | \$ 10.00    | \$ 150.00   |
| Shipping   | 1     | \$ 2,875.00 | \$ 2,875.00 |
| Installation Services  | 1     | \$ 4,025.00 | \$ 4,025.00 |
| Breakdown & Removal of Existing Furniture                          | 1     | \$ 2,040.00 | \$ 2,040.00 |
| <b>TOTALS</b>  |       |             | \$63,426.00 |

**Optional Elements**

| Description                                | Units | Unit Cost                                     | Total Cost                                 |
|--|-------|---|--|
| Performance Bond                           | 1     | \$14.00/\$1,000                               | \$ 887.96                                  |
| Task Lighting (per workstation)            | 1     | \$ 274.00                                     | \$ 274.00                                  |
| Cooling Capability (per workstation)       | 1     | \$3,896.00 *                                  | \$3,896.00 *                               |
| Heating Capability (per workstation)       | 1     | Included with ClimatePlus Cooling as one unit |  |
| Interior Cavity Lighting (per workstation) | 1     | \$ 60.00                                      | \$ 60.00                                   |
| Foot Rests (per workstation)               | 1     | \$ 63.00                                      | \$ 63.00                                   |
| Wrist Rests (per workstation)              | 1     | \$ 28.00                                      | \$ 28.00                                   |
| Call Status Indicator Light                | 1     | \$ 536.00                                     | \$ 536.00                                  |
| Workstation Accent Lighting                | 1     | \$ 360.00                                     | \$ 360.00                                  |
| Shared Storage Solutions                   | 1     | \$2,340.00 Option 1<br>\$1,440.00 Option 2    | \$2,340.00 Option 1<br>\$1,440.00 Option 2 |
| Seating (24x7 Operator Seating)            | 3     | \$1,488.00                                    | \$4,464.00                                 |

\* Note: Heating and Cooling are combined in ClimatePlus Personal Environment unit along with task light control (task light(s) extra), white noise volume control, call status light control (status light extra) and work surface and/or monitor array height and depth adjustment controls.

SECTION 3.0 - SPECIFICATIONS

Bidders are requested to indicate their understanding and compliance by entering YES or NO under each statement and providing any additional EXPLANATION as deemed necessary.

3.1 Overview

Public Safety/Emergency Communication Centers pose unique challenges and demands. Unlike an office environment, emergency communications personnel are required to manage multiple screens of information simultaneously, plus additional ancillary rack mount electronics. Additionally, emergency communications consoles are utilized 24 hours per day/ 7 days per week by many different employees, with many different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture that is specifically designed and engineered for Emergency Communication Centers will be acceptable. Office furniture systems will not be considered.

The following specifications detail the minimum requirements of the Console Furniture System. Bidders must provide a point-by-point technical response stating compliance or taking exception.

3.02 Console Modularity

The furniture must be provided from standard, previously manufactured items that have the capability of adding on to or re-configuring at a later date. Any add-on sections, such as bridges, peninsulas, and returns must be included.

|                   |        |   |
|-------------------|--------|---|
| Understood/Comply | Comply | Explanation: <a href="#">See Proposal Section 4</a> |
|-------------------|--------|---|

3.03 Ergonomics

A **minimum of six (6) 24-inch flat panel displays** at each console must be mounted to integrated monitor supports that are secured to the sit to stand section for optimal flexibility. Adjustments must be able to be accomplished from the seated position in order to meet ADA requirements. Monitor mounts must feature multiple points of rotation allowing multiple monitors to maintain a single focal length for viewer's eyes with a range of motion. **Refer to the desired monitor layouts in Exhibit A.**

To reduce the incidence of repetitive stress injuries, the console furniture must provide height adjustable input platforms. The engineering of the console furniture must offer comfort, safety and adjustability for the operator. The console vendor shall include statement of compliance with ANSI/HFES 2007, and ADA guidelines and requirements.

|                   |        |   |
|-------------------|--------|---|
| Understood/Comply | Comply | Explanation: <a href="#">See Proposal Section 4</a> |
|-------------------|--------|---|

### 3.04 **Structural Integrity**

The console furniture shall be designed specifically for 24/7 operations in an Emergency Communication Center environment. The core serves as the primary structural foundation for the console system and must carry a minimum load rating of 1000-lbs. The console must be sturdy enough to mount all electronic accessories, including monitors, without compromising the integrity of the system. The structure should be free standing and not rely on walls for support.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

### 3.05 **Technology**

At a minimum each console must be designed to accommodate **five (5) CPUs**, the Electronics cavity storage provided for CPU equipment and cable routing must keep the knee space below the consoles unobstructed to allow dispatchers a full range of movement to reach necessary equipment. The Vendor will also provide 6' extension cables for the monitors, keyboards and mouse at each workstation for up to five (5) CPU's. Access to all sides of each CPU must be provided from the front of the console. Preference will be given to furniture with roll-out shelves to accommodate the workstation CPU's. Cavities must have fan air circulation. Cabling chases must be designed for ease of access and incorporation of additional runs to meet future needs.

#### **CPU List & Sizes**

| <b>CPU #</b> | <b>Use</b> | <b>Dimensions (Depth x Width x Height)</b> |
|--------------|------------|--|
| 1            | Radio      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 2            | 911        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 3            | CAD        | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 4            | Admin      | Mid Tower Cabinet - 12" D X 6" W x 13" H   |
| 5            | Spare      | Spare                                      |

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

### 3.06 **Environmental Controls**

The proposal shall describe all available environmental control options and list the costs associated with each, including, but not limited to adjustable task lighting, indirect lighting, heating, cooling, filtered airflow, sound masking system, and primary and input surface height adjustments. Environmental controls must all be readily accessible from a seated position and meet ADA requirements. User replaceable air filters should be provided for the entire standard warranty period.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

### 3.07 **Acoustical Console Walls**

All equipment, material and articles requested under this specification are to be new or fabricated from new materials. The use of used, remanufactured, or rebuilt products is not allowed under this specification. Acoustical walls shall be constructed with a high density, fire resistant, sound absorbing subsurface. Edges of these partitions shall be durable and replaceable. All fasteners must be completely concealed. Leveling glides shall be an integral part of the system to accommodate uneven floors.

|                   |        |              |  |
|-------------------|--------|--------------|--|
| Understood/Comply | Comply | Explanation: | Superseded by Addendum 1<br>See Proposal Section 4 |
|-------------------|--------|--------------|--|

3.08 Surfaces

All primary work surfaces, input platforms, and extension surfaces shall be constructed of durable materials that will withstand the 24-hour use environment of an Emergency Communication Center. Primary work surfaces and extensions shall include cable drop areas for access into the fixed electronics cavities. All edges must be treated in a replaceable high impact edging material.

a. **Monitor Surfaces & Monitor Mounting Structure**

The monitor mounting surface and structure should be height adjustable with smooth, quiet motorized control. The operator must be able to make all monitor adjustments from either a standing or sitting position. At least one inch safety clearance between all moveable and fixed surface is required. A safety system should be in place to prevent accidental lowering of the unit when it is taken off-line for service. Proposers are encouraged to propose the ability for users to quickly adjust monitor and keyboard surfaces to personally present heights.

These surfaces must be non-porous, non-glare and of high pressure laminate or solid surface materials of standard color (meaning items readily available or no “special order” materials). Surfaces should be mark, stain and scuff resistance and easy to maintain and clean. All corners and edges will be rounded and properly finished in similar solid surface materials.

The surface and/or monitor mounting structure must be able to be pulled forward or pushed back for operator comfort. There is no preference for this capability to be motorized or non-motorized. The unit must be able to accommodate up to six (6) 24-inch monitors without obstructing the view. The monitor surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface and mounting structure must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weights of the surface and components. Additionally we encourage the proposer to address considerations of bracket rack mounted monitors, possible dual stacked, fixed mounted and/or articulating arms.

**b. Keyboard Surface**

The keyboard surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weight of the surface and components. The keyboard surface must accommodate two standard-size keyboard and one keypad for telephone functions and meet or exceed ANSI/HFES requirements.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">Superseded by Addendum 1</a><br><a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.09 Pedestals and Accessories**

Drawer hardware must be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer. All file drawers must have built-in hanging file capability. All doors must include full articulation door hardware to accommodate uneven floors. The pedestals shall be finished on all sides for use outside the console, and be equipped with dual-wheel front-locking casters. Cushion seating should be available as options and should be rated for 300 lbs. At a minimum, the following options should be made available:

- Bookcases
- File Drawers
- Box Drawers
- Lateral File Drawers

**3.10 Edge Material**

Replaceable vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and primary surfaces, and a minimum 13mm thick for all input platforms.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.11 Equipment Enclosures**

Equipment enclosures must include EIA mounting rails front and rear. Each console should include at a minimum 4 racks each 19" deep X 22"wide X 8" high. Blank faceplates accenting or matching surrounding finish must be included with each rack. At a minimum, the following options should be made available:

- Interior task lighting to equipment cabinetry
- Access to CPUs/cabling from front and back
- Quiet blowing ventilation for equipment cabinetry

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">Superseded by Addendum 1</a><br><a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

3.12 **Laminates**

High pressure must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish. Thermally Fused Laminate must meet NEMA LI-1-1998. Low Pressure Laminate is not acceptable.

|                   |        |                                     |
|-------------------|--------|-------------------------------------|
| Understood/Comply | Comply | Explanation: See Proposal Section 4 |
|-------------------|--------|-------------------------------------|

3.13 **Fabric**

Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards. The flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

|                   |        |                                     |
|-------------------|--------|-------------------------------------|
| Understood/Comply | Comply | Explanation: See Proposal Section 4 |
|-------------------|--------|-------------------------------------|

3.14 **Sit to Stand Base and Input Platform**

The following specifications shall apply to the Console Furniture base and keyboard platform.

a. **Primary Surface**

Components shall be UL listed. The motor/gear drive system must have a 700 lb. gross weight-lifting capacity, including the surface, input platform, and input platform mechanism. Design must accept uneven load distribution. Range of travel will need to accommodate a low of 24-inches to a high of 46-inches, infinitely adjustable within the 22-inch range.

b. **Input Platform**

The Input Platform shall be designed to provide un-obstructed knee clearance in the seated operating position in accordance with ANSI standards. Platform must be tested to 250 lbs. Input Platform must be secured to the primary surface by metal-to-metal connection utilizing steel plates and bolts, no wood screws will be acceptable.

c. **Unified Frame**

Sit-to-stand base must be designed with a footprint to allow maximum stability based on the overall size of the Flat Screen primary surface. The entire console must be tied together so that there will be no movement of the primary surface away from the remainder of the console. It must meet ANSI/HFS standards and ADA requirements for foot and leg clearance. There must not be any obstructions for side-to-side movement within the footprint of the console. Leveling glides shall be an integral part of the system to accommodate uneven floors.



d. Adjustments

All adjustments for the sit-to-stand base and input platform shall be attained from the front of the input platform or the front of the primary surface and shall be able to be adjusted from either the seated or standing position with the use of one hand to meet ADA requirements.

|                   |        |              |  |
|-------------------|--------|--------------|--|
| Understood/Comply | Comply | Explanation: | Superseded by Addendum 1<br>See Proposal Section 4 |
|-------------------|--------|--------------|--|

3.15 Electrical and Cable/Wire Management

Every console must include an electrical system to be connected to the building's electrical and grounding systems with a **minimum of 24 AC outlets** configured to accommodate power transformer plugs.

Each console must include options for user-accessible voice and data connections. All data and voice paths must be completely segregated from the power management systems. Each console shall have a **minimum of 6 data/voice outlet boxes**.

As an integral part of the cable management, the Vendor shall include a minimum **twenty-four (24) port patch panel** that will allow for the connection of up to twelve (12) ethernet cables from the 911/radio IT room to the electronic components installed into the furniture.

A cable management system must be provided that allows for independent movement among the monitor and keyboard surfaces. The system must minimize the wear and tear on the traveling cables by keeping them separated as well as enclosed. No operator intervention is to be required. The proposer is to provide all cable management within, under and on the console.

Cavity illumination should be offered as an option.

|                   |        |              |                        |
|-------------------|--------|--------------|------------------------|
| Understood/Comply | Comply | Explanation: | See Proposal Section 4 |
|-------------------|--------|--------------|------------------------|

3.16 Task Lighting

Ambient light levels will be very dim and task lighting incorporated in the consoles will be the primary source of lighting for dispatchers and call takers. Lighting solutions must provide 100% of the required light at each workstation and provide user controlled, infinite dimming variability. Please specify the lighting you will supply. Provide its expected life and rated lumen output. Also list and price any other lighting options you have available under a "Lighting Options" section.

|                   |        |              |                        |
|-------------------|--------|--------------|------------------------|
| Understood/Comply | Comply | Explanation: | See Proposal Section 4 |
|-------------------|--------|--------------|------------------------|

**3.17    Headsets/Speakers**

Each console must support dual headset jacks for both radio and telephone. Describe how your console will accommodate that. Also, small cube speakers with individual power supplies for selected and unselected radio traffic needs to be accommodated on the console surface. Describe how this would be accomplished.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.18    Storage Cabinets**

Each console will be equipped with additional drawer units for storage of personal items and work items at the various positions. The cabinet would be able to be housed under the keyboard and monitor surfaces while they are in the fullest downward position, or to the side. The drawers should match the color and design of the console. Describe your offering.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.19    Resource Storage**

Describe the option to provide an easily accessible cabinet to store resource materials. These could be books of procedures or maps of campus areas. Multiple consoles would share these resources, depending upon room layout.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.20    Accessories**

Vendor shall offer a full complement of accessories to be available including:

- Environmental controls
- Cooling Capability (per workstation)
- Heating Capability (per workstation)
- Task Lighting (per workstation)
- Interior PC Cavity Lighting (per workstation)
- Foot Rests (per workstation)
- Wrist Rests (per workstation)
- Call Status Indicator Light
- Workstation Accent Lighting (side panels and under work surface)
- Shared Storage Solutions

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 4</a> |
|--------------------------|------------------------|--|

**3.21    Design Considerations**

Each Vendor must submit a floor plan to scale, showing each item being proposed. In addition, perspective drawings will be required in the submittal with dimensions of height, width, and depth in order to determine compliance with the specifications. All accessories being proposed must be shown in these drawings. Customer provided electronics such as flat Screens, telephones, CPUs, and rack mount panels must be shown, to scale, in the 3-dimensional/perspective drawings. Labeled cut away or exploded illustrations of acoustical walls, primary surface, and sit to stand base should be included.

Colors are to be selected from manufacturer’s standards. At a minimum one full set of laminate, edge, and fabric samples must be submitted with the proposal. It will be necessary to provide color Owners and/or color renderings at the pre-construction conference to make a final decision.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 3</a> |
|--------------------------|------------------------|--|

**3.22    Pre-Installation Conference**

Upon award of contract to a successful bidder and prior to installation, a pre-installation conference will be held. The conference shall be attended by the manufacturer’s representative, Owner’s representation and Consultant.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 5</a> |
|--------------------------|------------------------|--|

**3.23    Vendor Experience/References**

The “Console Furniture” to be supplied shall have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request. A list of no less than five (5) sites installed of like size must be included with the proposal, complete with contact name, address, phone, email, date of installation and size of installation. If bidder is not the manufacturer of all major components, such as surfaces, console walls, environmental controls, and lift systems, then the bidder must specify which manufacturer is being used and include their reference information and past experience to determine qualified status.

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>Understood/Comply</b> | <a href="#">Comply</a> | <b>Explanation:</b> <a href="#">See Proposal Section 6</a> |
|--------------------------|------------------------|--|

**3.24    Warranty/Service Response**

The console furniture must be warranted to be free from defects in material and workmanship for five (5) years based on 24/7 usages with a lifetime warranty on the frame. This must be an all-inclusive warranty and will need to cover 100% of the console furniture for the entire 5-year period. Warranty must include all product, freight, and installation.

Bidders must supply a copy of their minimum all-inclusive 5-year warranty with the name, contact, and phone number of the service organization providing the service response, signed by an authorized representative of the Company.

All service and warranty work must be initiated within a minimum of 48 hours after notification. Describe who would be performing the service work, their location and their connection to your company.

|                   |        |                                     |
|-------------------|--------|-------------------------------------|
| Understood/Comply | Comply | Explanation: See Proposal Section 4 |
|-------------------|--------|-------------------------------------|

3.25 Lead Time & Installation

Lead-time could be a critical factor. Bidders must present their best lead-time to design, manufacture, ship, and install the console workstation system.

Shipping must be direct to the facility, inside delivery, unless otherwise noted.

Trained professionals experienced with the working environment of a public safety communication center must perform the installation. Only the manufacturer’s factory installers or their trained and authorized designees shall assemble and install the workstations. The installation team is responsible for the removal of all new furniture packing materials.

Once the installation is complete, a “walk-through” will be required with the installation Foreman in order to ascertain full compliance to the floor plan, console design, and materials specified. Any inconsistencies will be noted and must be scheduled for completion prior to sign off of the project.

Each proposer is to include training on the use of the new consoles during installation.

|                   |        |                                     |
|-------------------|--------|-------------------------------------|
| Understood/Comply | Comply | Explanation: See Proposal Section 5 |
|-------------------|--------|-------------------------------------|

# MOBERLY POLICE DEPARTMENT

## EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

## SECTION 2.0 – DETAILED PRICE QUOTATION AND PARTS LIST

**APPENDIX B – DETAIL PRICING SCHEDULE****THIS TABLE TO BE SUBMITTED WITH SUBMISSION RESPONSE**

Moberly Police Department

**Mandatory Elements**

| Description  | Units | Unit Cost   | Total Cost  |
|--|-------|-------------|-------------|
| Sit to Stand Workstations  | 3     | \$13,370.00 | \$40,110.00 |
| Integrated Monitor Mounting (per workstation)                      | 3     | \$ 4,212.00 | \$12,636.00 |
| Interior Cavity Ventilation (per workstation)                      | 3     | \$ 530.00   | \$ 1,590.00 |
| 6' Extension Cables for Keyboard/Monitor/Mouse (5 per workstation) | 15    | \$ 10.00    | \$ 150.00   |
| Shipping   | 1     | \$ 2,875.00 | \$ 2,875.00 |
| Installation Services  | 1     | \$ 4,025.00 | \$ 4,025.00 |
| Breakdown & Removal of Existing Furniture                          | 1     | \$ 2,040.00 | \$ 2,040.00 |
| <b>TOTALS</b>  |       |             | \$63,426.00 |

**Optional Elements**

| Description                                | Units | Unit Cost                                     | Total Cost                                 |
|--|-------|---|--|
| Performance Bond                           | 1     | \$14.00/\$1,000                               | \$ 887.96                                  |
| Task Lighting (per workstation)            | 1     | \$ 274.00                                     | \$ 274.00                                  |
| Cooling Capability (per workstation)       | 1     | \$3,896.00 *                                  | \$3,896.00 *                               |
| Heating Capability (per workstation)       | 1     | Included with ClimatePlus Cooling as one unit |  |
| Interior Cavity Lighting (per workstation) | 1     | \$ 60.00                                      | \$ 60.00                                   |
| Foot Rests (per workstation)               | 1     | \$ 63.00                                      | \$ 63.00                                   |
| Wrist Rests (per workstation)              | 1     | \$ 28.00                                      | \$ 28.00                                   |
| Call Status Indicator Light                | 1     | \$ 536.00                                     | \$ 536.00                                  |
| Workstation Accent Lighting                | 1     | \$ 360.00                                     | \$ 360.00                                  |
| Shared Storage Solutions                   | 1     | \$2,340.00 Option 1<br>\$1,440.00 Option 2    | \$2,340.00 Option 1<br>\$1,440.00 Option 2 |
| Seating (24x7 Operator Seating)            | 3     | \$1,488.00                                    | \$4,464.00                                 |

\* Note: Heating and Cooling are combined in ClimatePlus Personal Environment unit along with task light control (task light(s) extra), white noise volume control, call status light control (status light extra) and work surface and/or monitor array height and depth adjustment controls.





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proposal for:  
**Moberly Police Department - ECC Consoles**

Moberly, Missouri  
Attention: Adam Swon - Moberly Police Department  
adaptaspace project no. **23-112**

Date: February 17, 2023

**Project Proposal Information**

Adaptaspace Console Features: As per Drawings: 23-112-01 thru 07

|                          |                           |            |
|--------------------------|---------------------------|------------|
| <b>Console Subtotal:</b> | <u><b>\$40,110.00</b></u> | <b>(A)</b> |
|--------------------------|---------------------------|------------|

|                                    |                           |            |
|------------------------------------|---------------------------|------------|
| <b>Additional Mandatory Items:</b> | <u><b>\$14,376.00</b></u> | <b>(B)</b> |
|------------------------------------|---------------------------|------------|

Integrated Monitor Mounting, Interior Cavity Ventilation, Shared  
Printer Storage, and 6' Extension Cables

|                 |                          |            |
|-----------------|--------------------------|------------|
| <b>Freight:</b> | <u><b>\$2,875.00</b></u> | <b>(C)</b> |
|-----------------|--------------------------|------------|

Standard LTL Freight from Calgary, AB to Moberly, MO  
Loading Dock Delivery, Customer to Receive Prior to Install

|                              |                          |            |
|------------------------------|--------------------------|------------|
| <b>Project Installation:</b> | <u><b>\$6,065.00</b></u> | <b>(D)</b> |
|------------------------------|--------------------------|------------|

Assumes Single Installation Activity, Non-Union Site,  
Clean and Clear Room Environment; Includes Breakdown  
and Removal of Existing Furniture

|                                     |                                  |
|-------------------------------------|----------------------------------|
| <b>Project Total In US\$:</b>       | <u><u><b>\$63,426.00</b></u></u> |
| <b>( Sales Taxes Not Included )</b> |                                  |

This quotation is valid for a period of 90 days from the date of issuance. Adaptaspace Inc. reserves the right to revise pricing if the proposal is not accepted and an order is not confirmed within the 90 day period.

**Payment Terms:**  
100% Due Net 30 after Installation \$63,426.00 + taxes

proposal for:

## Moberly Police Department - ECC Consoles

Moberly, Missouri

Attention: Adam Swon - Moberly Police Department

adaptaspace project no.

**23-112 Rev:**
**Date:** February 17, 2023

### Project Proposal Information

Adaptaspace Console Features: As per Drawings: 23-112-01 thru 07

**Process Console:**
*Standard Features: Fixed HPL Worksurface with Molded Rubber Nosing, HPL Front & Rear Hinged Enclosure Panels, Fixed Processor Shelf, Integrated Cable Trays*

|   | Part No.      | Qty |
|---|---------------|-----|
| <b>Straight Modules - Standard Depth 36" [914mm]</b>  |               |     |
| 45" [1143mm] Wide Shared Module   | ASI-PC-45.36  | 3   |
| <b>Corners &amp; Mitres</b>   |               |     |
| 60° Tri-Pod Corner Module Kit   | ASI-TP-C-60   | 1   |
| <b>End Panels</b>   |               |     |
| Extended Console End Panel c/w Accent   | ASI-PR-EP-1A  | 3   |
| <b>Adjustable Worksurfaces</b>  |               |     |
| Electrical Sit / Stand Configuration: (per Operator)  | ASI-SSWS      | 3   |
| • Configuration includes (3) Electrical Actuator Lifts, (2) Vertical Cable Management Chains and (1) Operator Switch mounted under the worksurface. |               |     |
| Anti-Collision Sensor   | ASI-ACS       | 3   |
| <b>Monitor Support Arms</b>   |               |     |
| Single Fully Articulating Monitor Arm (Maximum Weight per Monitor - 29 lbs)   | ASI-ARM-PIS   | 9   |
| <b>Operator Accessories</b>   |               |     |
| Cable Grommet   | ASI-GRO-STD   | 15  |
| Slide-Out Steel Processor Shelf   | ASI-SLF-SO    | 12  |
| 19" Rack Mount Kit, 4 Point Frame   | ASI-19-RK     | 3   |
| Ventilation Grill   | ASI-VT-GL     | 12  |
| Mobile Storage Pedestal (box,file) Metal Powdercoated   | ASI-MP-MET-BF | 3   |
| 24 Port CAT6 Patch Panel, 110 Punch-Down  | ASI-PP-24P    | 3   |
| <b>Electrical Components</b>  |               |     |
| Dual Gang Junction Box with Two (2) 15A, 125V Duplex Receptables Mounted In Equipment Cabinet. All Connections to Building Power By Others          | ASI-JB-2G-15  | 3   |

|  |                |   |
|--|----------------|---|
| In-Cabinet 15A, 125V - 6 Outlet Power Bar c/w Attachment Bracket, 6' Cord, Plastic Case, On/Off Switch w/ Circuit Breaker, CSA & UL Listed.    | ASI-PB-STD6-15 | 6 |
| Undersurface 15A, 125V - 7 Outlet Power Bar c/w Attachment Bracket, 12' Cord, Plastic Case, On/Off Switch w/ Circuit Breaker, CSA & UL Listed. | ASI-PB-STD7-15 | 6 |
| Power/Data Center, <b>MHO</b> Aluminum Unit, 1 - 15A, 125V Outlet; 1 - Dual USB-A Charging Port; 6 - RJ45 Cat6 Data Ports; 120" Cables         | ASI-PD4P-PR    | 3 |
| Grounding Bus Bar, Isolated Copper   | ASI-GRD-BAR    | 3 |

Privacy Panels

|   |               |   |
|---|---------------|---|
| 18" [457mm] High Rear Privacy Panel. Includes Fabric Wrapped Tentest Front and Rear Insert. | ASI-PP-FAB-18 | 3 |
|---|---------------|---|

Assembly, Packing & Preparation:

|   |     |   |
|---|-----|---|
| Packing and preparation for LTL Freight | n/a | 1 |
|---|-----|---|

|                           |                 |
|---------------------------|-----------------|
| Sit/Stand Consoles Total: | \$40,110.00 (A) |
| Quantity:                 | 3               |
| Per Console Subtotal:     | \$13,370.00     |

Additional Mandatory Items

|  | Part No.     | Qty | Total Price     |
|--|--------------|-----|-----------------|
| <b>Integrated Monitor Mounting - Slat Rail Array</b><br>Adjustable Monitor Mounting System with 12" (205mm) Electric Height Adjustment and 8" (203mm) Electric Focal Depth Adjustment, Independent Control Switches Recessed Into Work Surface, Integrated Cable Management System | ASI-SR-EH-ED | 3   | \$12,636.00     |
| <b>Interior Cavity Ventilation</b><br>Ventilation Grills with Ventilation Fans with Auto Thermal Control, 30 CFM, 19 dBa   | ASI-VF-92.30 | 3   | \$1,590.00      |
| <b>6' Extension Cables</b><br>6' USB Extension Cables for Monitor/Mouse (5 per Workstation)  | ASI-USB-72   | 15  | \$150.00        |
| Additional Items Total:  |              |     | \$14,376.00 (B) |

**Optional Items:** not included in project total**Part No.****Qty****Each Price****Operator Accessories**

|   |            |   |            |
|---|------------|---|------------|
| Enclosure Panel Locks - Per Panel ( <i>Front &amp; Rear Panels</i> )  | ASI-PL-CAM | 1 | \$28.00    |
| Foot Rest, Adjustable Tilting with Dual Height Adjustment   | ASI-FR     | 1 | \$63.00    |
| Wrist Rest, Memory Foam, Black - 17"L x 2.5"D x 3/4"H   | ASI-WR     | 1 | \$28.00    |
| ClimatePlus™ Personal Environmental Unit with (2) Desktop Cooling Louvers and (1) Undersurface Heating Louver. Touchscreen User Interface Panel Controls Forced Air Heating, Cooling, Tasklights, White Noise Volume, and Situational Awareness Light. Manual Controls in Interface Panel for Work Surface and Monitor Array Lift Systems. Includes Power Indicator Light and Occupancy Sensor For Automatic Shutoff. | ASI-CLM-HT | 1 | \$3,896.00 |

**Seating**

|  |             |   |            |
|--|-------------|---|------------|
| Humanscale Freedom Headrest Chair, Adjustable Duron Arms, Grade 1 Seat and Back Fabric, <b>15 Year 24/7 Warranty</b> | ASI-HS-FFHR | 1 | \$1,488.00 |
|--|-------------|---|------------|

**Task Lighting**

|   |            |   |          |
|---|------------|---|----------|
| Littlite LED Gooseneck Operator Tasklight, Dimmable, 24"  | ASI-TL-DA  | 1 | \$274.00 |
| Patlite Series LED Signal Tower Light. Up to 4 LED Lights. Pole Mounted to Top of Slat Rail or Rear Partition Wall. | ASI-PL-TWR | 1 | \$536.00 |
| Processor Enclosure Lighting, 4 watt, LED with Manual Switch  | ASI-PEL    | 1 | \$60.00  |
| Undersurface LED Accent Lighting RGB with Desktop Manual Color Switch and Dimmer, 7' Kit, 100-240V AC Input         | ASI-AL-MS  | 1 | \$360.00 |

**Shared Storage Solutions**

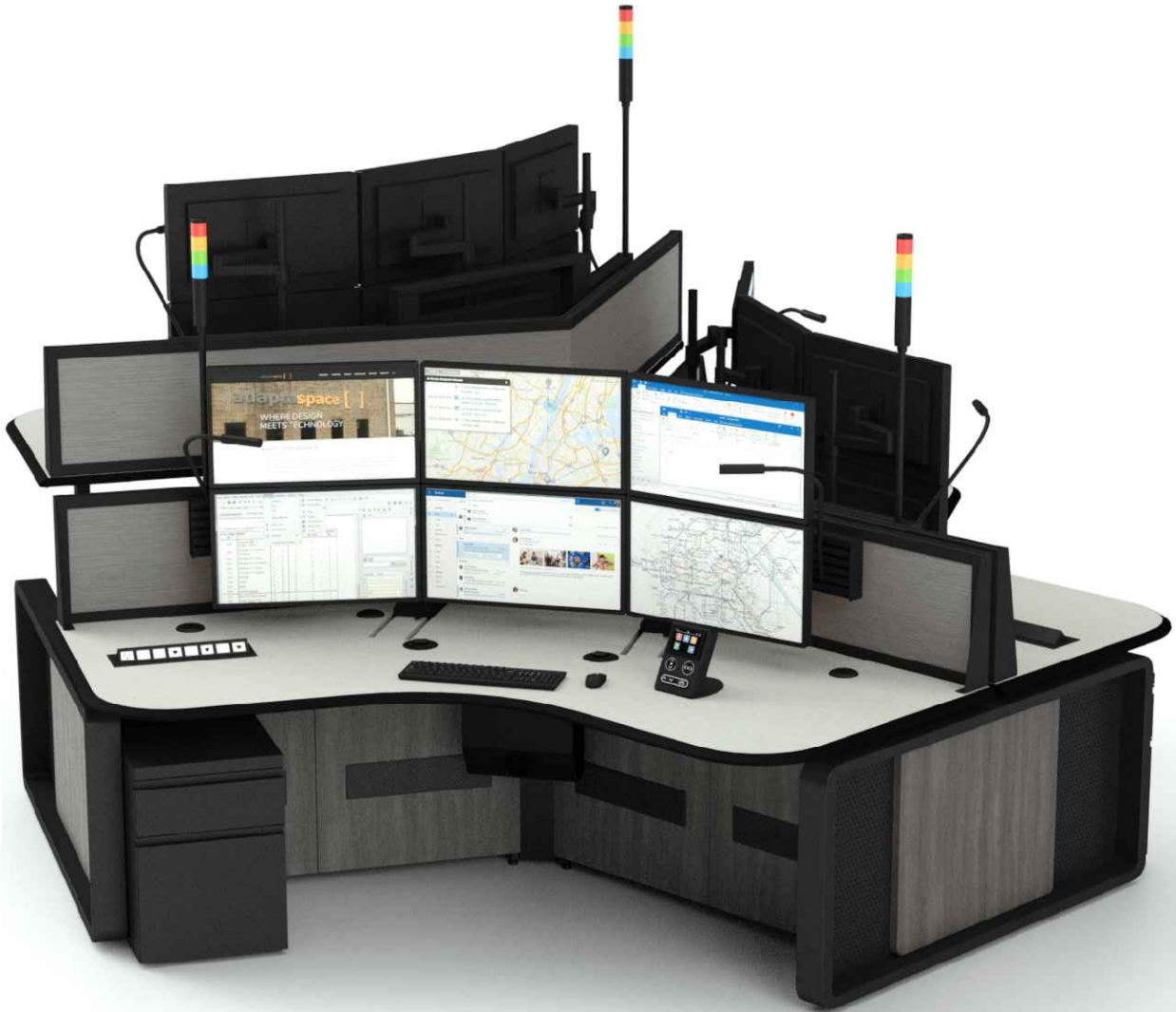
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|--|--------|---|------------|
| Corner Storage Cabinet Nominal 42" x 42". Includes HPL finishes, hinged front doors, adjustable shelves, cable grommet | CUSTOM | 1 | \$2,340.00 |
| Bookcase Nominal 48"W x 14"D x 84"H. Includes HPL finishes, adjustable shelves   | CUSTOM | 1 | \$1,440.00 |

# **MOBERLY POLICE DEPARTMENT**

## **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

### **SECTION 3.0 – DETAILED CONSOLE DRAWINGS**



| REVISIONS:  |                   |    |           |            |
|---|-------------------|----|-----------|------------|
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Moberly Police Department - ECC

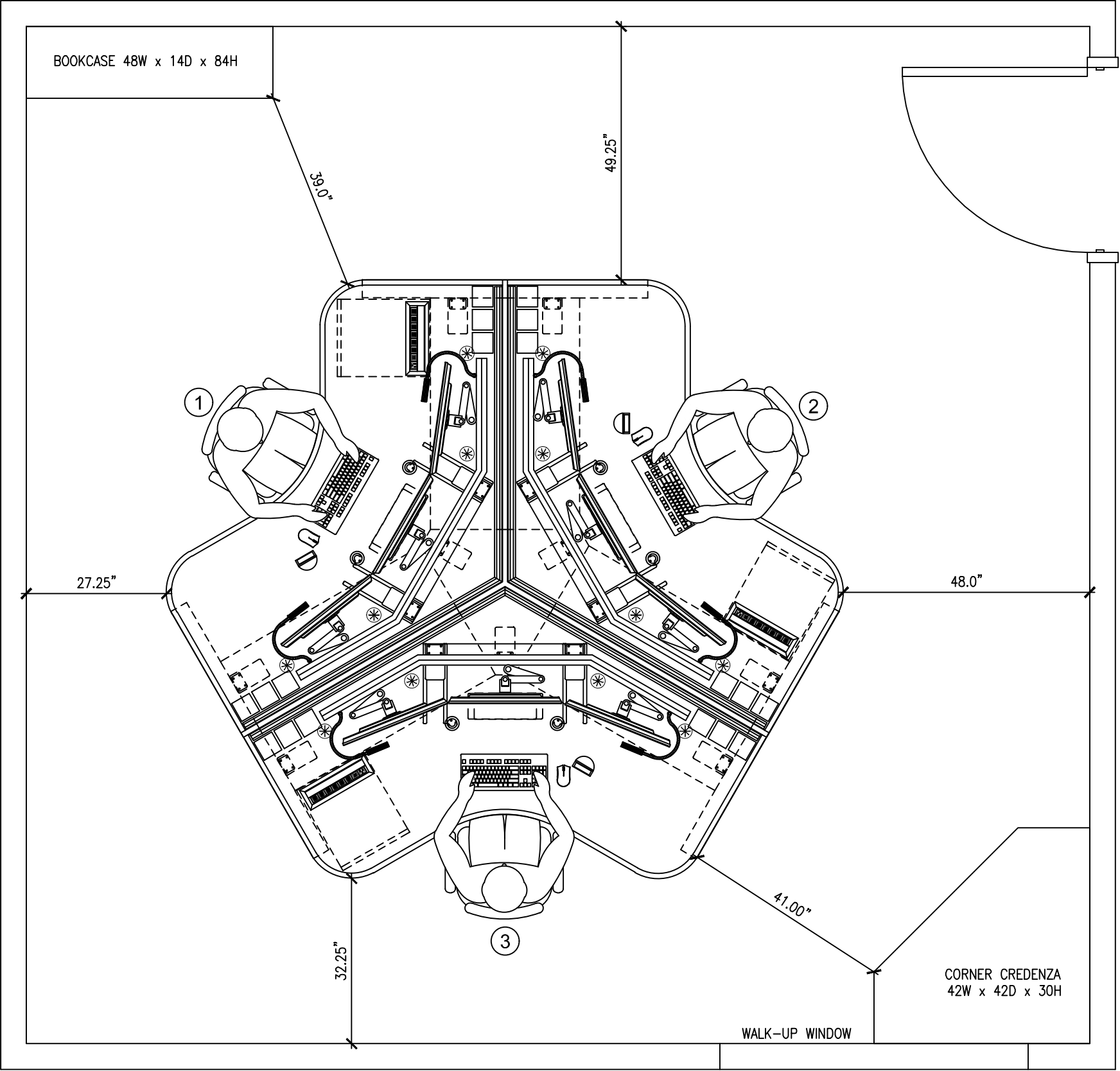
RENDERING

287

|             |           |                       |
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| DRAWING NO. | 23-112-01 | REVISION NO.<br><br>0 |
| PROJECT NO. | 23-112    |                       |
| SHEET NO.   | 01 of 07  |                       |



- NOTES:
1.  OPERATOR POSITION



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|---|-------------------|----|-----------|------------|
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Moberly Police Department - ECC

ROOM LAYOUT

288

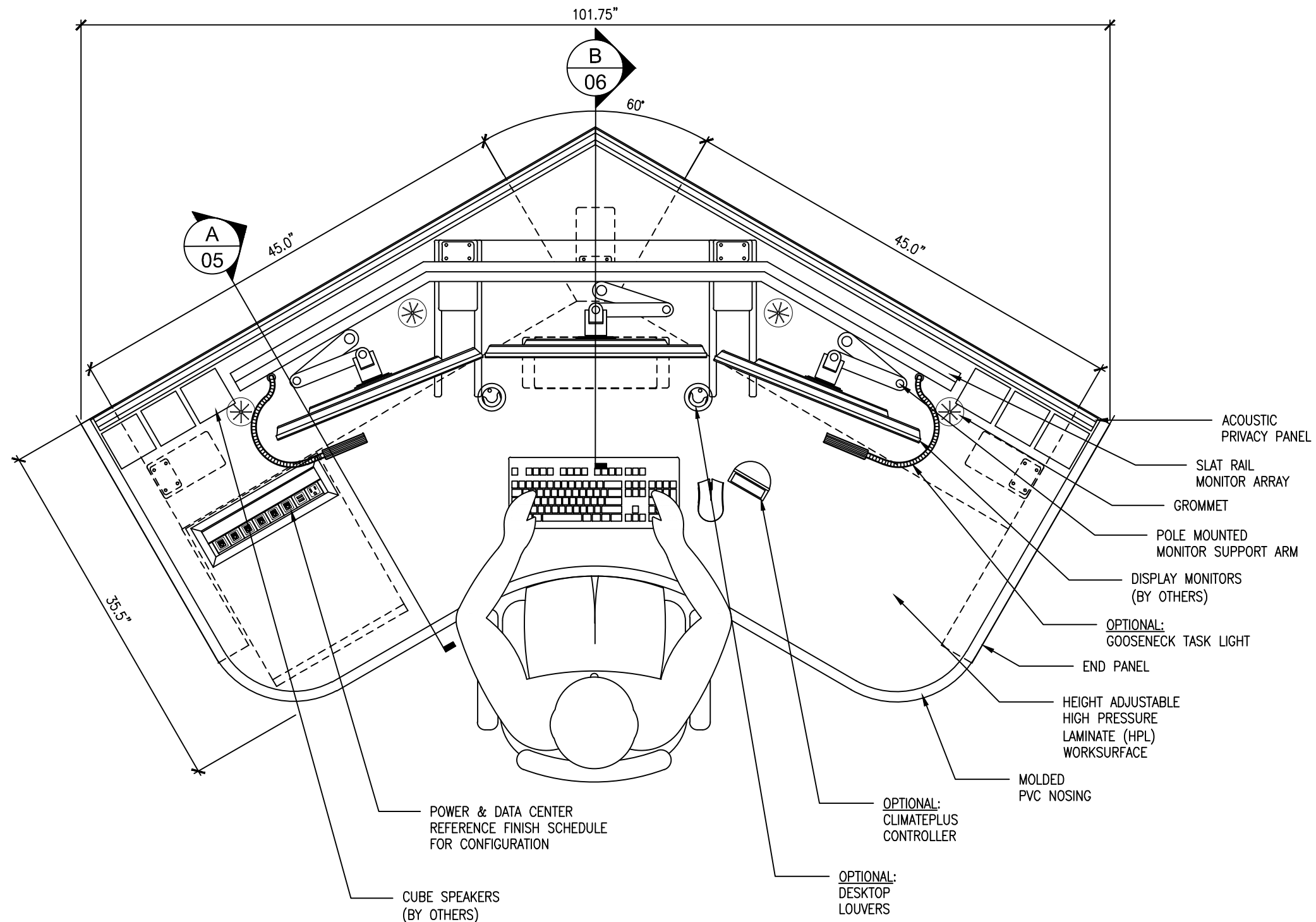
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| PROJECT NO. | 23-112    |
| SHEET NO.   | 02 of 07  |

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| REVISION NO. | 0 |
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NOTES:

1. FINAL LOCATION OF POWER BARS, ACTUATORS, IGUS CHAINS, SWITCH AND SUPPORT FEET TO BE DETERMINED DURING DETAILED ENGINEERING.

#3.



| REVISIONS: |                   |    |           |            |
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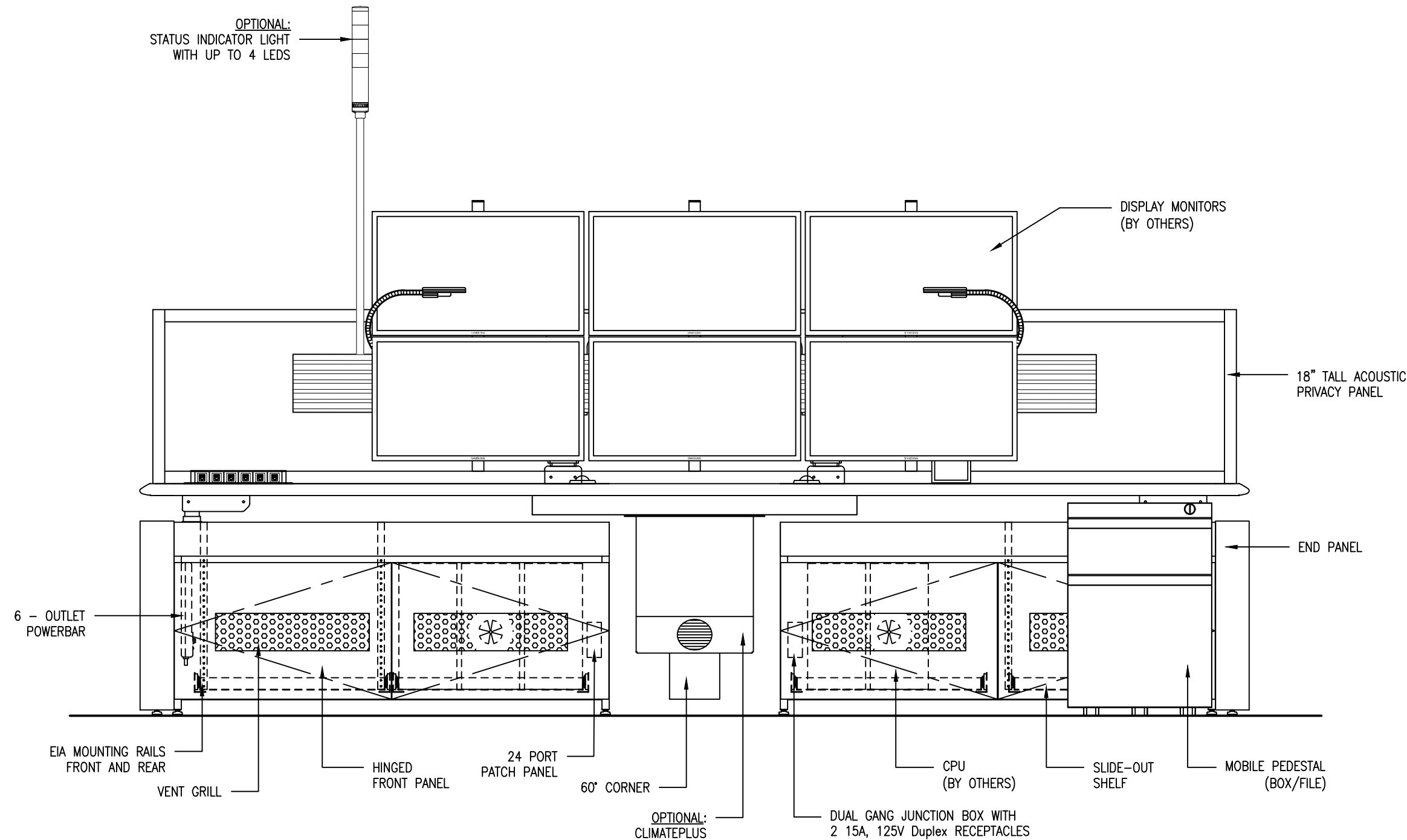
**Moberly Police Department - ECC**

**CONSOLE PLAN**

289

|             |           |              |   |
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| DRAWING NO. | 23-112-03 | REVISION NO. | 0 |
| PROJECT NO. | 23-112    |              |   |
| SHEET NO.   | 03 of 07  |              |   |

- NOTES:
1. FINAL LOCATION OF POWER BARS, ACTUATORS, IGUS CHAINS, SWITCH AND SUPPORT FEET TO BE DETERMINED DURING DETAILED ENGINEERING.



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|---|-------------------|----|-----------|------------|
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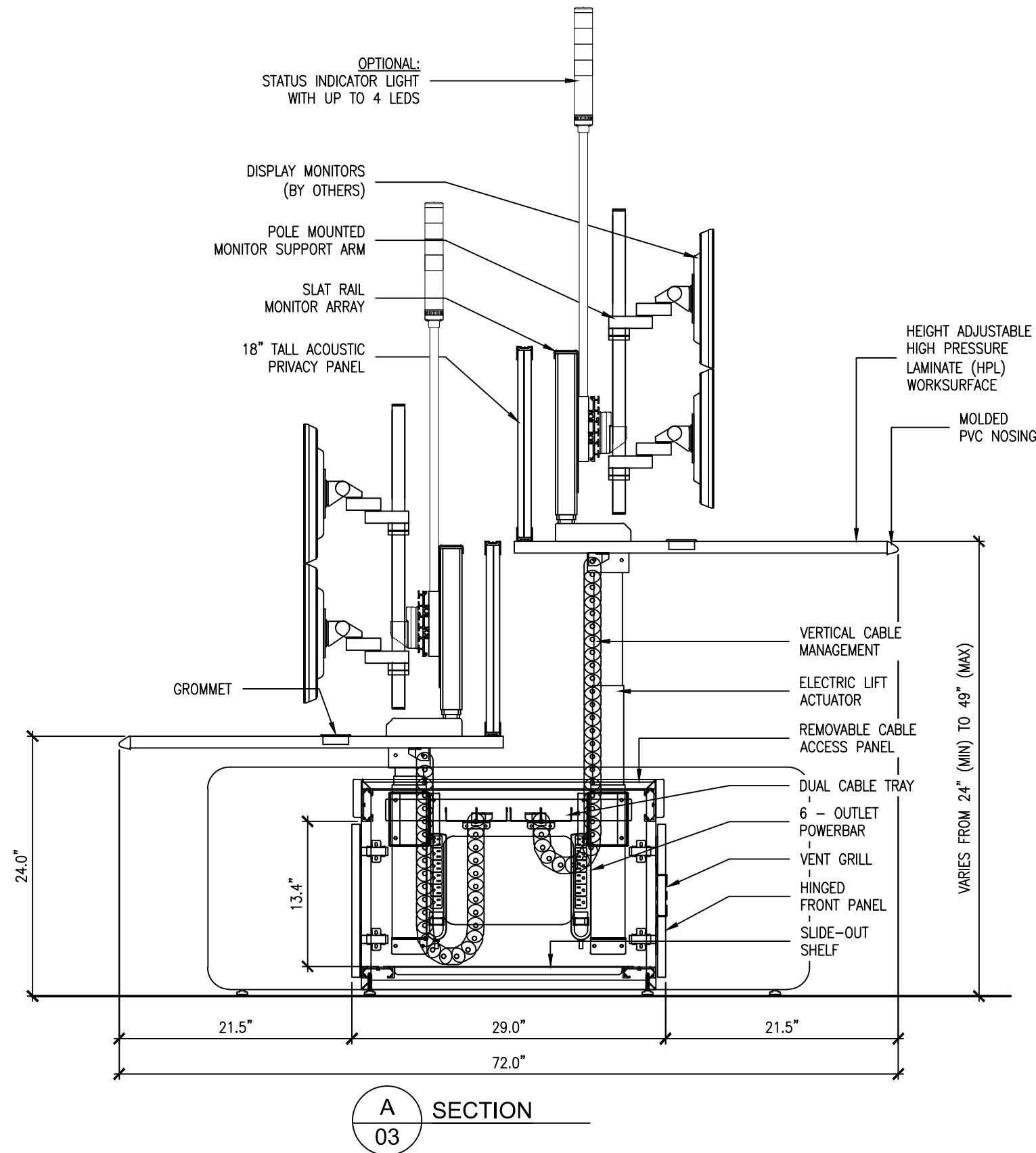
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Moberly Police Department - ECC

CONSOLE ELEVATION

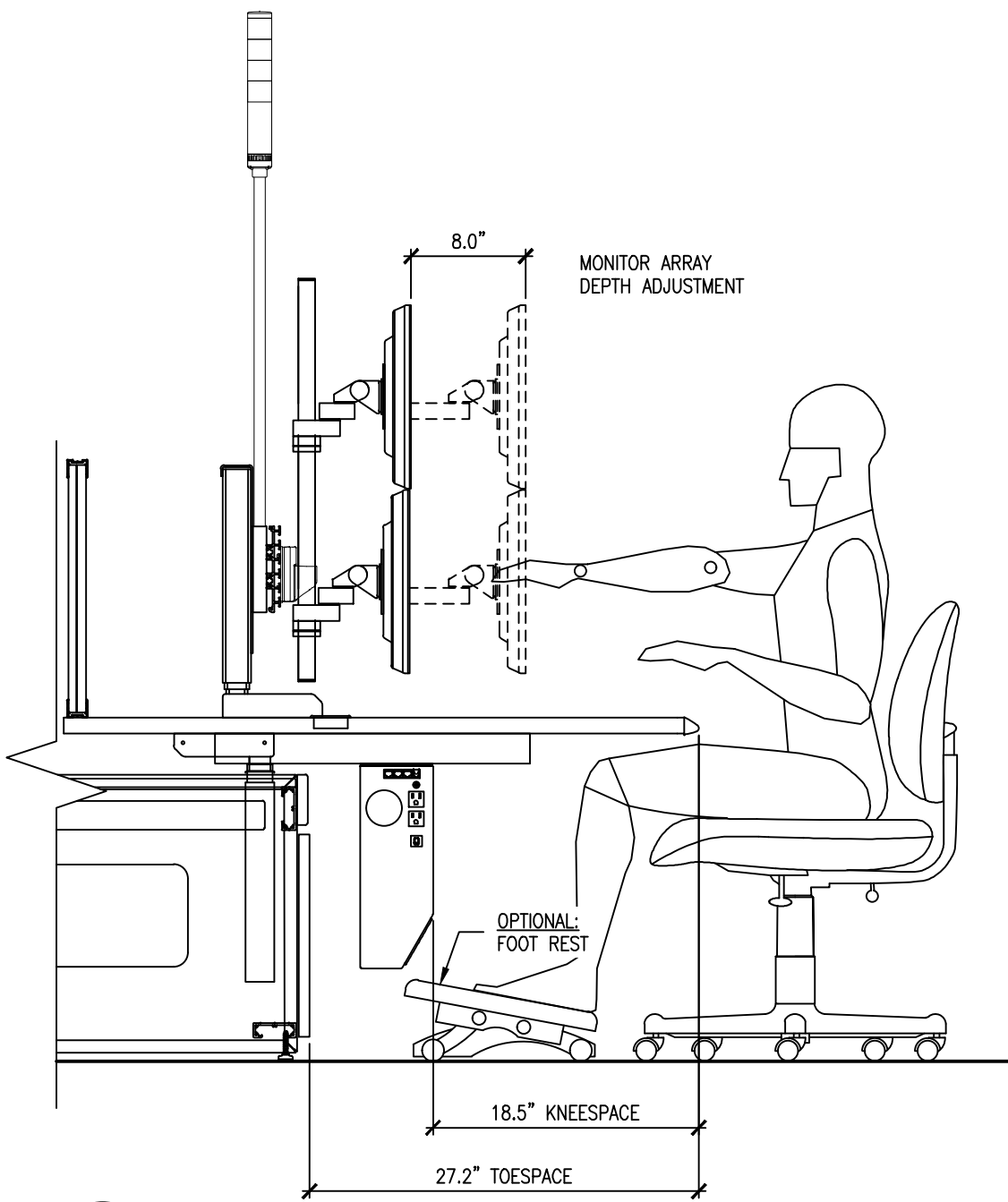
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| PROJECT NO. | 23-112    |              |   |
| SHEET NO.   | 04 of 07  |              |   |

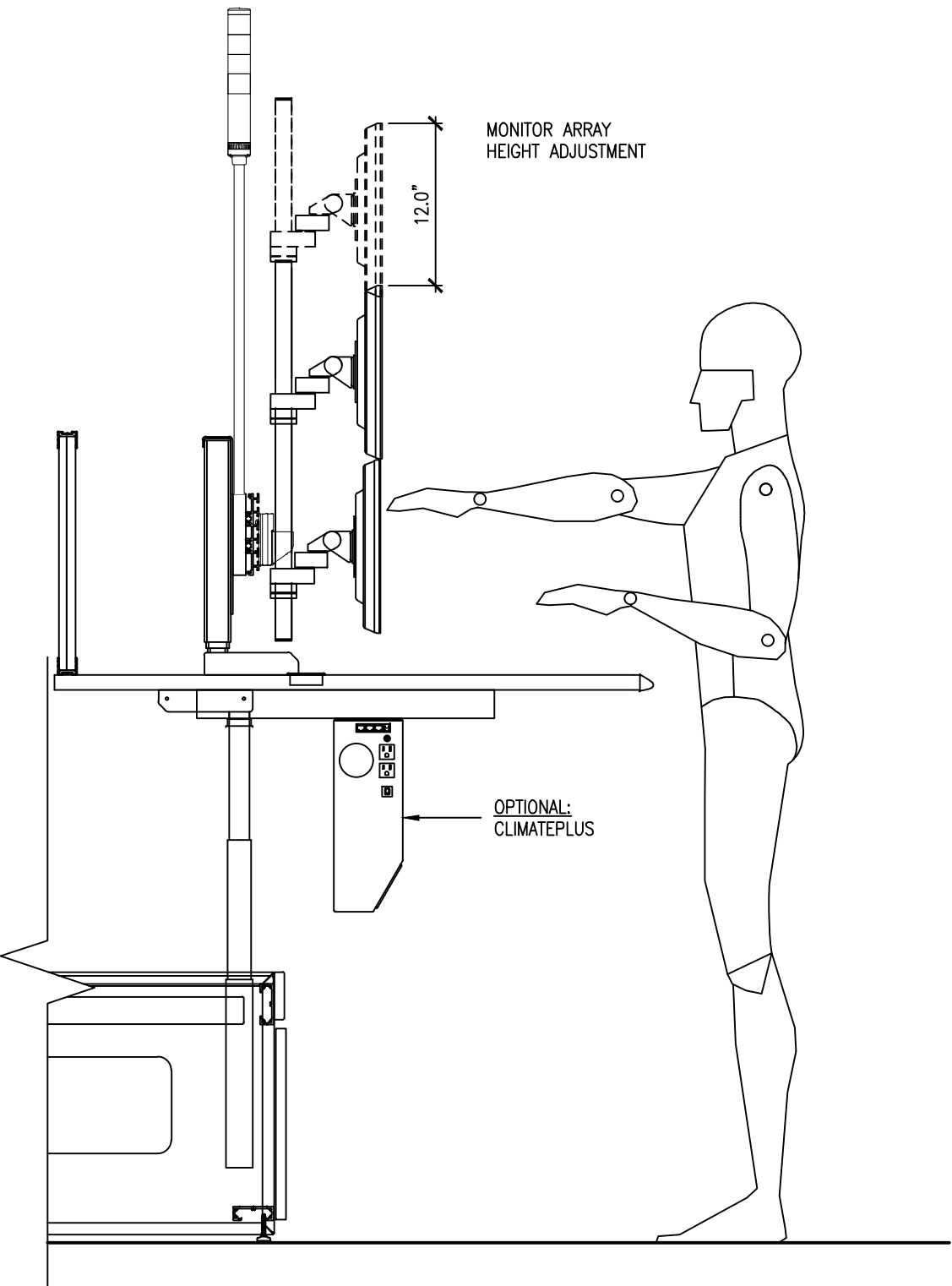


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|  | CHECKED BY:<br>MMc/CR        |   | PROJECT NO.<br><b>23-112</b> |                              |
|  | SUBMITTAL DATE:<br>16 Feb 23 |   | SHEET NO.<br>05 of 07        |                              |
|  |                              |   |                              |                              |



B  
03 SECTION - SEATED



B  
03 SECTION - STANDING

| REVISIONS:  |                   |    |           |            |
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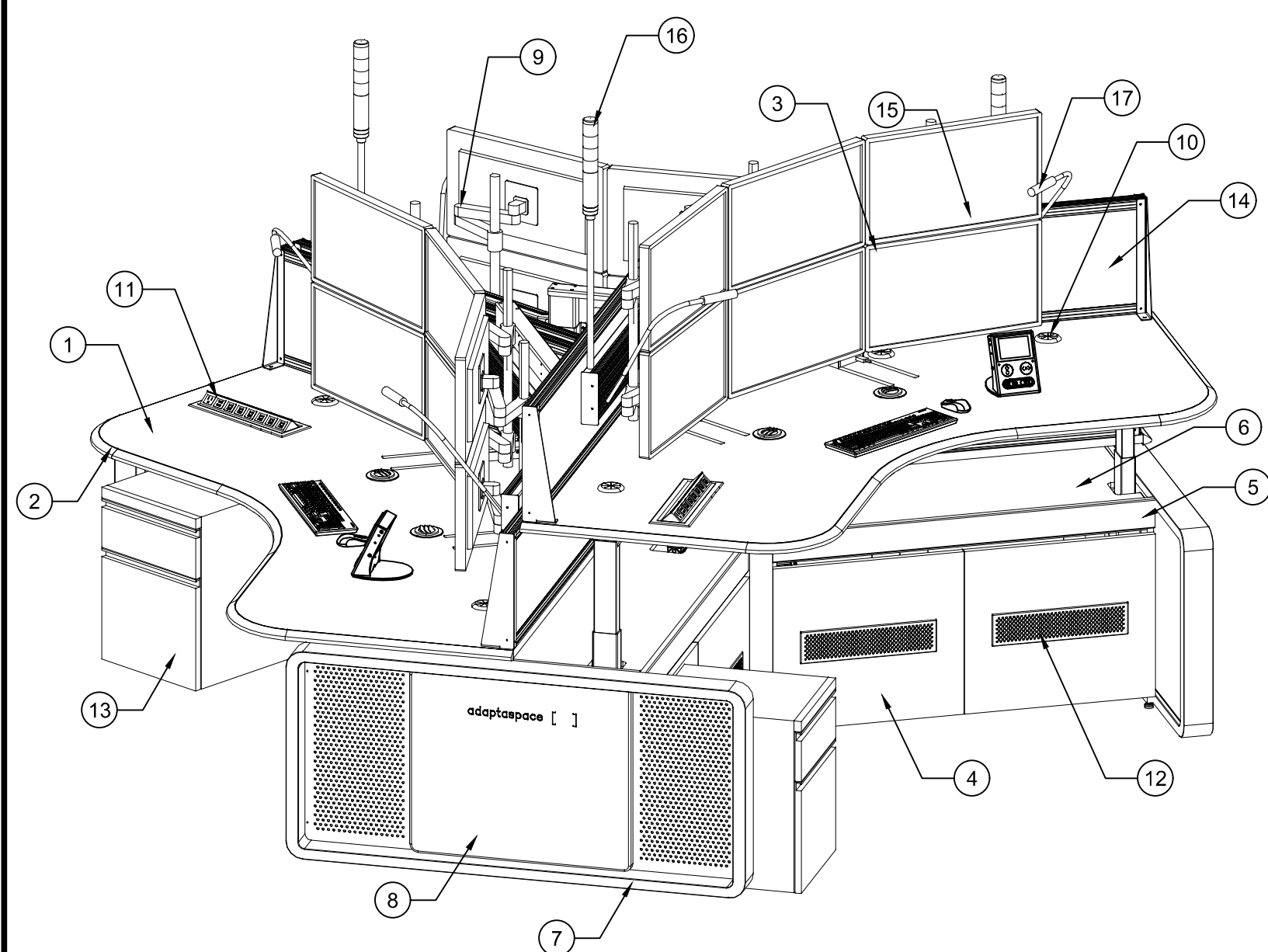
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**Moberly Police Department - ECC**

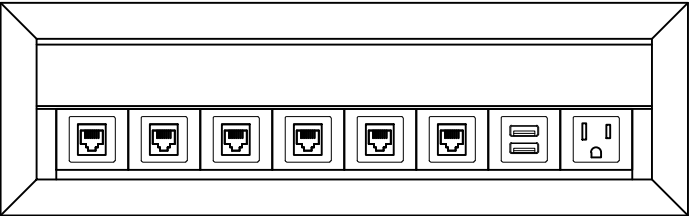
**CONSOLE SECTION @ OPERATOR**

|             |           |              |   |
|-------------|-----------|--------------|---|
| DRAWING NO. | 23-112-06 | REVISION NO. | 0 |
| PROJECT NO. | 23-112    |              |   |
| SHEET NO.   | 06 of 07  |              |   |



| NO. | COMPONENT                         | MATERIAL               | COLOR          |
|-----|-----------------------------------|------------------------|----------------|
| 1   | WORK SURFACE                      | HIGH PRESSURE LAMINATE |                |
| 2   | NOSING                            | MOLDED PVC             | BLACK          |
| 3   | SLAT RAIL MONITOR ARRAY           | METAL – POWDERCOATED   | BLACK          |
| 4   | HINGED PANEL                      | HIGH PRESSURE LAMINATE |                |
| 5   | ACCENT                            | THERMOFOIL             | BLACK          |
| 6   | CABLE ACCESS PANEL                | THERMOFOIL             | BLACK          |
| 7   | END PANEL FRAME                   | METAL – POWDERCOATED   | BLACK          |
| 8   | END PANEL ACCENT                  | THERMOFOIL             | BLACK/LAMINATE |
| 9   | MONITOR ARM                       | METAL                  | BLACK          |
| 10  | GROMMET                           | PLASTIC                | BLACK          |
| 11  | POWER/DATA POP UP                 | METAL                  | BLACK          |
| 12  | VENT GRILL                        | METAL – POWDERCOATED   | BLACK          |
| 13  | MOBILE PEDESTAL                   | METAL                  | BLACK          |
| 14  | PRIVACY PANEL                     | FABRIC                 |                |
| 15  | PRIVACY PANEL FRAME               | METAL                  | BLACK          |
| 16  | STATUS INDICATOR LIGHT (OPTIONAL) | METAL                  | BLACK          |
| 17  | TASK LIGHT (OPTIONAL)             | METAL                  | BLACK          |
|     | STRUCTURAL FRAME                  | METAL                  | BLACK          |

POWER DATA CENTER  
PORTS FROM LEFT TO RIGHT



- [1] DATA – CAT6
- [2] DATA – CAT6
- [3] DATA – CAT6
- [4] DATA – CAT6
- [5] DATA – CAT6
- [6] DATA – CAT6
- [7] CHARGING – DUAL USB-A
- [8] POWER – 15 AMP OUTLET

| REVISIONS:  |                   |    |           |            |
|---|-------------------|----|-----------|------------|
| REV.  | DESCRIPTION       | BY | DATE      | QUOTE REF. |
| 0   | ISSUED FOR DESIGN | MM | 16 Feb 23 | 23-112     |
|   |                   |    |           |            |
|   |                   |    |           |            |
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|                 |           |
|-----------------|-----------|
| DRAWN BY:       | MM        |
| CHECKED BY:     | MMc/CR    |
| SUBMITTAL DATE: | 16 Feb 23 |

Moberly Police Department - ECC  
FINISH SCHEDULE

293

|             |           |              |   |
|-------------|-----------|--------------|---|
| DRAWING NO. | 23-112-07 | REVISION NO. | 0 |
| PROJECT NO. | 23-112    |              |   |
| SHEET NO.   | 07 of 07  |              |   |



## **MOBERLY POLICE DEPARTMENT**

### **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

## **SECTION 4.0 – TECHNICAL PRODUCT DESCRIPTION, WARRANTY & SUPPORT**

## PROPOSED CONSOLE SOLUTION

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### BACKGROUND

Adaptaspace is a Calgary-based corporation dedicated to the design, manufacture, and installation of consoles for 'Mission Critical' 24/7 applications including 911 call taking and dispatching, emergency operations management, process and system control, transit and traffic management, security and surveillance, and technical support.

We have a proven history of responding to the challenging design and planning demands of 911 dispatch control centers, providing collaborative design support for room layout design, workflow analysis, console development, and equipment needs.

Adaptaspace's PROCESS 911 consoles are designed for each customer based on specific functional needs, equipment requirements and facility layout constraints, but all feature the following common elements:

- optimized human factors for increased comfort and reduced physical stress
- equipment and accessory mounting flexibility to satisfy the needs of each user
- extensive cable management for easy installation and access
- power and data connections to support each user
- product durability for 24 hour / 7 day operation
- room layout flexibility to cater to any spatial constraints
- modularity to allow for future equipment and room layout re-configurations

Since being formed in 2003, Adaptaspace has completed well over a thousand projects for customers in a wide range of industries such as emergency response, energy utilities, process control, traffic and transit management, security and monitoring, air traffic control, telecom, call centers, data processing, and military.

The management and senior employees at Adaptaspace have all been working in this industry for well over 20 years, including work with other console manufacturers, modular building systems, general construction and architecture. The depth of our resources stems from this strong and experienced team and has allowed Adaptaspace to be successful on some of the largest and highest profile console projects in North America, including the City of New York's 420 console NYPD and FDNY Emergency Communication Center.

### PROPOSED SOLUTION

Adaptaspace's proposed solution for the Moberly Police Department Emergency Communications Center (ECC) is our cockpit console pod configuration based on our PROCESS 911 console system. The PROCESS 911 design has evolved over the past several years through input from our customers creating a highly functional and user-friendly console with optimal sightlines and operator ergonomics.

The Process 911 console is configured specifically for emergency management dispatch and call taking applications, and complies with all ergonomic standards established by ISO, BIFMA, ADA, ANSI and CSA and is designed to last for 20+ years in a 24/7 environment, unlike many low cost 911 workstation solutions which need to be replaced every 5-10 years.

## PROPOSED CONSOLE SOLUTION

Adaptaspace has prepared and included in this proposal, a complete design package including a floor plan layout, console plan, elevation and section view drawings, plus 3D images of the consoles. Recognizing the iterative nature of the design process, we view the preliminary concept drawings as the design basis, anticipating input from the primary project stakeholders will guide both console configuration and the floor plan design toward the final desired solution.

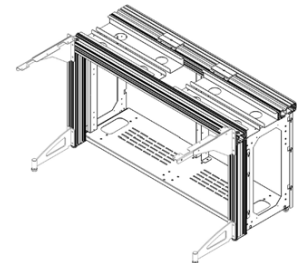
Although preliminary, our proposed PROCESS 911 consoles are configured to be fully compliant with the functional design expectations and equipment requirements set forth in the Request for Proposals documents and offer the most functional use of operator space within the available floor area while meeting all ergonomic requirements. We would like to stress that Adaptaspace is a 'design based' company and welcomes the opportunity to refine the solution so that it meets all room layout requirements and functional needs of the operators, while staying within budgetary constraints.

### CONSOLE FEATURES

All consoles feature a Modular Sub-Frame with Equipment Mounting Enclosures, Internal Power Distribution and Cable Management Systems, Height Adjustable Work Surfaces with an Independent Height and Depth Adjustable Monitor Array System, Articulating Monitor Support Arms, Acoustic Rear Privacy Panels, Desktop Convenience Outlets, and a Personal Storage Unit. Optional Task Lighting, Personal Climate Controls, Status Indicator Lights, and Accent Lighting are available.

#### Console Base Frame Sub-Structure:

The console base frame is freestanding and consists of a structural steel and aluminum framework utilizing a unified frame construction design that ties each element of the console substructure into a contiguous whole, stabilizing all movement.



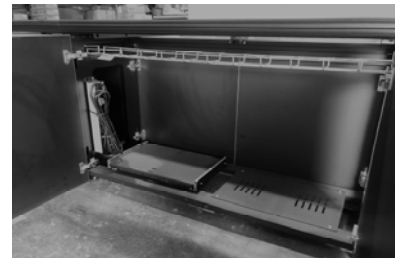
#### Exterior Panels and Doors:

All exterior panels and access doors are constructed of 11/16" industrial grade particleboard with high pressure laminate (HPL) surfaces (front and rear) and PVC edges. Optional sheet metal doors with a powder coat finish can be provided. All access panels and doors have concealed hinges for easy access to equipment and quick removal if necessary.

All door panels will include ventilation grills and automatic thermal controlled fans are included to provide additional ventilation to the equipment cabinet.

#### Internal Equipment Mounting:

The base cabinet of each console provides a series of integrated storage compartments with an active ventilation system to allow for equipment storage, easily accessed for maintenance through the hinged door panels. The processor cabinets will have heavy duty slide-out shelves to support all five (5) specified CPUs with room for expansion and a set of front and rear rack mount rails at each console position. Optional cabinet lighting is available.



## PROPOSED CONSOLE SOLUTION

Each slide-out shelf utilizes heavy-duty, steel-bearing full extension slides with a 90 lbs (40.9 kg) capacity that allows access to all sides of the CPUs for easier maintenance access.

### Height Adjustable Work Surfaces:

The consoles have height adjustable work surfaces providing a smooth level workspace that complies with accepted human factors criteria. Work surfaces are constructed with 1" (25.4mm) industrial grade high-density particle board core material with high pressure laminate (HPL) surfaces (top and bottom) and a 'waterfall-sloped' ergonomic front edge. Each worksurface is supported on a steel stiffener beam spanning the width of the console.



The range of travel for the work surface will be set to a minimum of 24" (610mm) and to a maximum of 46" (1168mm). Note that alternate heights can be programmed up to 50" (1270mm). Each surface is capable of lifting 1,056 lbs. (480 kg) with three (3) lifting columns (Linak DL6). The lifting columns are rigidly mounted to the console base frame. The system is equipped with integrated anti-collision protection that will sense any interfering object and will halt and reverse.

### Sit/Stand Lift System:

The proposed worksurface lift system is capable of lifting the work surface and all monitors and other equipment that may be placed on top of or attached to each work surface. Adaptaspace uses only Linak products – widely recognized as the industry leader in electric linear actuator technology systems - in our consoles. Linak DL6 lift columns will be used to meet the range of travel requirements of the consoles.



Height adjustment of each surface is controlled by an integrated digital smart switch mounted under the work surface within easy reach of the operator. Each switch features a digital readout display, Bluetooth connection to smart devices, four favorite positions, and a light strip to remind users to stand. Other switches are available, or the work surfaces can be controlled through the optional ClimatePlus touch screen controller noted below.



### Slat Rail Monitor Mounting System:

Our proposed desktop monitor management system is a Slat Rail Monitor Array that includes 12" of vertical adjustment and 8" of horizontal depth adjustment. The Slat Rail Monitor Array sits at the back of the worksurface in front of the acoustic privacy panel.

The Slat Rail Monitor Array has two (2) lift columns providing vertical adjustment and one (1) linear actuator allowing movement of the monitor array toward the operator adjusting to the correct focal distance. Both height and depth adjustments are controlled through an integrated single-point interface recessed into the work surface or they can be controlled through the optional ClimatePlus touch screen controller noted below

## PROPOSED CONSOLE SOLUTION

Displays are connected to the Slat Rail Monitor Array via independent monitor arms offering the ability to tilt, rotate, raise and/or lower each individual monitor. Each monitor arm is attached to the Slat Rail allowing maximum flexibility in positioning or reconfiguring the monitor arms. We have configured the monitor arms to support (6) 24" widescreen displays as specified.

One of the unique advantages of this system is that monitor arms can be easily added, removed, or repositioned, providing simple reconfiguration of the console as needs change or evolve.



### Acoustic Privacy Panels:

Adaptaspace's Privacy Panel system provides an acoustic solution for dispatch centers, increases privacy for operators, and improves safety by reducing contact between personnel. Privacy panels will be attached across the rear of the work surface allowing them to move with the operator through the sitting and standing positions.

The panels will be 18" tall providing a 42" overall height from the floor when seated.

Privacy panels are installed with a durable powder-coated aluminum frame system. The panels can be constructed with fabric wrapped tackable cores for improved acoustics, high-pressure plastic laminate (HPL) to match the console finishes or a combination of both.

Note that the fabric meets the flammability requirements of ASTM E-84 (Tunnel Test) Class A and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

### Power and Data Distribution:

Adaptaspace will provide one (1) dual gang junction box with two (2) 15A/125V duplex receptacles mounted in each console's lower equipment cabinet for connection to building power by others.

Adaptaspace will provide all internal AC power distribution within the proposed consoles using 15A/125V power bars with a total of (26) AC outlets. Each console position will include two (2) 7-outlet power bars under the work surface for all desktop equipment connections, connected to the building receptacles in the lower equipment cabinet.

## PROPOSED CONSOLE SOLUTION

Each console will also include two (2) 6-outlet power bars mounted in the equipment cabinet for all cabinet mounted equipment, connected to the building receptacles in the lower equipment cabinet.

A master ground bus bar will be provided in the lower equipment cabinet for all equipment grounding, to be connected to the building master ground by others.

Adaptaspace will provide a 24-port patch panel mounted in the lower equipment cabinet of each console with cables and connections by others.

### Cable Management:

Each console has integrated cable management providing continuous horizontal and vertical cable management allowing logical and discrete routing plus separation of power and data cables throughout the entire console without obstruction. Our dual horizontal sheet metal cable trays allow for wires to enter/exit at any point along the length of the tray with no need for fishing of cables.

The UL certified vertical cable chains extend and retract with the up/down movement of the sit/stand work surface and protect the cables from entanglement and pinching.

Images below illustrate the integrated lift actuators and vertical cable management chains into the structural modular frame. The equipment cabinet has top lift-off panels and hinged front and rear doors to allow easy access to equipment and cable management.



### Desktop Convenience Outlets:

Desktop power and data convenience outlets will be mounted in the work surface, configured with (6) Cat6 voice/data ports as specified plus (1) power receptacle and (2) USB charging ports.

Please note that outlets can be reconfigured during the design phase to include any combination of power, USB charging, USB data passthrough for connecting keyboards and mice, Cat6 network jacks for connecting laptops and phones, and/or audio jacks for headsets.





## PROPOSED CONSOLE SOLUTION

### Headset and Speaker Mounting:

Adaptaspace will provide threaded inserts under the work surface for mounting customer supplied headset jack devices, with placement to be coordinated during the design phase. Alternatively, we can provide custom headphone jack boxes under the surface with 3.5mm audio jacks if required or 3.5mm audio jacks can be provide with the desktop convenience outlets mounted in the work surface.

The work surface has ample space to accommodate up to (6) cube speakers positioned to the rear of the console under the slat rail mounting system.

### Personal Storage Cabinets:

Each console will include a mobile personal storage cabinet located under the work surface to the left or right side of the operator for ease of access. We have proposed a box/file drawer unit so that the cabinet will fit under the worksurface when in the lowest position.



## OPTIONAL FEATURES

### Optional Personal Environment Controls:

We can equip each console position with Adaptaspace's ClimatePlus™ Personal Environment Control System. ClimatePlus™ utilizes two (2) desktop diffusers with up to 100 CFM of airflow, an undersurface 350W forced air heater and a touchscreen user interface.



Users can control ventilation fan speed, heater fan speed, up to (2) optional task lights, white noise sound masking, and optional work surface height adjustment and slat rail monitor array height and depth adjustment. Up to 15 user presets can be programmed for a different operator on different shifts. The user interface unit has a power indicator light and an occupancy sensor for automatic shutoff.



### Shared Resource Storage:

Adaptaspace can provide a 42" x 42" shared corner resource cabinet with open storage shelving for binders, office supplies, printer supplies, etc. The surface includes grommets for printer cable pass through. The cabinet can be revised during the design phase if this does not meet the ECC requirements.

Adaptaspace can also provide a 428"W x 14"D x 84"H shared bookcase with open shelving for binders, office supplies, printer supplies, etc. The bookcase can be revised during the design phase if this does not meet the ECC requirements.

## PROPOSED CONSOLE SOLUTION

Our millwork units are designed to withstand the rigors of 24/7 use and are constructed with industrial grade, high-density particle board core material and high-pressure laminate (HPL) surfaces (top and bottom). Construction will include PVC edging colors to match consoles and levelers provide up to 1-3/4" (44mm) of adjustment to accommodate uneven floor conditions. Cabinets include 110° hinged doors with decorative arched pulls, adjustable shelving, and cable grommets.

### Optional Task Lighting:

Adaptaspace can provide up to (2) dimmable LED task lights at each position. The 'Anser' by Littlite is gooseneck style light offering up to 24" of reach with unlimited articulation. This dimmable, 1.8W LED task light comes with a 12V power supply, but can also be powered from a USB port.

It has a 3000K warm light, with an expected 60,000 hr life and a 5-year, 24/7 use warranty. The light can be mounted to the Slat Rail for maximum flexibility in positioning or reconfiguring the task light position to accommodate the displays.

The task lighting can also be controlled using the optional ClimatePlus system.



### Optional Status Indicator Light:

Each console can include a Patlite Series LED Signal Tower Light to signal when an operator is available, on call, or in need of critical assistance. The signal tower series features ultra-bright LEDs (up to 4 different colors), a modular design, and a wide selection of options.

The pole mounted light can be attached to the work surface or to the slat rail, making it visible throughout the call center. Any pole height is available.



### Other Optional Items:

Adaptaspace also offers interior cabinet lighting, undersurface accent lighting, foot rests, wrist rests, and a variety of custom millwork storage solutions including:

- Freestanding shared storage cabinets with filing drawers (legal or letter), standard drawers and/or binder shelves.
- Lazy Susan binder carousels
- Map cabinets
- Printer cabinets or tables
- Meeting/collaboration tables

## PROPOSED CONSOLE SOLUTION

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### QUALITY AND WARRANTY

Adaptaspace's objective is to provide its customers with zero-defect products and on-time project completion. We utilize the highest quality materials and workmanship in manufacturing our consoles. Our suppliers are carefully selected, ensuring they can meet our stringent specifications and have only the highest manufacturing standards. As a result, our customers can expect high quality solutions and short delivery schedules.

Adaptaspace's QA Program and Document Control System is in compliance with ISO 9001:2015. They have been in place since the inception of the company and are a main driver of Adaptaspace's successful on-time project completion track record.

Further evidence of Adaptaspace's initial and ongoing commitment to service excellence is the company's rating in the excellent category (92%) in its Dunn & Bradstreet Past Performance Evaluation (an independent performance review).

Adaptaspace console systems are designed for over 20 years of use in a 24/7 operating environment and we back our consoles with an industry-leading Lifetime Warranty that Adaptaspace consoles are free from defects in materials and workmanship including all fixed structural frame components, exterior panels, interior shelves, work surfaces, and all adjustable, sliding, or hinge mechanisms. Electrical components incorporated into Adaptaspace consoles, including the electrical sit/stand system and task lights, are covered by a 5-year warranty, and all OEM products supplied or incorporated into our consoles are supported with an extended warranty so the warranty shall be that of the OEM or 5 years, whichever is greater.

Adaptaspace shall be responsible for all shipping and handling costs and any labor involved in the installation of parts repaired or replaced under warranty for a period of 5 years.

Adaptaspace is committed to providing the highest possible level of customer support during and after all projects. All parts used in the manufacturing of our consoles are designed by Adaptaspace and either manufactured by Adaptaspace or by local suppliers under Adaptaspace's direction. As a result, all parts are easily available for future replacement, reconfigurations or expansions. For OEM product accessories supplied with Adaptaspace consoles, Adaptaspace monitors the availability of these products and maintains an adequate inventory to supply warranty replacements if required. Adaptaspace will ensure replacement parts will be available for five (5) years following discontinuation of product manufacture.

Lastly, please consider that, unlike many low-cost, 911 workstation solutions, Adaptaspace's proposed solutions are true consoles, designed to last for 20+ years. While consoles typically have a higher upfront cost, the full cycle economics result in significant cost savings over the life of the product.

## PROPOSED CONSOLE SOLUTION

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### CONCLUSION

We look forward to the prospect of presenting our capabilities, and to demonstrating our ability to bring value to the Moberly Police Department ECC project. We would like to reiterate the following key takeaways why Adaptaspace believes it is best suited to supply the dispatch consoles for the ECC:

1. Our ability to add value through our collaborative product design approach allows for a custom-designed console solution driven by the Moberly Police Department's specific needs.
2. Our dedication to proper project planning and strict adherence to project schedules to ensure the project remains on track.
3. Our commitment to providing the highest level of on-site support from concept development and project planning phases through production, start-up, and post-installation.
4. Lastly, the durability and quality of craftsmanship in our consoles, backed by our industry-leading Lifetime Warranty, will provide the Moberly Police Department with exceptional full-cycle value for their investment.

# **MOBERLY POLICE DEPARTMENT**

## **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

### **SECTION 5.0 – PROJECT APPROACH AND SCHEDULE SUMMARY**

## PROJECT APPROACH AND SCHEDULE SUMMARY

### PROJECT APPROACH

As with any project of this nature, Adaptaspace understands that once a contractor has been selected and contract awarded, time will be of the essence, and it is desirable that all subsequent stages of the project be executed in the most time efficient manner.

Upon contract award, Adaptaspace organizes a 'kick-off' meeting to include all stakeholders. This meeting allows for introductions to the project team, while also providing a starting point for the project schedule, and most importantly, focuses ownership of critical milestones. After completion of the 'kick-off' meeting, a detailed project schedule is distributed to all relevant members of the project team for review and approval. An overview of the proposed project timeline is outlined below.

Adaptaspace anticipates that there will be the following key milestones for the project following contract award and project kick-off:











1. Design Review / Approval
2. Console Procurement / Manufacturing
3. Factory Acceptance Testing / Packaging
4. Console Delivery
5. Console Removal
6. Console Installation
7. Final Acceptance / Training

**Adaptaspace anticipates delivering the consoles and beginning the installation within 8 weeks (56 days) after receiving final design approval.**

The following sections outline the key milestones and indicate the lead times required for each activity. A detailed Project Schedule will be coordinated for the project after award to ensure timely completion aligned with the expectations of the project team.

### Preliminary Project Schedule GANTT Chart

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|      |                                      | Weeks  |   |   |  |   |   |  |   |   |   |   |  |
|------|--------------------------------------|--------|---|---|--|---|---|--|---|---|---|---|--|
| Item | Activity                             | ARO    | 0   | 1   | 2  | 3 | 4 | 5  | 6   | 7   | 8   | 9   |  |
|      | Award of Contract / Project Kick-Off | 0      |  |   |  |   |   |  |   |   |   |   |  |
| 1    | Design Review                        | 1      |   |  |  |   |   |  |   |   |   |   |  |
|      | Final Design Approval                | 1      |   |  |  |   |   |  |   |   |   |   |  |
| 2.   | Material Procurement                 | 2 to 6 |   |   |  |   |   |  |   |   |   |   |  |
| 3.   | Manufacturing of Consoles            | 6      |   |   |  |   |   |  |   |   |   |   |  |
| 4.   | Staging, Quality Testing & Packaging | 7      |   |   |  |   |   |  |  |   |   |   |  |
| 5.   | Shipping & Delivery                  | 8      |   |   |  |   |   |  |   |  |   |   |  |
| 6.   | Existing Console Removal             | 9      |   |   |  |   |   |  |   |   |  |   |  |
| 7.   | Console Installation                 | 9      |   |   |  |   |   |  |   |   |   |  |  |
|      | Final Acceptance                     | 9      |   |   |  |   |   |  |   |   |   |  |  |



## PROJECT APPROACH AND SCHEDULE SUMMARY

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### SCHEDULE SUMMARY

#### 1. DESIGN REVIEW / SIGN OFF

Time Line – 1 Week from Award Date

Key Personnel:

Prototype Design - Shawn Tissington – Manager Design Service

The preliminary design consultation process will begin immediately after Contract Award. This stage of the project has been allotted a total of 1 week to complete due to the collaborative back and forth nature of the console design process. However, this process can take as little as a couple days if fast tracked, or as long as needed to ensure that the project stakeholders are satisfied with the final design and materials.

#### 2. CONSOLE PROCURMENT / MANUFACTURING

Time Line – 5 Weeks from Final Design Approval

Key Personnel:

Procurement – Robert Glowasky – VP Operations; Terri Thomas – Purchasing Manager

Manufacturing – Robert Glowasky – VP Operations; Brent Beeson - Manufacturing Manager

After the final design is approved, Adaptaspace will begin the procurement of materials for the manufacturing of all consoles. Purchasing is scheduled to have all critical materials arrive 1 week prior to the start of manufacturing. The longest lead time for material is 4 weeks. The long lead items are generally related to accessories that do not impede the manufacturing process timeline. Adaptaspace would anticipate having all critical materials in house 4 weeks after final design approval.

Manufacturing will be scheduled into Adaptaspace's production system and will begin once critical materials arrive. For a project of this size, Adaptaspace will require 1 week for the manufacturing phase.

#### 3. FACTORY ACCEPTANCE TESTING / PACKAGING

Time Line – 1 Week from Manufacturing Completion

Key Personnel:

Manufacturing – Robert Glowasky – VP Operations; Brent Beeson - Manufacturing Manager

Once manufacturing is complete, each console will be fully assembled, staged and made ready for inspection and factory acceptance testing before packing and delivery. Upon completion of the factory acceptance testing, each console will be packed in a partially assembled condition to minimize installation time. Adaptaspace has allotted 1 week after manufacturing for the staging, inspection, disassembly and packaging phase.

## PROJECT APPROACH AND SCHEDULE SUMMARY

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### 4. CONSOLE DELIVERY

Time Line – 1 Week

Key Personnel:

Delivery – Tom Armstrong - Logistics & Installation

Adaptaspace will ship the packaged consoles from its Calgary dock to the Moberly Police Department's Emergency Communications Center (ECC) using a 53' air-ride trailer service. Delivery is expected to take 5 days. Adaptaspace's installation team will offload and the consoles will be unpacked and moved from the off-loading area into the ECC using moving dollies. All console modules are designed to fit through standard 30" wide doorways. Protective coverings will be provided where necessary to protect the flooring, door frames and walls along the pathway to the control room.

### 5. EXISTING CONSOLE REMOVAL

Time Line – 1 Day

Key Personnel:

Installation - Tom Armstrong – Logistics & Installation

Adaptaspace will dismantle and remove the existing consoles from the ECC prior to installation of the new consoles. Adaptaspace will coordinate with the Moberly Police Department to ensure that there is minimal disruption and downtime between console removal and installation of the new consoles. Each existing console will be dismantled into major functional blocks and transported to a recycle/disposal center in accordance with all state laws and regulations.

We expect Moberly Police Department technicians to have the wiring and equipment removed from all consoles prior to our removal team arriving on site. The consoles will be disassembled and removed within 1 day.

### 6. CONSOLE INSTALLATION

Time Line – 2 Days

Key Personnel:

Installation - Tom Armstrong – Logistics & Installation

Adaptaspace understands that the installation will need to be completed immediately after the existing console furniture is removed. Adaptaspace will have two installers on site including our installation supervisor and installation is expected to take 2 days.

We have included time to allow for moving, unpackaging, waste removal, cleaning and testing. If during the project planning it is necessary to accelerate that timeframe, Adaptaspace can provide additional resources.

Following completion of the installation, any remaining waste, installation materials, and/or tools will be removed. Adaptaspace will clean and test the consoles prior to inspection by Moberly Police Department representatives.

## PROJECT APPROACH AND SCHEDULE SUMMARY

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### 7. FINAL ACCEPTANCE / TRAINING

Time Line – 1 Day from Installation Completion

Key Personnel:

Installation - Tom Armstrong – Logistics & Installation

Once the installation is complete, Adaptaspace will perform a Field Acceptance Test of each console to be witnessed by Moberly Police Department representatives. Testing includes all surfaces, panels, hinges, locks, and all accessories, and ensures proper functioning compliance and quality conformance.

All test reports, owner's manuals, technical data sheets, and as-built drawings will be provided after testing and acceptance is complete. After completion of the install, Adaptaspace will provide console operation and maintenance training to the Moberly Police Department 911 dispatch team.

# **MOBERLY POLICE DEPARTMENT**

## **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

## **SECTION 6.0 – PROJECT REFERENCES**

## SUMMARY OF EXPERIENCE AND QUALIFICATIONS

Adaptaspace has a long and proven history responding to the needs of 24/7 Mission Critical Control Room projects, supplying quality and innovation through our PROCESS console workstation solutions and complementing control room accessories. We apply our 'human-centered' design approach towards the development of functional and responsive product solutions to the standards of quality, schedule, performance, while keeping costs as low as possible to ensure our customers realize the best value for their investment.

Since the inception of the company in 2003, Adaptaspace has established itself as a respected supplier of quality, custom console and technical furniture solutions, designed and fabricated to withstand the rigors of 24/7 Mission Critical operational environments. Our portfolio includes a number of projects for the transportation industry including to the private sector, municipal, state/provincial, and federal government agencies.

The management and senior employees at Adaptaspace have been working in this industry for well over 20 years, including work with other console manufacturers, modular building systems, general construction and architecture.

Adaptaspace typically completes 40-60 projects per year, ranging in size from \$5,000 to over \$2,000,000. Adaptaspace's operational structure is easily scaled up to complete large projects in excess of \$2 million and can be utilized to meet demanding project schedules.

Utilizing high quality materials and workmanship in both design and manufacturing of our products, we carefully select suppliers which meet or exceed our stringent specifications and industry standards. As a result, our customers can expect quality solutions, a short delivery schedule and a QA Program based on ISO 9000 recommendations and Greenguard certified products, which has been in place since the inception of the company.

## PROJECT REFERENCES

The following project summaries and reference information represent a small sample set of our past project experiences and are offered to demonstrate Adaptaspace's ability to support the requirements of 24/7 Control Room Operations for Emergency Response Centers.

Adaptaspace clients are happy to support our company and provide references, however some prefer to not have their contact information provided in the references. Each reference includes a brief summary and photographs. Contact us if you require additional information.

## 1.0 NEW YORK CITY POLICE/FIRE EMERGENCY SERVICES CALL/DISPATCH CENTER – (PSAC II)

Demonstrating Adaptaspace's ability to scale our operation and process in support of large project applications, we have included a summary of our largest single control room project, the Public Safety Answering Center (PSAC) II project, for the City of New York. The new center houses both the NYPD and the FDNY call centers and respective training centers. Consoles support Call Takers, Dispatchers, Emergency Response Teams, and associated support functions.

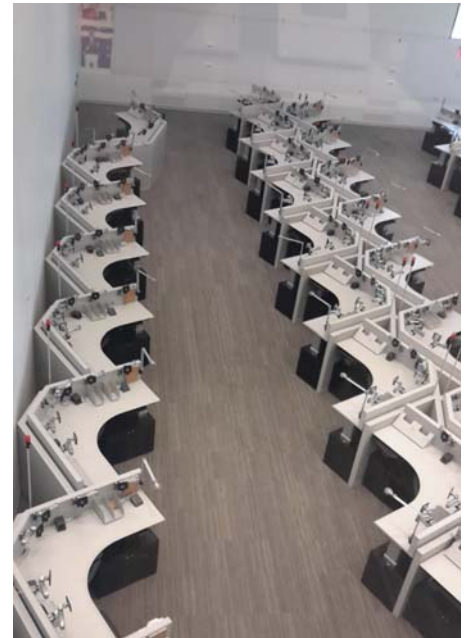
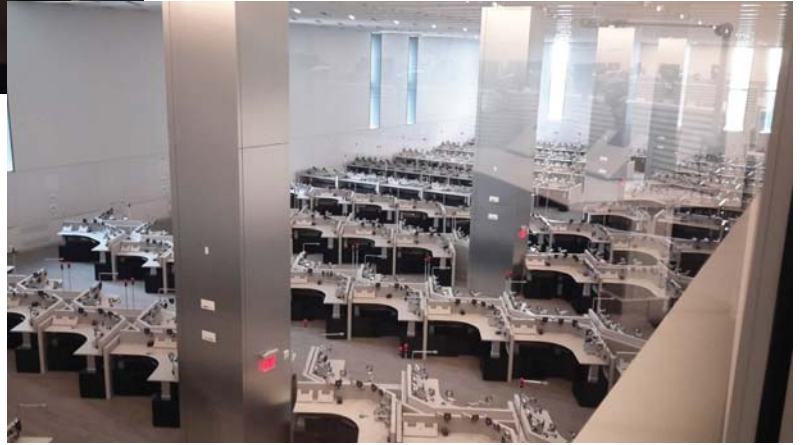
Adaptaspace provided all design, manufacturing and installation services for the console requirements on the project, including training and ongoing maintenance services. Manufacturing of the 420 consoles was completed during a four month period between May-August 2014 and all consoles were delivered to the site on time. Installation was completed in two phases during late 2014 and the summer 2015, in close coordination with, and under the direction of, the building construction team lead by Tishman Construction.

Adaptaspace continues to work closely with the City of New York supporting its service and maintenance needs as well as providing consoles for several other control room locations since 2015.





## 1.0 NEW YORK CITY PSAC II (Cont...)



**Customer Name:** New York City Police/Fire Public Safety Answering Center (PSAC II)

**Address:** 30 Thomson Avenue, Long Island City, NY11101

**Telephone Number :** 718-391-1765

**Contact Person & Email:** Dale Peterson, Project Executive, petersoda2@ddc.nyc.gov

**Type of System:** Genesis 911

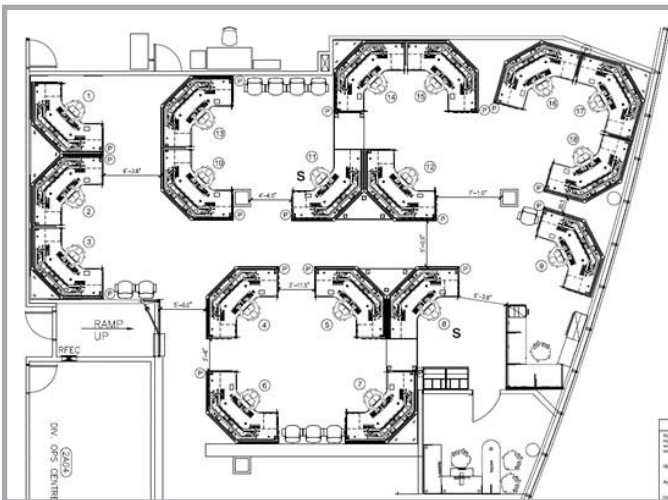
**Date Completed:** Original project August 2015 (Additional Installations 2019 & 2020)

## 2.0 ROYAL CANADIAN MOUNTED POLICE (RCMP) DIVISION F & K—OPERATION COMMUNICATION 911 CENTERS

The RCMP renovated their OCC centers in 3 cities over 2 provinces. Division K is the province of Alberta in both Edmonton and Red Deer . Division F is located in Regina in Saskatchewan.

The Adaptaspace design team redesigned each facility working with the room constraints while considering access/ egress into and within the room as well as meeting the challenging ergonomic operator requirements.

The consoles include our Slat Rail Monitor Array offering height and telescopic adjustment in additional to the sit-stand worksurface. Other console features include left/right integrated operator connectivity, digital personal environment air cooling/heat system, personal storage, ambient colored lighting, plexiglass separation between operators, acoustic wall system and additional companion storage furniture throughout the rooms.



K Division—Edmonton, Alberta

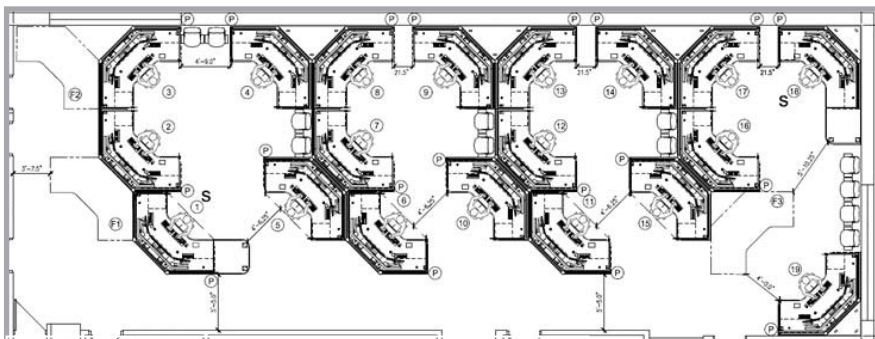




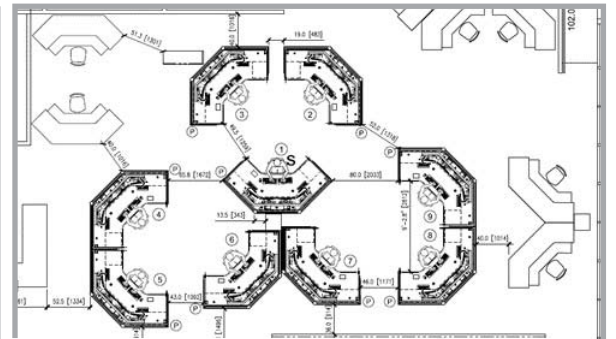
## 2.0 RCMP— DIVISION F & K—OPERATION COMMUNICATION 911 CENTERS—CONT'D



**Customer Name:** RCMP  
**K Division** NAOCC—AB  
**F Division** OCC—SK  
**Address:** Multiple locations  
**Contact:** details upon request  
**Type of System:** Process 911  
**Date Completed:** 2022/2023



K Division—Red Deer, Alberta



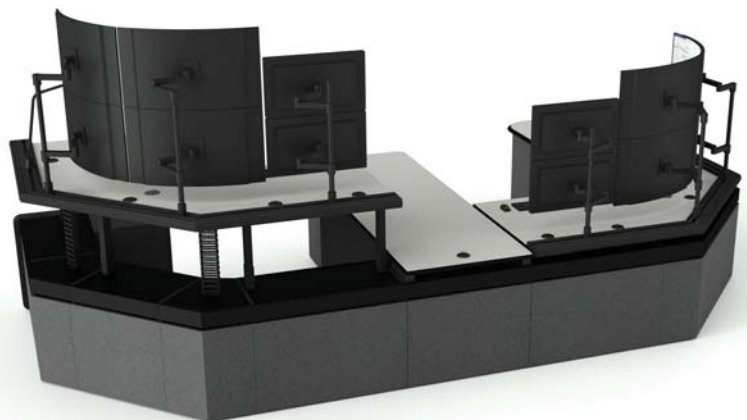
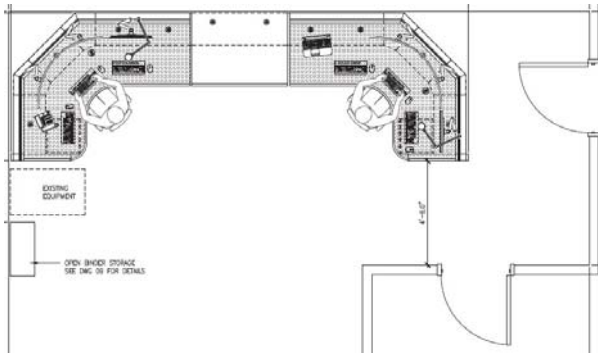
F Division—Regina, Saskatchewan

### 3.0 KEESLER AFB—MILITARY POLICE

Adaptaspace designed, manufactured and installed operator consoles in 2 rooms for Kessler AFB. The consoles were designed to accommodate tight room constraints, while maximising the operator worksurface space, providing an ergonomic environment and house all internal equipment. There were additional requirements for storage and map reading space. The project installed in December 2022.



**Customer Name:** US Air Force, Keesler AFB, Military Police  
**Address:** 4503 M St, Biloxi, Mississippi, 39530  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** December 2022

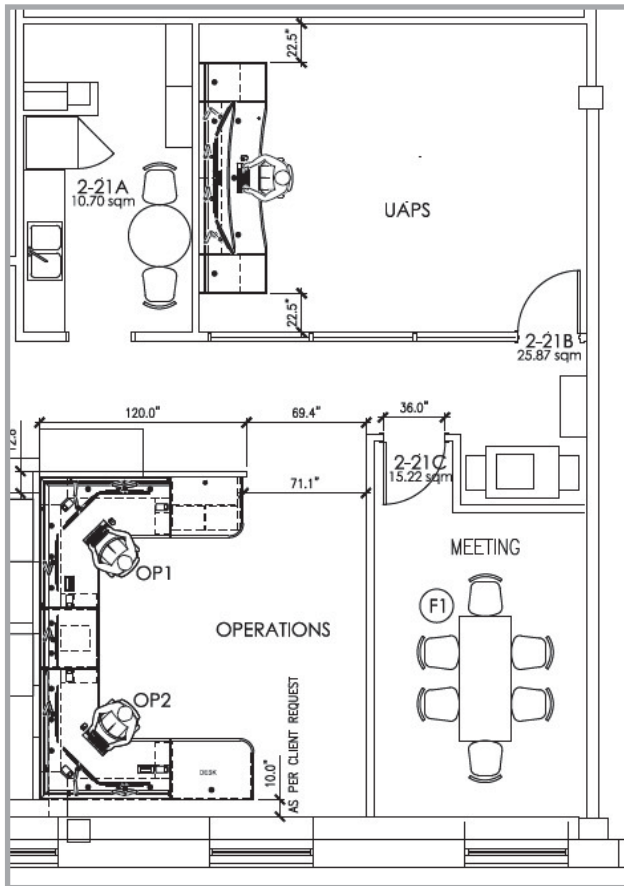


## 4.0 UNIVERSITY OF ALBERTA—UNIFIED COMMUNICATION CENTER

The University of Alberta combined their communication departments into one center including the University of Alberta Police Services (UAPS). The two areas have very different requirements and Adaptaspace was able to meet their needs using the Process console modular system.

The spaces were small and the flexibility of our modular system easily adjusted to fit the space while accommodating the equipment, extensive cable management and while maintaining all ergonomic requirements.

Project installation completed in 2021



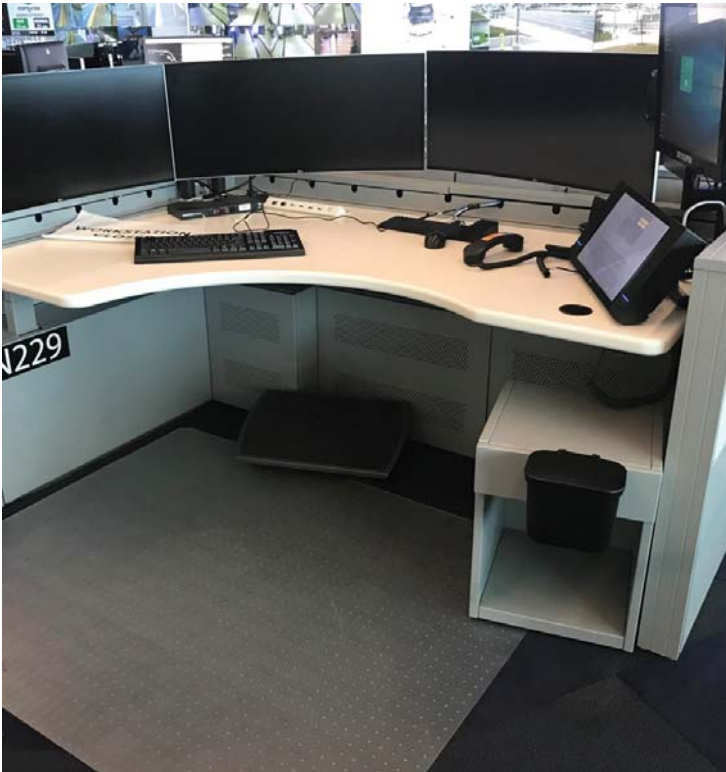
**Customer Name:** University of Alberta  
**Address:**  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** March 2021



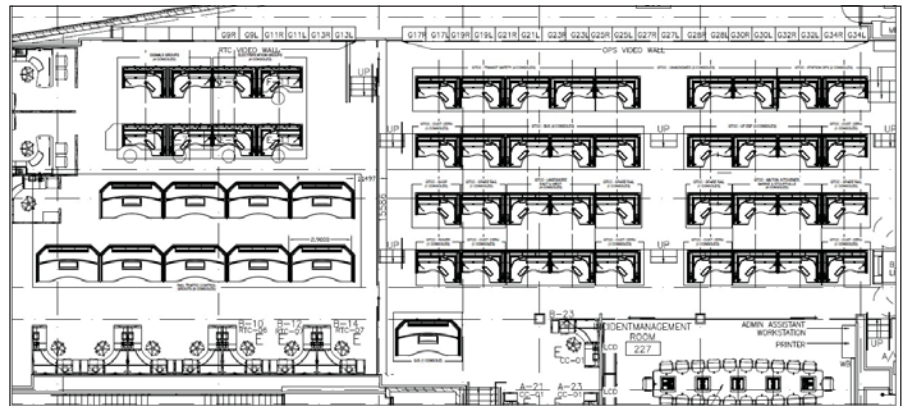
## 5.0 METROLINX - GO TRANSIT CONTROL CENTRE —TORONTO (INCLUDES DISPATCH)

Adaptaspace designed, manufactured and installed 56 operator and dispatch consoles for Metrolinx, an agency of the Government of Ontario, for the new GO Transit Control Centre supporting the Greater Toronto and Hamilton Area (GTHA).

Close collaboration between Adaptaspace, Metrolinx, its consultant IBI Group, and the general contractor Turner Construction, resulted in a custom design based on the GENESIS console system that met the needs of all stakeholders. Two console configurations were provided in four tiered rows facing a large display wall. Each console incorporated sit-stand 'Corian' solid work surfaces, 42" high acoustic partition walls with lower equipment cabinet access, custom cable raceways, large screen display support and a unique display pan recessed into the work surface. The project was installed in two phases in January and March of 2018.



**Customer Name:** Metrolinx  
Go Transit Control Centre  
**Address:** Toronto, Ontario, CA  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Genesis Modular Consoles  
**Date Completed:** March 2018





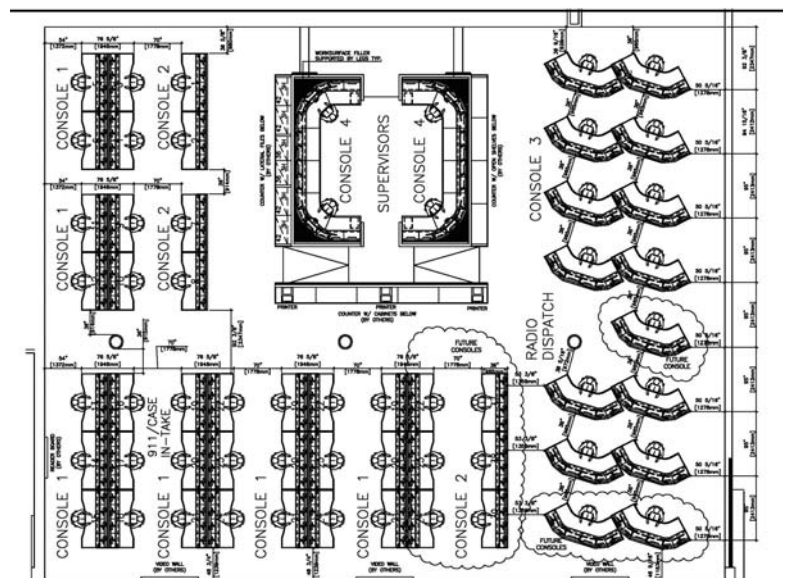
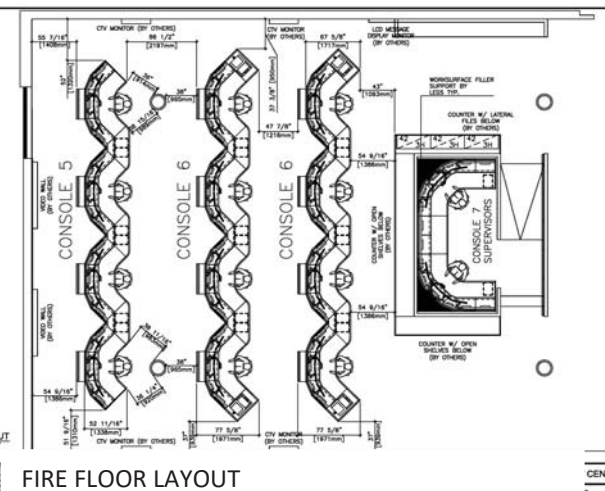
## 6.0 NASSAU COUNTY FIRE /POLICE/911

Adaptaspace completed the new consolidated control room for the New York Nassau County Fire/Police & 911 at the end of 2010. Nassau County's new Emergency Response Centre is located in Westbury (NY) on Long Island and houses both the Police and the Fire departments call centers. With a total of 72 positions (including 6 future positions), the emergency room is divided in 5 sections:

- Police call takers: 27 positions, most in a back to back configuration; over 9 rows;
- Police Dispatchers: 15 independent curved positions over 8 rows ;
- Police Supervision: 4 positions in 2 horseshoe shapes;
- Fire Call Takers: 12 positions over 3 rows;
- Fire Supervision: 2 positions in 1 horseshoes shape.

To cater for a fast track installation, Adaptaspace and the customer agreed on 4 staged deliveries at 1 week intervals. As each console frame and associated work surfaces were installed, the customer was able to start doing electrical installation and connect computers, monitors, etc. Doors, privacy panels and millwork accessories were part of the last shipment, to reduce impact on the customer activities.

This entire project was designed and implemented with the direct involvement of the customer and multiple levels of design firms, architects and the main contractor, E&A Restoration. This close collaboration between all parties ensured that the Nassau County Police and Fire Departments received a state of the art emergency response center. Thanks to the ergonomic design of the consoles, call takers and dispatchers will not be subject to physical stress due to the workstation that they sit at. They will be able to concentrate on the task at hand and provide a more effective service to the community.



**Customer Name:** Nassau County Fire/Police/911  
**Address:** 1490 Franklin Avenue, Mineola, NY 11501  
**Telephone Number :** (516) 573-7932  
**Contact Person & Email:** Edmund J. Horace, Deputy Chief,  
 EHorace@pdcn.org  
**Type of System:** Process Modular Consoles  
**Date:** July 2010

## 7.0 CANADIAN COAST GUARD

Adaptaspace supplied all console required for each of the 12 regional centers and 1 training center across Canada, representing a total of 122 consoles. Adaptaspace acted as a subcontractor to Frequentis Canada, the supplier of the integral-communications system.

The project was implemented in 2 phases: design and manufacturing/installation. The design phase started in February 2011 and consisted of 3 main activities:

1. Data collection, including visits to sites. The output of this activity was a design report, describing the constraints analysis, ergonomic study and preliminary design;
2. A Design Workshop, which included a first prototype and a detailed review with the end users and Coast Guard Design Team;
3. A Preliminary Design Review with a full prototype and second detailed review with the end users from each region (completed in September 2011);

Following the design review, 18 different operator configurations were designed, to cater for the various situations in each center. Each operator position includes:

- 6 to 12 - 21" LCD monitors mounted on dual height piston assisted monitor arms installed on the Accessory Beam
- Touch Screens mounted on a piston assisted arm with a special knuckle to adjust the screen from horizontal to vertical
- 8 speaker shelves mounted on a piston assisted arm and attached to the Accessory Beam
- 2 dual articulated task lights attached to the Accessory Beam
- 1 turret with a 19" rack mount for additional radio and recording equipment, including an ambient microphone for recording of all sounds around the operator position
- 2 Radio headset (left and right), microphones, a foot pedal to control the radio and keyboard and mice.

The console scope included 80 main operator consoles used for Vessel Traffic and Communications Management, 24 maintenance positions, 8 training positions and 13 back-up positions. The main operator position configurations range from L to U and V shapes and are all sit/stand. Their overall dimension ranges from 8'x9' to 7'x21'. The first 8 Operation Centers and the Maintenance Training Center installations were completed in 2013. The last four Operation Centers were completed in 2014. The Operation Training Center was completed late 2015.

Since the initial project there have been two additional facilities in 2019.



**Customer Name:** Canadian Coast Guard, Frequenti

**Address:** locations Canada wide

**Date Completed:** 2015 & 2019

**Telephone Number:** (613) 238-3020 Ext 232

**Contact Person & Email:** Francis Beauchesne, Frequentis Canada, francis.beauchesne@frequentis.com

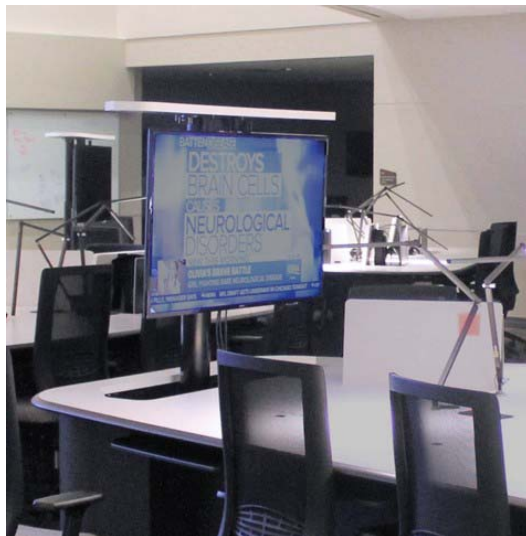
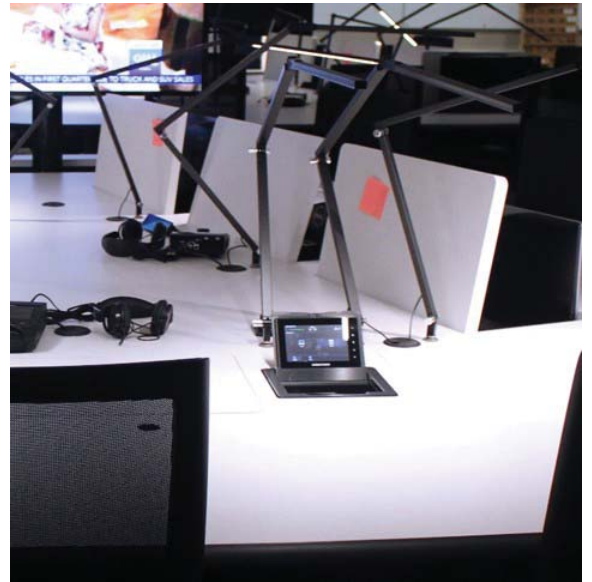
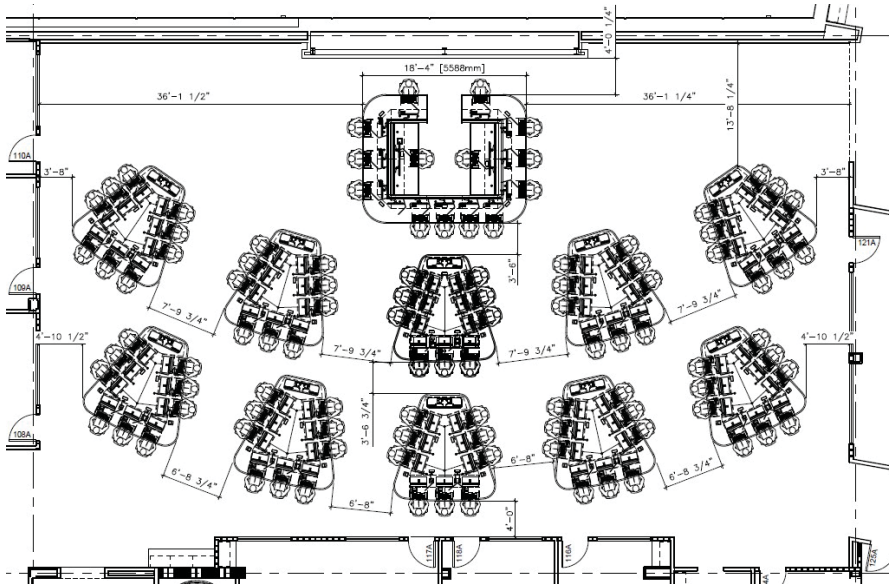
**Type of System:** Genesis Modular Console

**Date Completed:** 2015 & Additional Installations 2019



## 8.0 WILLIAMSON COUNTY — EMERGENCY OPERATIONS CENTER

Adaptaspace designed, manufactured and installed 10 custom EOC tables and a 15 position head console for Williamson County's new Public Safety Facility located in Franklin, Tennessee. In 2016 each of the 10 tables were designed to support 9 positions (3 on each side) facing a 50" wide screen monitor on an electric lift recessed at the head of the table that was integrated into a Crestron touch screen control. Each of the 9 positions included a 17" display with a custom storage tray for a keyboard and mouse set mounted to individual electric lifts that were recessed under the table and was raised for viewing and operation as required. When the displays are retracted, the EOC table was designed to be flat and free of obstructions. Also included on the table were individual task lights for each position. The head console was designed using our Process console system and supported 15 operators with 24" monitors on articulating monitor arms and task lights mounted to Adaptaspace's Rear Accessory Beam and included undersurface keyboard platforms.



**Customer Name:** Williamson County Emergency Management Agency

**Address:** 1320 West Main Street, Franklin, TN 37064

**Telephone Number :** (615) 790-5752

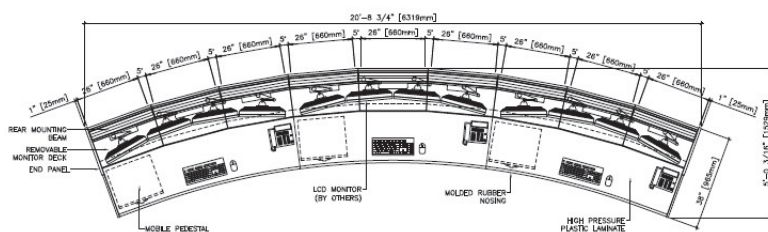
**Contact Person & Email:** Mac Purdy, Director, macp@willamson-tn.org

**Type of System:** Technology Torna Tables and Process Modular Consoles

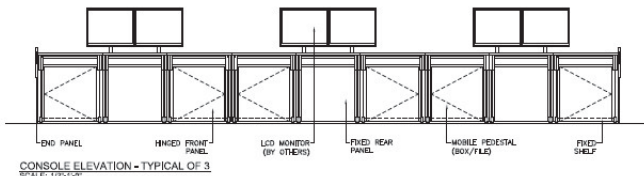
**Date Completed:** Oct 2016

## 9.0 DALLAS POLICE FUSION CENTER

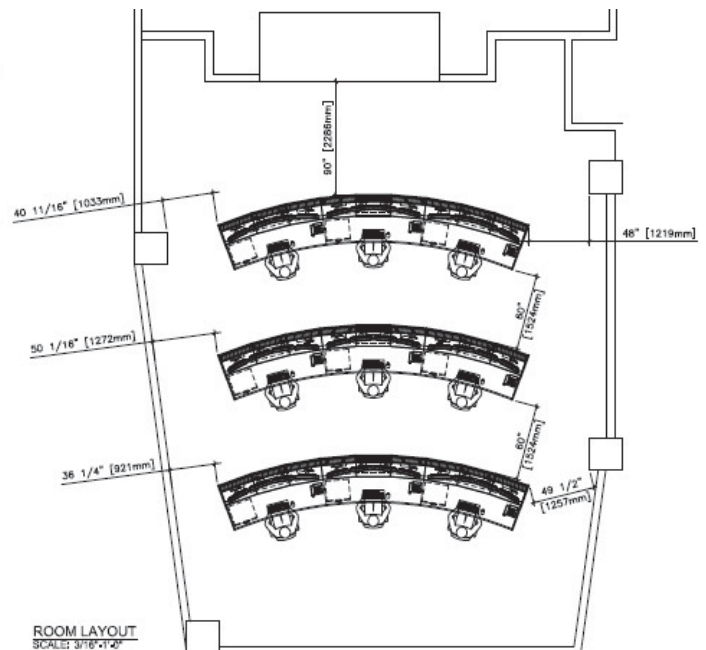
Completed in March 2009, the Dallas Police Fusion Center is a state-of-the-art Police Call Center housing a total of 9 positions over 3 rows. The consoles were configured using a custom adaptation of AdaptaSpace's Genesis console system with fixed work surfaces and removable cable management decks. The arc of each row maximized the effective workspace on each console while maintaining proper aisle clearances in the room. Each console position has 4—23" monitors mounted on AdaptaSpace's Accessory Mounting Beam, located at the back of the work surface, as well as a mobile pedestal underneath.



CONSOLE LAYOUT - TYPICAL OF 3  
SCALE: 1/8\"/>



CONSOLE ELEVATION - TYPICAL OF 3  
SCALE: 1/8\"/>



ROOM LAYOUT  
SCALE: 3/16\"/>

**Customer Name:** Dallas Police Fusion Center

**Address:** 1400 S. Lamar, Dallas, TX 75215

**Telephone Number:** (214) 213-8839

**Contact Person & Email:** Paul Schuster,

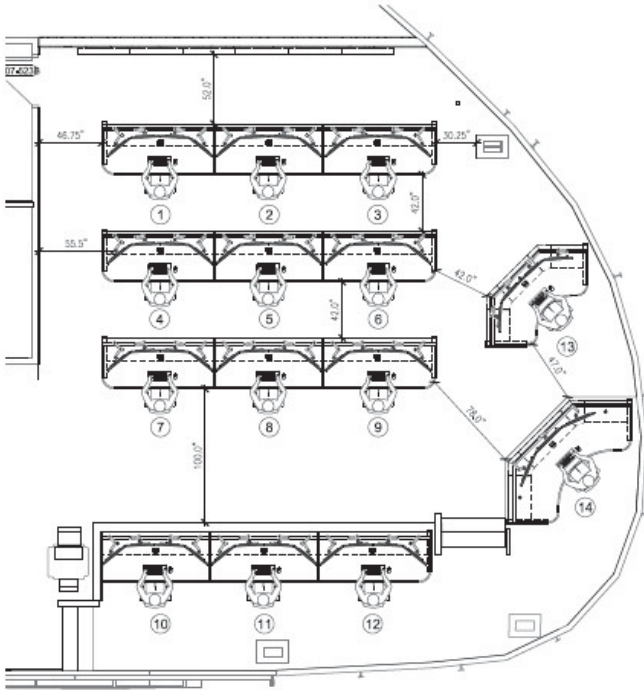
**Type of System:** Genesis Modular Console

**Date Completed:** March 2009



## 10.0 EDMONTON INTERNATIONAL AIRPORT—SECURITY

The Edmonton International Airport together with the architect and the Adapta**space** design team, created an ergonomic solution for their security control room. The AV Wall screens are easily visible from all operator positions. Mounted on the Flex Rail Beam all monitor arms and task lights offer optimal ergonomic adjustment in addition to the sit-stand worksurfaces.



**Customer Name:** Edmonton International Airport Security

**Address:** Edmonton, AB

**Telephone Number :** contact details upon request

**Contact Person & Email:**

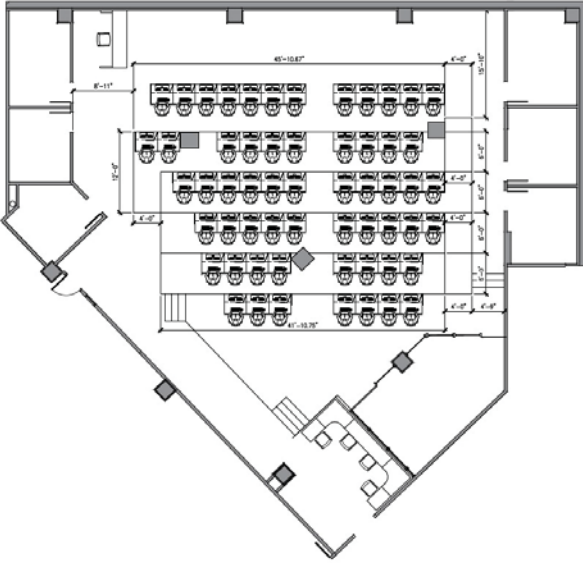
**Type of System:** Process Modular Consoles

**Date Completed:** January 2023



## 11.0 TENNESSEE NATIONAL GUARD

Adaptaspace worked together with an integrator to provide a design based solution accommodating 32" curved screens which lowered into the cabinet at the push of a button. The room layout includes 12 straight rows of consoles on a theater stepped floor to ensure all operators clear sightlines to the AV Wall.



**Customer Name:** US Army, Tennessee National Guard EOC  
**Address:**  
**Telephone Number :** contact details upon request

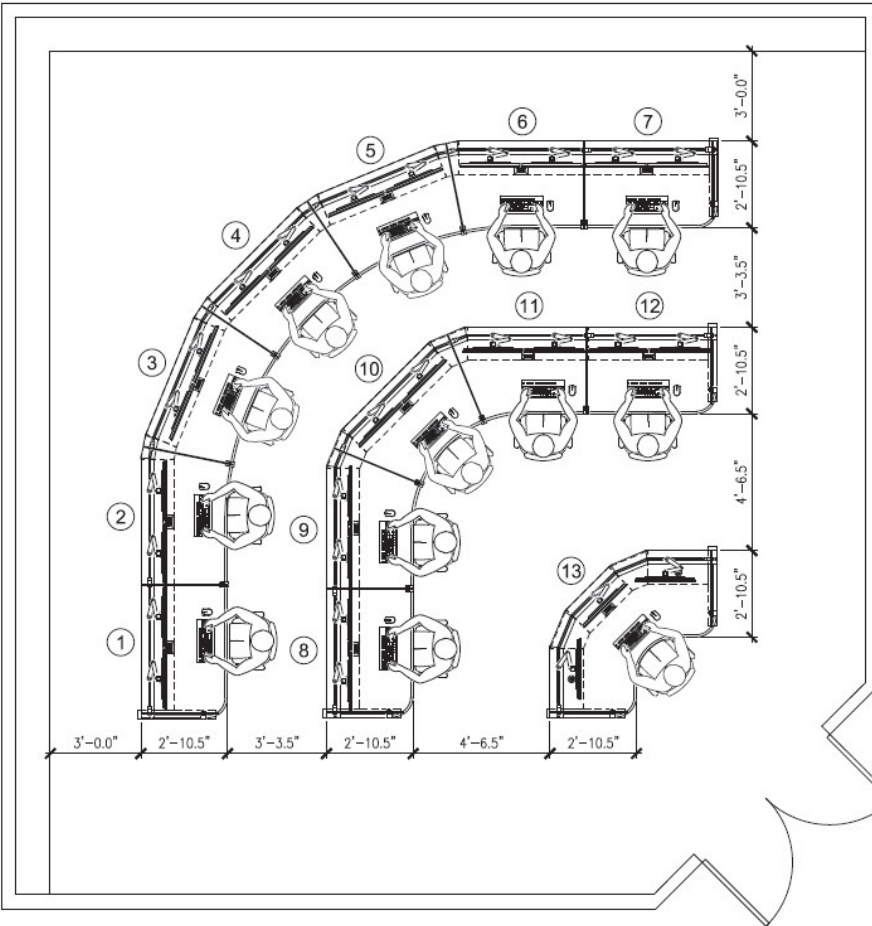
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** October 2020





## 12.0 HENDRICKSON—UNIVERSITY CYBER SECURITY

Adaptaspace designed, manufactured and installed operator consoles in the Advanced Computation Building at the University of Illinois. Working together with a Security Integrator the consoles were designed to maximize the room space while maintaining sight lines to the AV Wall. The project installed in March 2022.

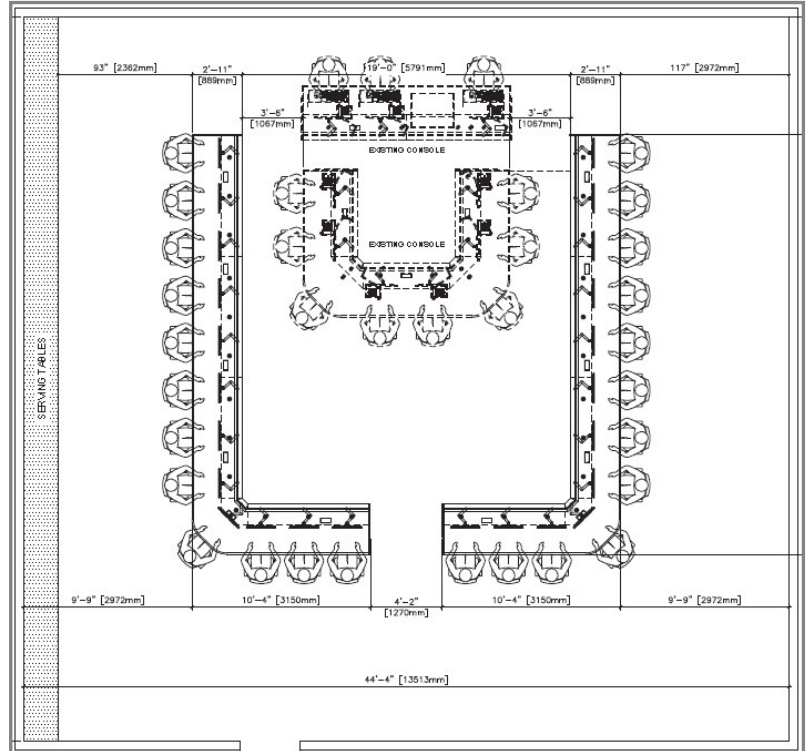


**Customer Name:** Hendrickson—University Cyber Security  
**Address:** University of Illinois, 1011 W Springfield Ave, IL  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** 2022



## 13.0 CITY OF ANNAPOLIS

The project console manufacturing and installation happened in 2 console phases. The central and linear consoles were installed in 2016 with the outer consoles following in 2017. Each position has surface connectivity and ergonomic monitor arms mounted from the Adaptaspace Flex Rail Beam positioned at the back of the worksurface. There is a podium integrated in the front linear console.



**Customer Name:** City of Annapolis  
**Address:** 199 Taylor Ave., Annapolis, MD 21401  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** 2016 & 2017

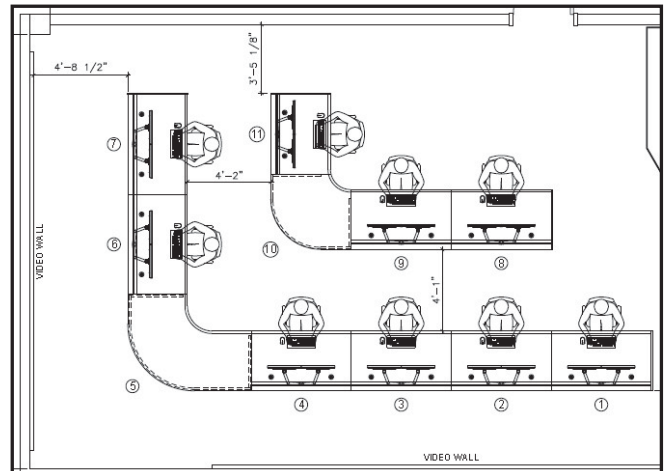


## 14.0 FT LAUDERDALE POLICE DEPARTMENT

Working together with an Audio Visual company Adaptaspace provided consoles for Ft Lauderdale Police Departments. The simple design fits the room space while maintaining access and egress within the room and accommodates ergonomic monitors on our Flex Rail Beam positions at the rear of the console.



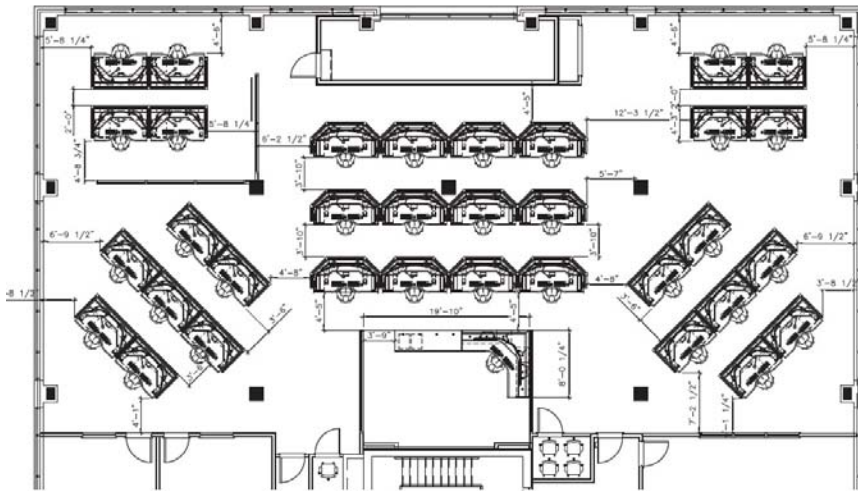
**Customer Name:** Ft Lauderdale Police Department  
**Address:** 1300 West Broward Blvd, Florida  
**Telephone Number :** contact details upon request  
**Contact Person & Email:**  
**Type of System:** Process Modular Consoles  
**Date Completed:** June 2016





## 15.0 URGENCES-SANTE - EMERGENCY MEDICAL SERVICES DISPATCH CENTRE

Adaptaspace designed, manufactured and installed 34 console positions for Urgences-sante's new emergency dispatch centre in 2015. Urgences-sante provides emergency medical services for the cities of Montreal and Laval and is one of the largest paramedic services in Canada. The dispatch centre utilizes two console types designed by Adaptaspace using a custom adaptation of the Genesis console system with dual height adjustable work surfaces, a 42" high acoustic panel wall system with a clear acrylic top panel, integrated desktop patch panel, status indicator light controls and personal storage units. The both console types were designed to support four 24" wide screen monitors on a single tier, along with touch screen monitors on articulating arms within reach of the operator.



**Customer Name:** Urgences-Sante - Emergency Medical Services  
Dispatch Centre

**Address:** 6700 Rue Jarry E, Montréal, QC, H1P 0A4

**Telephone Number:** Contact Details upon request

**Contact Person & Email:**

**Type of System:** Genesis Modular Console

**Date Completed:** 2015

# **MOBERLY POLICE DEPARTMENT**

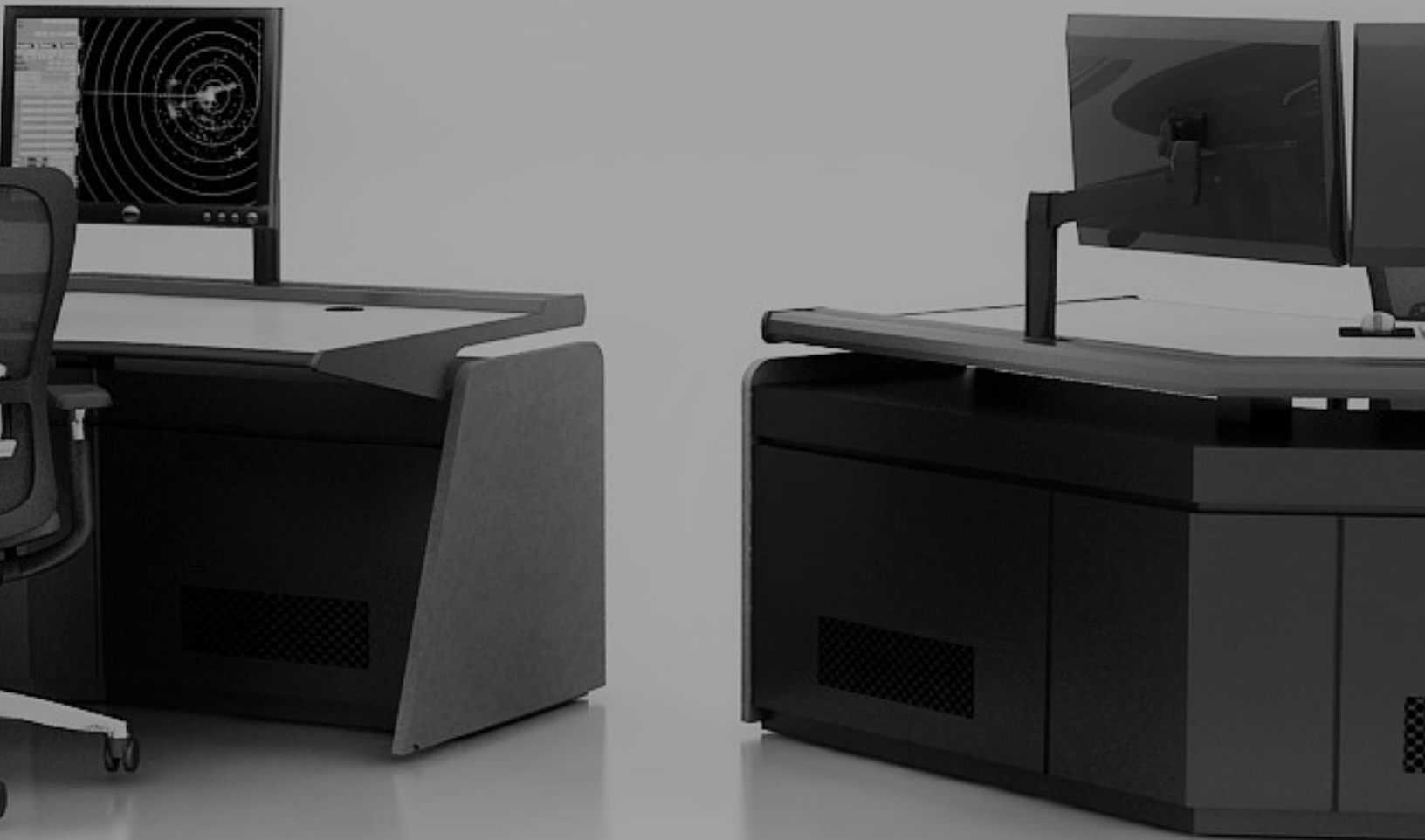
## **EMERGENCY COMMUNICATIONS DISPATCH CONSOLE FURNITURE**

Response to Request for Proposals - Submittal Date: February 17, 2023 @ 4:00PM CST

## **SECTION 7.0 – SUPPLEMENTARY INFORMATION**

## PROCESS Console System

### TECHNICAL SPECIFICATION







INTRODUCTION

The PROCESS Console has been designed to withstand the rigors of 24/7, intensive use environments while incorporating the latest ‘best practices’ in ergonomic design in a flexible, highly durable and aesthetically appealing console system.

The PROCESS Console System provides Adaptaspace with the flexibility to respond to project specific requirements at time of initial design, configuration, and installation; while providing our customers with the potential to adapt to future growth resulting from evolving operational and technological requirements. Our cost effective, modular approach ensures our customers realize the best value for their control room furniture investment during the operational life of the control room facility.

GENERAL PRODUCT INFORMATION

Standard Dimensional Information:

- Console Depth: worksurface front to rearmost point = 38" (965 mm)
- Console Height: Floor to top of worksurface = 28 1/2" (724 mm)
- Console Height: Floor to top of single monitor = 46 1/2" (1,181 mm)

The PROCESS Console is fully compliant with and has been successfully tested to **ANSI/BIFMA X5.5-2008 standard**. Test report is available upon request.

Processor Space

Maximum processor size:

| Shelf Type | Fixed         | Door Mounted     | Slide-out        |
|------------|---------------|------------------|------------------|
| Width      | 12" ( 305 mm) | 8 1/2" (216 mm)  | 12" ( 305 mm)    |
| Depth      | 24" (610 mm)  | 17 1/2" (445 mm) | 18 1/2" (470 mm) |
| Height     | 22" (559 mm)  | 20 1/2" (521 mm) | 20 1/2" (521 mm) |

Monitor Space

Maximum monitor size is limited only by the desired console module length (ex. if 72" (1,830 mm) module length is required then maximum monitor width would be 3 @ 27" (610 mm) diagonal or 4 @ 21" (533 mm) diagonal per tier of monitors).

*Note: the above information represents typical dimensions. The cross-sectional dimensions and components of the PROCESS™ console can be extended to match any equipment requirements.*

#### MATERIAL AND PERFORMANCE SPECIFICATION

##### Console Structure

Typical PROCESS console system consists of the following components:

##### Extrusions (Aluminum Alloy)

The structural extrusions are constructed of thick wall, custom profile extruded aluminum. The structural extrusions are cut to length with a manufacturing tolerance of: linear  $\pm 1/32"$ , angular  $\pm 0.25$  degrees.

##### Structural Sheet Metal Components

Precision-tooled cold-rolled steel is used for structural components such as processor cabinet frames and structural gussets. All surfaces are finished with a highly durable electrostatic powdercoat finish. Manufacturing tolerances on the structural sheetmetal components are linear:  $\pm 0.020"$  angular  $\pm 0.25$  degrees.

#### TYPICAL COMPONENTS:

##### FLEXRAIL Accessory Beam:

Adaptaspace's FlexRail rear accessory mounting beam is constructed of thick wall, custom profile extruded aluminum. It is mounted at the back of the console frame and supports all accessories such as monitor arms, tasklights and telephone shelves. Accessories may be installed anywhere along the beam and may easily be moved after installation. It also supports optional slatwalls and privacy panels.

##### Processor Shelves:

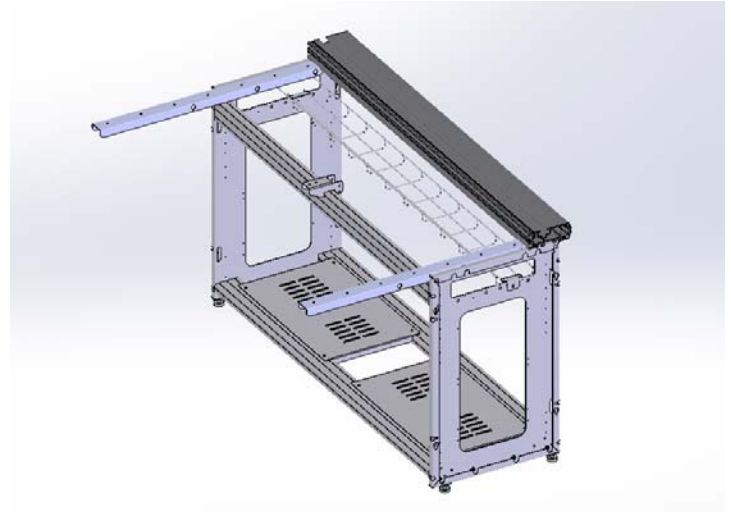
|           |                   |  |
|-----------|-------------------|--|
| Material: | Fixed:            | 14 gauge cold rolled steel (CRS)       |
|           | Door Mounted:     | 14 gauge CRS                           |
|           | Slide-out:        | 14 ga CRS + Industrial Accuride Slides |
| Capacity: | Fixed:            | 100 lbs. (per std 24" module)          |
|           | Door Mounted:     | 50 lbs. (per shelf)                    |
|           | Slide-out:        | 90 lbs. (per shelf)                    |
| Finish:   | Black Powder Coat |  |

##### Worksurface Support Arm

|           |                            |
|-----------|----------------------------|
| Material: | 10 gauge Cold Rolled Steel |
| Finish:   | Black Powdercoat           |

##### Console Support Foot

|           |                            |
|-----------|----------------------------|
| Material: | 10 gauge Cold Rolled Steel |
| Finish:   | Black Powdercoat           |



#### TYPICAL CONSOLE ATTACHMENTS

##### Removable Cable Access Panel:

Standard on sit/stand configuration; Option on fixed configuration  
Removable to provide access to the cable trays  
Material: 1" MDF with high pressure laminate surfaces  
Capacity: 300 lbs

##### Power Bars (Domestic):

Standard: 15 amps - 125VAC; 6 Outlets with 6' Cord,  
Optional: 20 amps - 125VAC with NEMA 5-20P or L5-20P outlets

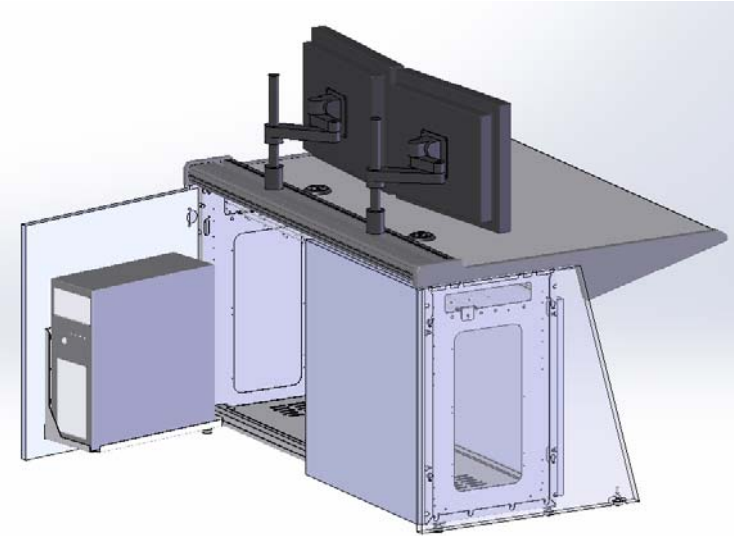
##### Cable management:

Each PROCESS console module has built-in cable management that provides continuous cable management along the entire length of the console.

The standard built-in cable management system is designed to accommodate one  $1" \times 4 \frac{1}{2}"$  (25 x 114 mm) wiring run.

##### Rackmount Kits: (19" - 483 mm wide rackmount)

Internal kit (inside cabinet) = 10 Rack Units ( $17 \frac{1}{2}"$  - 445 mm)  
Full Upper rackmount kit = 8 RU ( $14"$  - 356 mm)  
Partial Upper rackmount kit = 2 RU ( $3 \frac{1}{2}"$  - 89 mm)  
Material: 12 gauge cold rolled steel  
Finish: Black Powdercoat



#### WORKSURFACES

The rigid PROCESS worksurface is designed to provide a smooth level workspace. It complies with accepted human factors criteria and all ergonomic standards have been taken into consideration including knee well space, view/reach distances and keyboard height. The optional sit/stand height adjustable worksurface provides further flexibility by allowing for variable height positioning within a 25 1/2" (648 mm) range (standard is 28 1/2" to 54" [724 mm to 1352 mm] from the nominal 28 1/2" [724 mm] high fixed worksurface position). Both fixed and height adjustable worksurface configurations comply with US Federal Government ADA accessibility regulations.

#### Materials:

1" particle Board with high pressure plastic laminate face surfaces  
- nominal thickness: 30 mm (1-1/8")

Front edge: waterfall molded high impact PVC (soft rubber) nosing.

Static Load: 100 lb./ linear ft. (149 kg / linear m)  
Maximum per adjustable worksurface 540 lbs (245 kg)  
with 2 actuators, 810 lbs (367 kg) with 3 actuators and  
1,080 lbs (190 kg) with 4 actuators.

*Note: custom finishes and materials also available for worksurfaces*

#### CLADDING OPTIONS (PANELS)

##### Hinged door panels:

Standard: Standard: 11/16" (17.5 mm) particle board with high pressure laminate faces & edges.  
Optional: 16 gauge steel, wood veneer or other finish materials as may be specified.

##### End Gables:

Standard: Standard: 11/16" (17.5 mm) particle board with high pressure laminate faces & edges.  
Optional: 16 gauge steel, wood veneer or other finish materials as may be specified.

##### Privacy Panel Options:

6" to 36" (152 mm to 915 mm) high Privacy Panel:

Standard: Standard: 11/16" (17.5 mm) particle board with high pressure laminate faces

Optional: Front with Slatwall - Back with HPL  
Front with Fabric - Back with HPL  
Front and Back with Fabric  
Front and Back with HPL  
Glass or Plexiglas

Custom panel materials are available - curved 14 gauge steel, wood veneer or other finish materials as may be specified.



#### SIT/STAND WORKSURFACE

- The SIT/STAND electric height adjustable worksurface option is available for the base PROCESS console and retains the standard PROCESS desktop look.
- The workstations may be built in straight or radial modules.
- The modules may be stand-alone or be grouped together in work clusters as may be required.

#### ACTUATOR SYSTEM

- The system is capable of lifting a total of 540 lbs (245 kg) with 2 actuators, 810 lbs (367 kg) with 3 actuators and 1,080 lbs (490 kg) with 4 actuators.
- Worksurface may consist of a single deck or dual front and rear deck operating independently.
- Range of travel is 25 1/2" (648 mm): standard height setting of 28 1/2" (724 mm) above floor to 54" (1352 mm) above floor.
- Speed of travel under load is 1 1/2" per second (38mm per second). Lift system operation is virtually silent.

#### CABLE MANAGEMENT

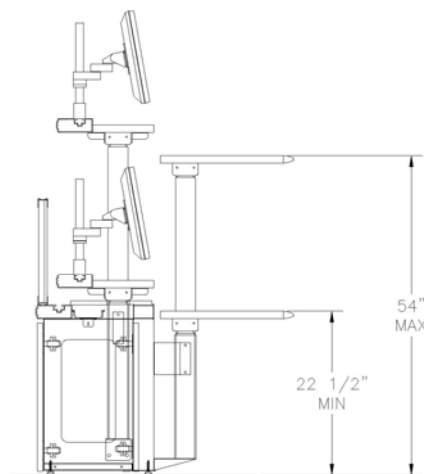
- Cable capacity is same as the standard PROCESS module. The vertical travel of monitor and desktop accessory cables is managed via flexible vertical cable chains.

#### EQUIPMENT CAPACITY

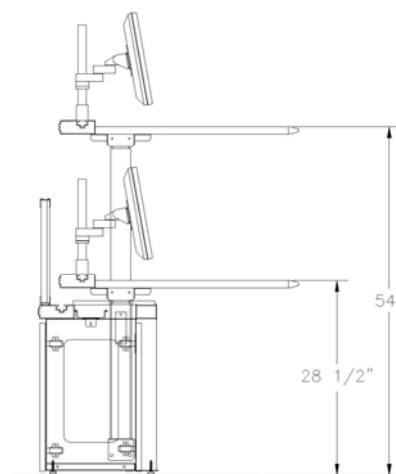
- Lower processor cabinet equipment capacity is the same as standard PROCESS console.
- For single worksurface option, the Rear Accessory Mounting Beam is attached to the back of the worksurface. Monitor support arms and accessories (such as tasklight, phone shelf) are attached to and may be positioned anywhere along the Rear Accessory Beam.

#### SAFETY ERGONOMICS

- Sufficient space has been allowed between passing objects such that pinch points do not exist.
- The range of travel is appropriate to accommodate 95% of the standard north American population (5th percentile female to 95th percentile male).
- The optional "memory button" switch allows end-users to program preferred sitting and standing positions.
- The SIT/STAND worksurface option provides for a suitable ADA working environment.



DUAL SIT STAND SECTION



SIT STAND SECTION

## ClimatePlus Environmental Controls



**ClimatePlus** is a complete Personal Environment Control System for ultimate operator comfort and flexible user control over height adjustment, heating, airflow, lighting and white noise.

### Standard Features

- Variable Heating & Cooling with adjustable louvers
- Cord connected controller for flexibility
- Integrated Worksurface leg lift control for sit-stand consoles
- Task light dimming
- Presets for up to 15 users
- Adjustable clock and calendar
- Automatic motion sensor puts system into sleep mode after ten (10) minutes inactivity
- Adjustable clock and calendar
- Adjustable white noise generator
- Optional HEPA Filter
- Optional Integrated Telescopic and/or Height Adjustable Monitor Array Control



**Desktop Control Panel  
with Touch Screen  
Digital Display**

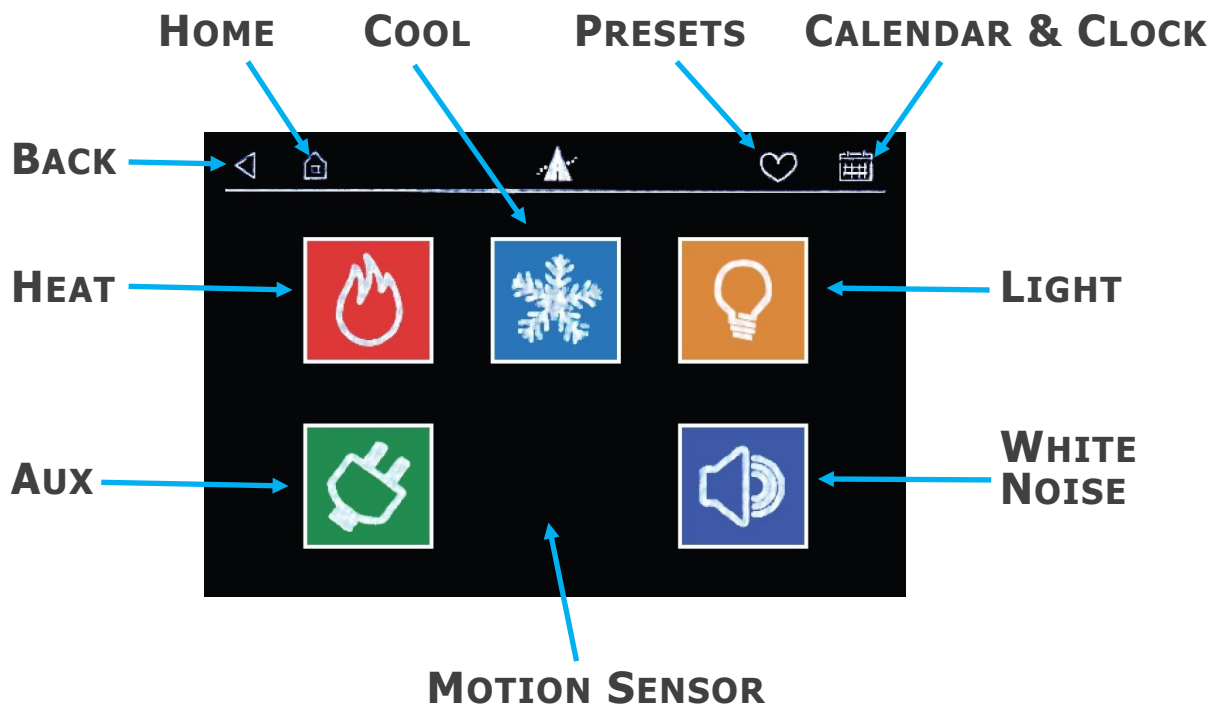
WHERE DESIGN MEETS TECHNOLOGY



**ClimatePlus** personal desk environment is a console management system that combines environmental heating and cooling, lighting control and lift functions inside a single unit. This desktop management system features a non-fixed controller, allowing users the flexibility to position the controller anywhere on their worksurface.



**Easily Adjust your Environment with the touch screen Maximizing Comfort, Reducing Tension, Increasing Energy and Boost Focus.**



One touch control buttons for worksurface height adjustment can be incorporated into the control panel. Telescopic and/or height adjustment is also available for consoles utilizing the Adaptaspace Slat Wall Monitor Array.



## Specifications

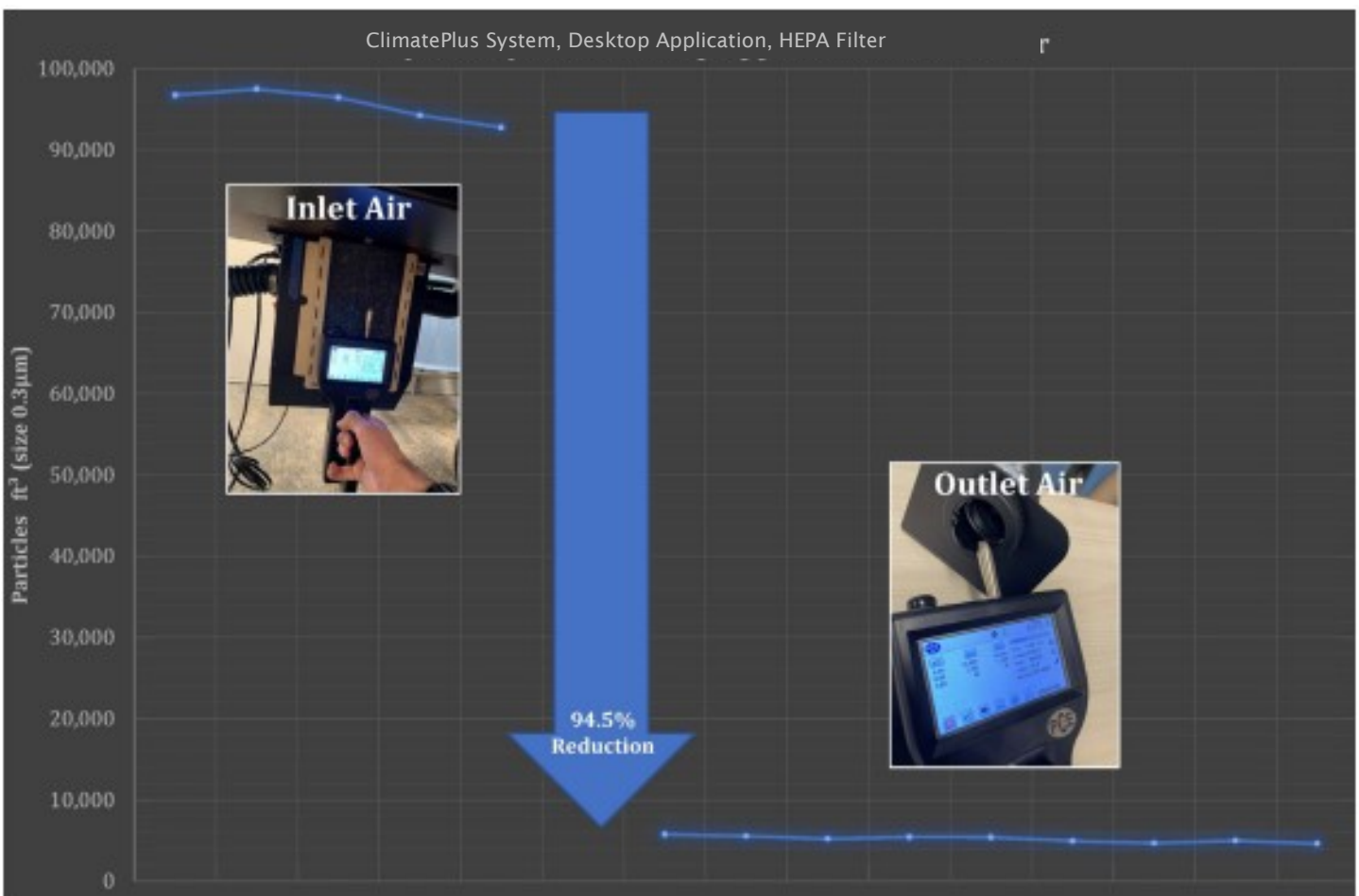
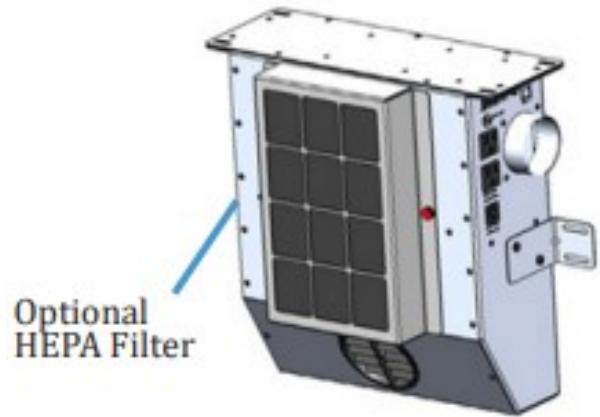
|                                |   |
|--------------------------------|---|
| Cooling                        | Air Velocity Up to 1100 ft/min distributed through two (2) ducts and desktop louvers. Maximum four (4) ducts/louvers.                         |
| Heating                        | 0-350W; up to 140°F (60°C) outlet temperature   |
| Task light                     | Max 3A load, 2 outlets, on/off versatility for incandescent lights  |
| Lifts                          | Up to 3 Linak lifts control references integrated into the control panel (Dual or Single Worksurface, Telescopic and/or Height Monitor Array) |
| Auxiliary Outlet               | Dimmable 120 volt outlet may adjust through graphical interface   |
| LED Light                      | Dimmable 24 VDC light used with power barrel connector PWG 2.10 ID, 5.5 mm OD   |
| Commercial grade               | Powder coated, lightweight aluminum   |
| Controls                       | Touchscreen digital interface   |
| Filtration                     | MERV 7 (standard); Optional 99.97 HEPA Filter   |
| Motion sensor                  | 10-minute turn off with no activity; returns to last setting upon activation  |
| USB port on the user interface | 5 VDC output, 5w charge power   |
| White noise generator          | Sound masking allows for speech privacy and sharper focus   |
| Voltage/Frequency/Current      | 115V/60Hz/3.9A  |
| User presets                   | Up to 15 users  |
| Clock/Calendar                 | Standard digital clock/Display calendar   |



We care about the environment! The ClimatePlus system has the lowest power consumption in the industry. Half the power draw of all similar systems. The Integral Motion Sensor w/Auto-Sleep Mode provides additional power savings.

### Optional HEPA Filter

**ClimatePlus** systems can be installed with an optional HEPA filter to provide better air quality and greater protection against infectious diseases. It directs high-quality pure air at the user. The HEPA filter was found to reduce particle counts by 94% in 5 minutes.



## Console Finishes 2022





## Standard Finishes and Laminate Options

Adaptaspace works together with multiple high pressure laminate manufacturer's including Wilsonart, Nevamar and Formica, as well as other suppliers. The options are endless when choosing console finishes and the task can be daunting. This document is a simple aid to help choose finishes.

### Standard Finishes

- Black is the default laminate on the inside of all console and millwork cabinets, millwork kick-plates and underside of all worksurfaces unless specified otherwise.
- Nosing is available in either black or grey. Black is the default. Grey is available at no additional charge.
- Powder coated metal components are black as a standard.
- Optional powder coat colours are available.
- Accessory items such as monitor arms, task lights, power/data outlets, grommets, etc. are provided in black as standard, but are available in silver / grey

## Console Features

### Rear Mounting Beam



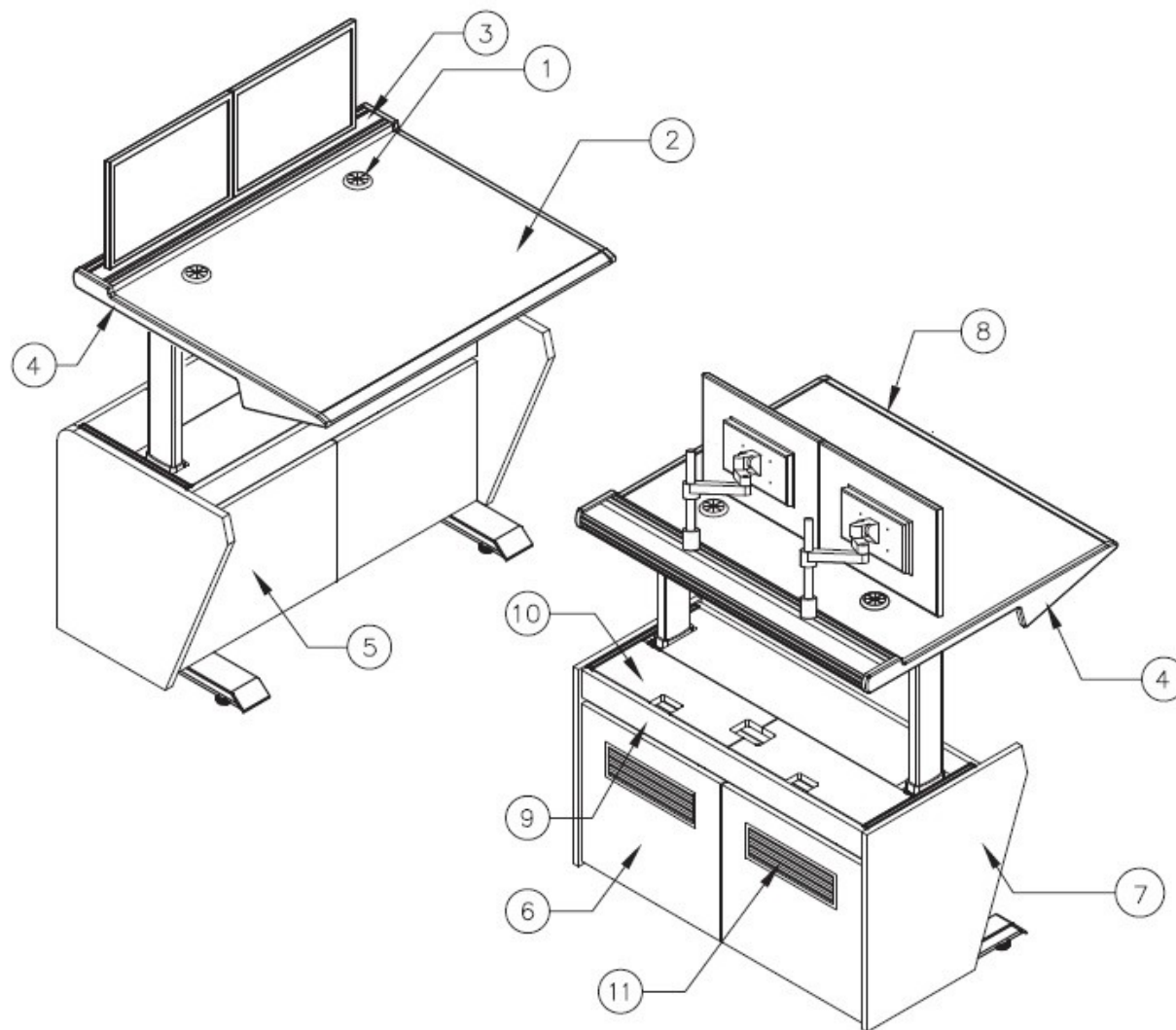
### Black Nosing



### Grey Nosing



## Typical Console Finish Schedule



|    | Component             | Material                     | Finish |
|----|-----------------------|------------------------------|--------|
| 1  | Grommet               | Plastic                      | Black  |
| 2  | Worksurface           | High Pressure Laminate (HPL) |        |
| 3  | Rear Mounting Beam    | Powder Coated Metal          | Black  |
| 4  | End Cap               | Thermofoil 3D Laminate       | Black  |
| 5  | Hinged Front Panel    | High Pressure Laminate (HPL) |        |
| 6  | Hinged Rear Panel     | High Pressure Laminate (HPL) |        |
| 7  | End Panel             | High Pressure Laminate (HPL) |        |
| 8  | Nosing                | Molded Rubber                | Black  |
| 9  | Rear Accent           | Thermofoil 3D Laminate       | Black  |
| 10 | Cable Access Panel    | Thermofoil 3D Laminate       | Black  |
| 11 | Vent Grill (Optional) | Powder Coated Metal          | Black  |

## Guidelines when choosing laminate

[www.wilsonart.com](http://www.wilsonart.com)

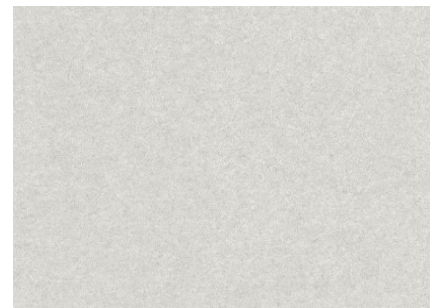
- **Patterns** for both horizontal and vertical surfaces are suggested. Solid colours show marks, dust and fingerprints easier.
- **Gloss** finishes are not recommended for a 24/7 environment.
- **Lighter colours** on the worksurfaces for both consoles and credenza's will help brighten the control room.
- Console and credenza worksurfaces usually match / or compliment one another to provide continuity within the room.
- Console and credenza Nosing / PVC Edging match / or compliment one another.
- The following laminate samples are popular choices to aid in the selection process, however there are hundreds of other selections available to choose from.
- Additional samples can be viewed on the laminate manufacturer website - [www.wilsonart.com](http://www.wilsonart.com)
- Premium Laminate (PL) —An additional cost may apply.



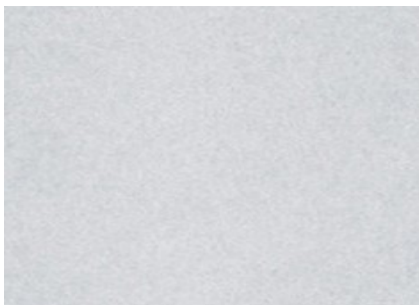
4877 Grey Mesh\_Wilsonart



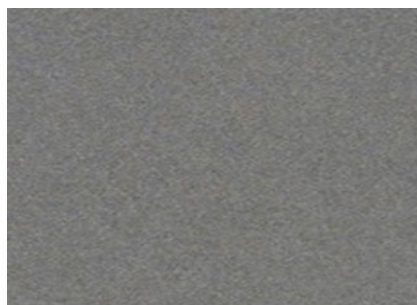
4878 Pewter Mesh\_Wilsonart



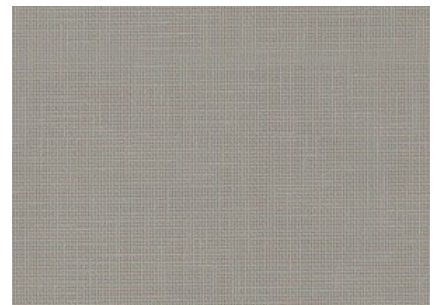
4857 Shadow Zephyr\_Wilsonart



4856 Cloud Zephyr\_Wilsonart



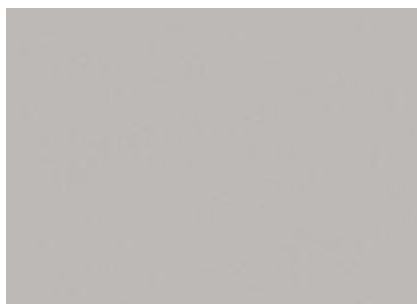
4845 Twilight Zephyr\_Wilsonart



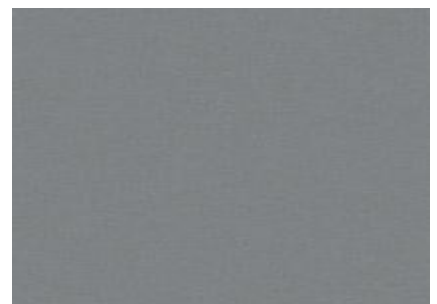
4943 Classic Linen\_Wilsonart



4942 Crisp Linen\_Wilsonart



D381 Fashion Grey\_Wilsonart



5014 Battleship\_Wilsonart (PL)



Premium Laminate (PL) —An additional cost may be applied.

[www.wilsonart.com](http://www.wilsonart.com)



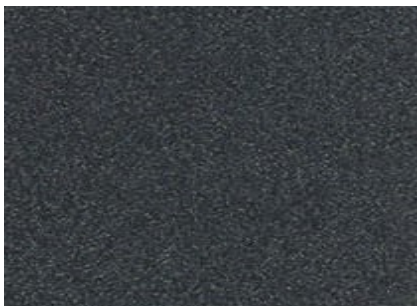
4842 Canyon Zephyr\_Wilsonart



4880 Carbon Mesh\_Wilsonart



D90 North Sea\_Wilsonart



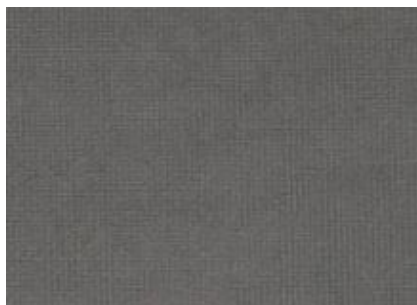
4623 Graphite Nebula\_Wilsonart



D91 Slate Grey\_Wilsonart



4843 Misted Zephyr\_Wilsonart



4879 Steel Mesh\_Wilsonart



7946 Brazilwood\_Wilsonart



7969 Warehouse Oak\_Wilsonart (PL)



7966 5th Ave Elm\_Wilsonart (PL)



7967 Park Elm\_Wilsonart (PL)



7995 Sterling Ash\_Wilsonart

## Laminate Combination Examples



Worksurface— 4845 Twilight Zephyr  
Premium End Gable Black with Grey Accent Insert



Worksurface—4857 Shadow Zephyr  
Standard End Gable/Doors - D91 Slate Grey



Worksurface— D381 Fashion Grey  
Standard Sit-Stand End Gable - 7995 Sterling Ash



Worksurface—4856 Cloud Zephyr  
Standard End Gable - 7946 Brazilwood



Worksurface: 4857 Shadow Zephyr with Grey Nosing  
Premium End Gable Grey with Black Accent Insert  
Grey Metal Powder Coat Finish (upcharge may apply)



Premium End Gable with Standard Black finish and  
Black Accent Insert .

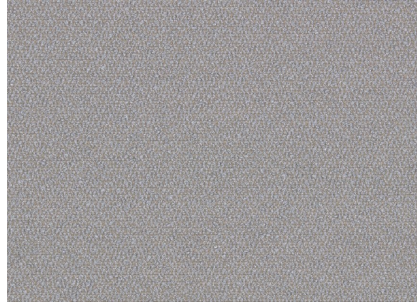


## Standard Fabric Options (if applicable)

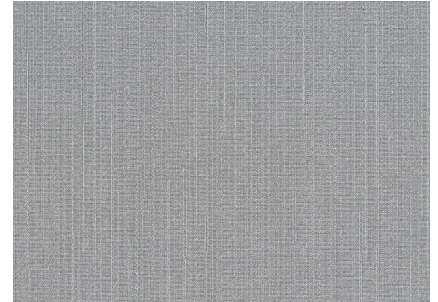
[www.maharam.com](http://www.maharam.com)



Tek-Wall Strake Nocturne\_Maharam



Tek-Wall Twist Hazy\_Maharam



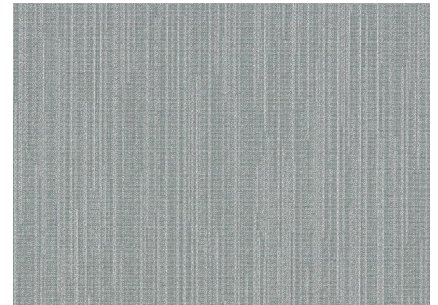
Tek-Wall Slate Welded\_Maharam



Tek-Wall Strake Statue\_Maharam



Tek-Wall Twist Vault\_Maharam



Tek-Wall Slate Downtown\_Maharam



Tek-Wall Strake Turntable\_Maharam



Tek-Wall Slate Treasure\_Maharam



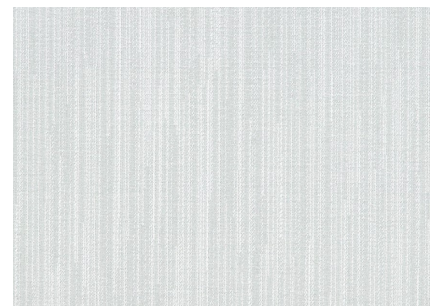
Tek-Wall Slate Roadside\_Maharam



Tek-Wall Strake Memory\_Maharam

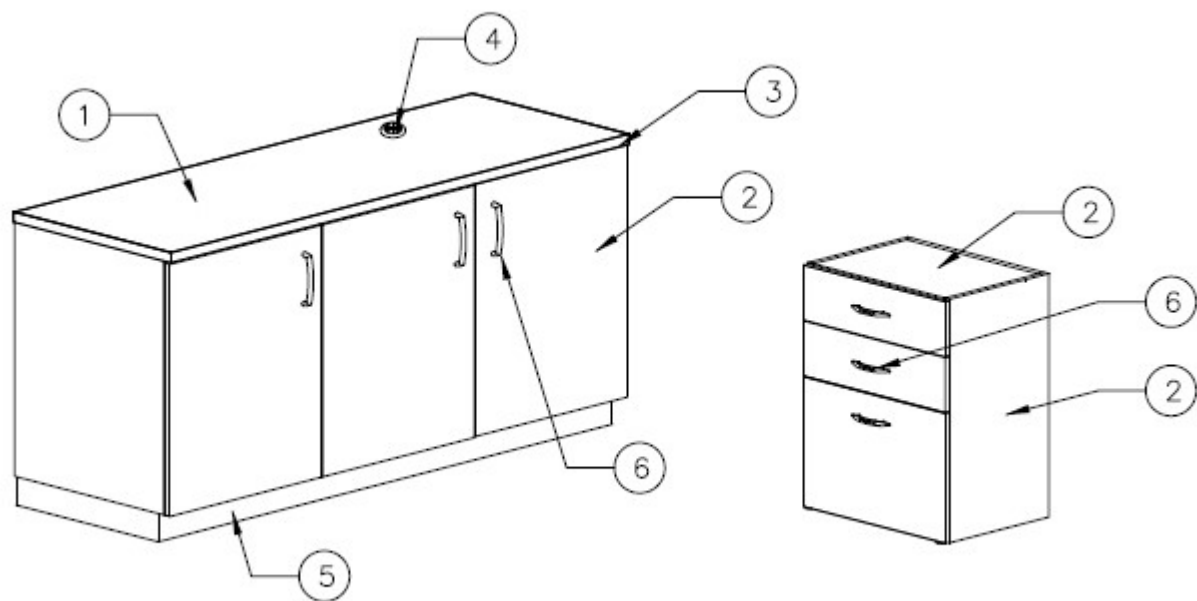


Tek-Wall Slate Candlewick\_Maharam



Tek-Wall Slate Bobsleigh\_Maharam

Typical Credenza/Millwork Finish Schedule



Credenza / Millwork Finishes

|   | Component                   | Material                     | Finish |
|---|-----------------------------|------------------------------|--------|
| 1 | Credenza Worksurface        | High Pressure Laminate (HPL) |        |
| 2 | Vertical/Other Surfaces     | High Pressure Laminate (HPL) |        |
| 3 | Credenza Worksurface Edging | PVC Edging                   |        |
| 4 | Grommet                     | Plastic                      | Black  |
| 5 | Base                        | High Pressure Laminate (HPL) | Black  |

Credenza / Millwork Handles—Select 1 (if required)

| 6 | Hardware Style                 | Colour / Finish |
|---|--------------------------------|-----------------|
|   | Contemporary Metal Pull: 871   |                 |
|   | Contemporary Metal Pull: 305   |                 |
|   | Contemporary Metal Pull: 56325 |                 |
|   | Contemporary Metal Pull: 2323  |                 |

\* Reference page 7 of the Console Finishes Brochure

## Credenza / Millwork Hardware

### Contemporary Metal Pull - 871 (default)



Dimensions 167 mm (6.75") Length  
21mm (0.56") Width  
27mm (1") Depth

Colour/Finish Brushed Nickel  
Chrome

### Contemporary Metal Pull - 305



Dimensions 208 mm (8.19") Length  
12mm (0.5") Diameter  
35mm (1.38") Depth

Colour/Finish Matte Black  
Brushed Nickel  
Chrome

### Contemporary Metal Pull - 458



Dimensions 165mm (6.5") Length  
12mm (0.5") Width  
22mm (0.87") Depth

Colour/Finish Brushed Nickel

### Contemporary Metal Pull - 2323



Dimensions 168mm (6.63") Length  
17mm (0.69") Width  
36mm (1.44") Depth

Colour/Finish Brushed Nickel

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adaptaspace [ ]

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www.adaptaspace.com | 1-877-669-9942



## WARRANTY

- **Lifetime warranty:** Adaptaspace warrants to the original Buyer that its brand products are free from defects in materials and workmanship for the period of time the original Buyer owns the product including all fixed structural frame components, exterior panels, interior shelves, work surfaces and all adjustable, sliding or hinge mechanisms.
- **Five (5) year warranty:** Operator chairs supplied by Adaptaspace and all electrical components incorporated by Adaptaspace into its brand products, shall be under warranty from defects in materials and workmanship for a period of five years.
- **Extended OEM warranty:** For other Original Equipment Manufacturer's (OEM) products supplied by Adaptaspace, or incorporated by Adaptaspace into its brand products, the warranty shall be that of the OEM or 60 months, whichever is greater, to the extent that such warranty is transferable.

Claims under this warranty will be valid only if Buyer notifies Adaptaspace in writing within a reasonable time of its discovery of the defect and prior to the expiration of the warranty for such product. After notification to Adaptaspace of any defect under this warranty, Adaptaspace will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Labor to repair or replace any products or parts under warranty will be included for a period of 5 years. The warranty period for such repaired or replaced parts shall be the balance of the applicable warranty period. Adaptaspace shall be responsible for all shipping and handling costs of the replacement parts for a period of 5 years.

This warranty does not cover normal maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs, storage and installations which have not been performed by an authorized Adaptaspace representative, and products which have not been maintained or operated in accordance with Adaptaspace written instructions or problems caused by the use of parts and components not supplied by Adaptaspace. This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Adaptaspace products.

The foregoing warranty is exclusive and is in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

The remedy of repair or replacement provided for herein is Buyer's exclusive remedy in the event of breach of this warranty. In addition, Adaptaspace shall not be liable for any incidental, consequential or special damages or for any loss, damage or expense arising from the sale, use or installation of the products or from any other cause whatsoever, whether based on warranty (expressed or implied) or otherwise based on contract, or on tort, or regardless of any advice or representations that may have been rendered by Adaptaspace or its agents or representatives concerning the sale, use or installation of the products. Notwithstanding anything stated in the purchase agreement between Adaptaspace and Buyer, in no event shall Adaptaspace liability exceed the purchase price of the product purchased.

# Emergency Communications Dispatch Console Furniture

Moberly Regional Joint Communications Center  
Moberly, Missouri

Due Date:  
February 17, 2023 @04:00 PM CST



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# Cover Letter

February 17, 2023

Adam Swon  
Moberly Police Department  
300 N. Clark Street  
Moberly, Missouri 65270

Mr. Swon,

Thank you for the opportunity to provide a proposal for your project. I am confident our proposed solution will best meet the specified requirements. This response comprehensively explains the solutions outlined in the proposal request, detailed technical information and competitive pricing. As part of this proposal, you will find our Primary Proposal for the Mercury Pro consoles, as well as an Alternative Proposal for our Mercury Standard consoles.

Watson is pleased to provide a Lifetime Warranty on all parts manufactured by Watson. Additionally, electronics and buy-out parts are covered for 10 years. This includes the lift system, environment controls and monitor arms. With our manufacturing facility based in Poulsbo, Washington, all replacement parts and inventory are located within the United States.

At Watson, your team is our priority. Leveraging our experience in the dispatch console market and a 36-year legacy unmatched by our peer organizations, a dedicated project team will work closely with the Moberly Regional Joint Communications Center team leaders, data, electrical, and technology vendors to ensure seamless execution of your project.

Watson Consoles has been manufacturing and installing emergency communications consoles since 1986 and have managed console furniture projects ranging from 2 positions to 160 positions. We understand this industry, the challenges this environment brings, and how console furniture can make a huge difference in the daily experience for each dispatcher. If you have any questions about the contents of this proposal, please give me a call.

Our team looks forward to working with you on your project!

Sincerely,



Kevin Goy  
National Sales Manager  
Email: kgoy@watsonfg.com  
Office: 360.598.7480

# Proposer Information

**Company Name:** Watson Furniture Group, dba Watson Consoles

**Address:** 26246 Twelve Trees Ln NW, Poulsbo, WA 98370

**Primary Contact:** Kevin Goy

**Contact Phone:** 360.598.7480

**Contact Email:** kgoy@watsonfg.com

**Federal Tax Identification Number (EIN):** 91-0836983



February 17, 2023

(Signature of Vendor & Date)

**National Sales Manager**

(Title)

**Kevin P. Goy**

(Print Full Name)

**26246 Twelve Trees Ln NW**

(Street/P.O.Box)

**Poulsbo, WA 98370**

(Town, State, Zip)

**360-598-7480/ kgoy@watsonfg.com**

(Phone # / Email Address)



**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Specifications Compliance



SECTION 3.0 - SPECIFICATIONS

Bidders are requested to indicate their understanding and compliance by entering YES or NO under each statement and providing any additional EXPLANATION as deemed necessary.

3.1 Overview

Public Safety/Emergency Communication Centers pose unique challenges and demands. Unlike an office environment, emergency communications personnel are required to manage multiple screens of information simultaneously, plus additional ancillary rack mount electronics. Additionally, emergency communications consoles are utilized 24 hours per day/ 7 days per week by many different employees, with many different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture that is specifically designed and engineered for Emergency Communication Centers will be acceptable. Office furniture systems will not be considered.

The following specifications detail the minimum requirements of the Console Furniture System. Bidders must provide a point-by-point technical response stating compliance or taking exception.

3.02 Console Modularity

The furniture must be provided from standard, previously manufactured items that have the capability of adding on to or re-configuring at a later date. Any add-on sections, such as bridges, peninsulas, and returns must be included.

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

3.03 Ergonomics

A **minimum of six (6) 24-inch flat panel displays** at each console must be mounted to integrated monitor supports that are secured to the sit to stand section for optimal flexibility. Adjustments must be able to be accomplished from the seated position in order to meet ADA requirements. Monitor mounts must feature multiple points of rotation allowing multiple monitors to maintain a single focal length for viewer’s eyes with a range of motion. **Refer to the desired monitor layouts in Exhibit A.**

To reduce the incidence of repetitive stress injuries, the console furniture must provide height adjustable input platforms. The engineering of the console furniture must offer comfort, safety and adjustability for the operator. The console vendor shall include statement of compliance with ANSI/HFES 2007, and ADA guidelines and requirements.

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

### 3.04 Structural Integrity

The console furniture shall be designed specifically for 24/7 operations in an Emergency Communication Center environment. The core serves as the primary structural foundation for the console system and must carry a minimum load rating of 1000-lbs. The console must be sturdy enough to mount all electronic accessories, including monitors, without compromising the integrity of the system. The structure should be free standing and not rely on walls for support.

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

### 3.05 Technology

At a minimum each console must be designed to accommodate **five (5) CPUs**, the Electronics cavity storage provided for CPU equipment and cable routing must keep the knee space below the consoles unobstructed to allow dispatchers a full range of movement to reach necessary equipment. The Vendor will also provide 6' extension cables for the monitors, keyboards and mouse at each workstation for up to five (5) CPU's. Access to all sides of each CPU must be provided from the front of the console. Preference will be given to furniture with roll-out shelves to accommodate the workstation CPU's. Cavities must have fan air circulation. Cabling chases must be designed for ease of access and incorporation of additional runs to meet future needs.

#### CPU List & Sizes

| CPU # | Use   | Dimensions (Depth x Width x Height)      |
|-------|-------|--|
| 1     | Radio | Mid Tower Cabinet - 12" D X 6" W x 13" H |
| 2     | 911   | Mid Tower Cabinet - 12" D X 6" W x 13" H |
| 3     | CAD   | Mid Tower Cabinet - 12" D X 6" W x 13" H |
| 4     | Admin | Mid Tower Cabinet - 12" D X 6" W x 13" H |
| 5     | Spare | Spare                                    |

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

### 3.06 Environmental Controls

The proposal shall describe all available environmental control options and list the costs associated with each, including, but not limited to adjustable task lighting, indirect lighting, heating, cooling, filtered airflow, sound masking system, and primary and input surface height adjustments. Environmental controls must all be readily accessible from a seated position and meet ADA requirements. User replaceable air filters should be provided for the entire standard warranty period.

|                   |            |   |
|-------------------|------------|---|
| Understood/Comply | Understood | Explanation: See Clarifications Worksheet |
|-------------------|------------|---|

### 3.07 Acoustical Console Walls

All equipment, material and articles requested under this specification are to be new or fabricated from new materials. The use of used, remanufactured, or rebuilt products is not allowed under this specification. Acoustical walls shall be constructed with a high density, fire resistant, sound absorbing subsurface. Edges of these partitions shall be durable and replaceable. All fasteners must be completely concealed. Leveling glides shall be an integral part of the system to accommodate uneven floors. The acoustical console walls may be part of the fixed furniture base or part of the adjustable work surface.

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

3.08 Surfaces

All primary work surfaces, input platforms, and extension surfaces shall be constructed of durable materials that will withstand the 24-hour use environment of an Emergency Communication Center. Primary work surfaces and extensions shall include cable drop areas for access into the fixed electronics cavities. All edges must be treated in a replaceable high impact edging material.

a. **Monitor Surfaces & Monitor Mounting Structure**

The monitor mounting surface and structure should be height adjustable with smooth, quiet motorized control. The operator must be able to make all monitor and keyboard adjustments from either a standing or sitting position. At least one inch safety clearance between all moveable and fixed surface is required. A safety system should be in place to prevent accidental lowering of the unit when it is taken off-line for service. Proposers are encouraged to propose the ability for users to quickly adjust monitor and keyboard surfaces to personally present heights.

These surfaces must be non-porous, non-glare and of high pressure laminate or solid surface materials of standard color (meaning items readily available or no “special order” materials). Surfaces should be mark, stain and scuff resistance and easy to maintain and clean. All corners and edges will be rounded and properly finished in similar solid surface materials.

The surface and/or monitor mounting structure/array must be able to be pulled forward or pushed back for operator comfort. There is no preference for this capability to be motorized or non-motorized. The unit must be able to accommodate up to six (6) 24-inch monitors without obstructing the view. The monitor surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface and mounting structure must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weights of the surface and components. Additionally we encourage the proposer to address considerations of bracket rack mounted monitors, possible dual stacked, fixed mounted and/or articulating arms.

**b. Keyboard Surface**

The keyboard surface must rise to 46-inches and lower to approximately 24-inches to accommodate operation while sitting or standing. The monitor surface must be able to hold a minimum of 500 static pounds and lift 50 pounds minus the weight of the surface and components. The keyboard surface must accommodate two standard-size keyboard and one keypad for telephone functions and meet or exceed ANSI/HFES requirements.

|                   |        |              |
|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

**3.09 Pedestals and Accessories**

Drawer hardware must be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer. All file drawers must have built-in hanging file capability. All doors must include full articulation door hardware to accommodate uneven floors. The pedestals shall be finished on all sides for use outside the console, and be equipped with dual-wheel front-locking casters. Cushion seating should be available as options and should be rated for 300 lbs. At a minimum, the following options should be made available:

- Bookcases
- File Drawers
- Box Drawers
- Lateral File Drawers

**3.10 Edge Material**

Replaceable vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and primary surfaces, and a minimum 13mm thick for all input platforms.

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|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

**3.11 Equipment Enclosures**

Equipment enclosures must support the installation of the CPU's as described in Section 3.05. include EIA mounting rails front and rear. At a minimum, the following options should be made available:

- Interior task lighting to equipment cabinetry
- Access to CPUs/cabling from front and back
- Quiet blowing ventilation for electronics cooling

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|-------------------|--------|--------------|
| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|



3.12 **Laminates**

High pressure must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish. Thermally Fused Laminate must meet NEMA LI-1-1998. Low Pressure Laminate is not acceptable.

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| Understood/Comply | Comply | Explanation: |
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3.13 **Fabric**

Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards. The flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

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| Understood/Comply | Comply | Explanation: |
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3.14 **Sit to Stand Base and Input Platform**

The following specifications shall apply to the Console Furniture base and keyboard platform. The Primary Surface and Input Platform may be a single surface, provided the monitor mounting structure/array be adjustable to be pulled forward or pushed back for operator comfort.

a. **Primary Surface**

Components shall be UL listed. The motor/gear drive system must have a 700 lb. gross weight-lifting capacity, including the surface, input platform, and input platform mechanism. Design must accept uneven load distribution. Range of travel will need to accommodate a low of 24-inches to a high of 46-inches, infinitely adjustable within the 22-inch range.

b. **Input Platform**

The Input Platform shall be designed to provide un-obstructed knee clearance in the seated operating position in accordance with ANSI standards. Platform must be tested to 250 lbs.

c. **Unified Frame**

Sit-to-stand base must be designed with a footprint to allow maximum stability based on the overall size of the Flat Screen primary surface. The entire console must be tied together so that there will be no movement of the primary surface away from the remainder of the console. It must meet ANSI/HFS standards and ADA requirements for foot and leg clearance. There must not be any obstructions for side-to-side movement within the footprint of the console. Leveling glides shall be an integral part of the system to accommodate uneven floors.

d. Adjustments

All adjustments for the sit-to-stand base and input platform shall be attained from the front of the input platform or the front of the primary surface and shall be able to be adjusted from either the seated or standing position with the use of one hand to meet ADA requirements.

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| Understood/Comply | Comply | Explanation: |
|-------------------|--------|--------------|

3.15 Electrical and Cable/Wire Management

Every console must include an electrical system to be connected to the building's electrical and grounding systems with a **minimum of 24 AC outlets** configured to accommodate power transformer plugs.

Each console must include options for user-accessible voice and data connections. All data and voice paths must be completely segregated from the power management systems. Each console shall have a **minimum of 6 data/voice outlet boxes**.

As an integral part of the cable management, the Vendor shall include a minimum **twenty-four (24) port patch panel** that will allow for the connection of up to twelve (12) ethernet cables from the 911/radio IT room to the electronic components installed into the furniture.

A cable management system must be provided that allows for independent movement among the monitor and keyboard surfaces. The system must minimize the wear and tear on the traveling cables by keeping them separated as well as enclosed. No operator intervention is to be required. The proposer is to provide all cable management within, under and on the console.

Cavity illumination should be offered as an option.

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| Understood/Comply | Comply | Explanation: |
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3.16 Task Lighting

Ambient light levels will be very dim and task lighting incorporated in the consoles will be the primary source of lighting for dispatchers and call takers. Lighting solutions must provide 100% of the required light at each workstation and provide user controlled, infinite dimming variability. Please specify the lighting you will supply. Provide its expected life and rated lumen output. Also list and price any other lighting options you have available under a "Lighting Options" section.

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| Understood/Comply | Comply | Explanation: |
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**3.17    Headsets/Speakers**

Each console must support dual headset jacks for both radio and telephone. Describe how your console will accommodate that. Also, small cube speakers with individual power supplies for selected and unselected radio traffic needs to be accommodated on the console surface. Describe how this would be accomplished.

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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
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**3.18    Storage Cabinets**

Each console will be equipped with additional drawer units for storage of personal items and work items at the various positions. The cabinet would be able to be housed under the keyboard and monitor surfaces while they are in the fullest downward position, or to the side. The drawers should match the color and design of the console. Describe your offering.

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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
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**3.19    Resource Storage**

Describe the option to provide an easily accessible cabinet to store resource materials. These could be books of procedures or maps of campus areas. Multiple consoles would share these resources, depending upon room layout.

|                          |               |                     |
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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
|--------------------------|---------------|---------------------|

**3.20    Accessories**

Vendor shall offer a full complement of accessories to be available including:

- Environmental controls
- Cooling Capability (per workstation)
- Heating Capability (per workstation)
- Task Lighting (per workstation)
- Interior PC Cavity Lighting (per workstation)
- Foot Rests (per workstation)
- Wrist Rests (per workstation)
- Call Status Indicator Light
- Workstation Accent Lighting (side panels and under work surface)
- Shared Storage Solutions

|                          |                   |  |
|--------------------------|-------------------|--|
| <b>Understood/Comply</b> | <b>Understood</b> | <b>Explanation: See Clarifications Worksheet</b> |
|--------------------------|-------------------|--|

**3.21    Design Considerations**

Each Vendor must submit a floor plan to scale, showing each item being proposed. In addition, perspective drawings will be required in the submittal with dimensions of height, width, and depth in order to determine compliance with the specifications. All accessories being proposed must be shown in these drawings. Customer provided electronics such as flat Screens, telephones, CPUs, and rack mount panels must be shown, to scale, in the 3-dimensional/perspective drawings. Labeled cut away or exploded illustrations of acoustical walls, primary surface, and sit to stand base should be included.

Colors are to be selected from manufacturer’s standards. At a minimum one full set of laminate, edge, and fabric samples must be submitted with the proposal. It will be necessary to provide color Owners and/or color renderings at the pre-construction conference to make a final decision.

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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
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**3.22    Pre-Installation Conference**

Upon award of contract to a successful bidder and prior to installation, a pre-installation conference will be held. The conference shall be attended by the manufacturer’s representative, Owner’s representation and Consultant.

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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
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**3.23    Vendor Experience/References**

The “Console Furniture” to be supplied shall have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request. A list of no less than five (5) sites installed of like size must be included with the proposal, complete with contact name, address, phone, email, date of installation and size of installation. If bidder is not the manufacturer of all major components, such as surfaces, console walls, environmental controls, and lift systems, then the bidder must specify which manufacturer is being used and include their reference information and past experience to determine qualified status.

|                          |               |                     |
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| <b>Understood/Comply</b> | <b>Comply</b> | <b>Explanation:</b> |
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**3.24    Warranty/Service Response**

The console furniture must be warranted to be free from defects in material and workmanship for five (5) years based on 24/7 usages with a lifetime warranty on the frame. This must be an all-inclusive warranty and will need to cover 100% of the console furniture for the entire 5-year period. Warranty must include all product, freight, and installation.

Bidders must supply a copy of their minimum all-inclusive 5-year warranty with the name, contact, and phone number of the service organization providing the service response, signed by an authorized representative of the Company.

All service and warranty work must be initiated within a minimum of 48 hours after notification. Describe who would be performing the service work, their location and their connection to your company.

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| Understood/Comply | Comply | Explanation: |
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3.25 **Lead Time & Installation**

Lead-time could be a critical factor. Bidders must present their best lead-time to design, manufacture, ship, and install the console workstation system.

Shipping must be direct to the facility, inside delivery, unless otherwise noted.

Trained professionals experienced with the working environment of a public safety communication center must perform the installation. Only the manufacturer’s factory installers or their trained and authorized designees shall assemble and install the workstations. The installation team is responsible for the removal of all new furniture packing materials.

Once the installation is complete, a “walk-through” will be required with the installation Foreman in order to ascertain full compliance to the floor plan, console design, and materials specified. Any inconsistencies will be noted and must be scheduled for completion prior to sign off of the project.

Each proposer is to include training on the use of the new consoles during installation.

|                   |        |              |
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| Understood/Comply | Comply | Explanation: |
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# Emergency Communications Dispatch Console Furniture

## Clarifications Worksheet

### 3.06 Environmental Controls

The proposal shall describe all available environmental control options and list the costs associated with each, including, but not limited to adjustable task lighting, indirect lighting, heating, cooling, filtered airflow, sound masking system, and primary and input surface height adjustments. Environmental controls must all be readily accessible from a seated position and meet ADA requirements. User replaceable air filters should be provided for the entire standard warranty period.

Understood/Comply | **Understood**

*Explanation: Watson Consoles complies with all aspects of this requirement with the exception of the sound masking. We have found that personal sound masking systems are not efficient in this environment and have chosen not to add them to our offering.*

### 3.20 Accessories

Vendor shall offer a full complement of accessories to be available including:

- Environmental controls
- Cooling Capability (per workstation)
- Heating Capability (per workstation)
- Task Lighting (per workstation)
- Interior PC Cavity Lighting (per workstation)
- Foot Rests (per workstation)
- Wrist Rests (per workstation)
- Call Status Indicator Light
- Workstation Accent Lighting (side panels and under work surface)
- Shared Storage Solutions

Understood/Comply | **Understood**

*Explanation: Watson Consoles does not offer Wrist Rests as a standard product offering.*

# Certifications



- UL Listed to the UL 962 Standard
- A safety standard verifying products meet electrical, flammability, and personal injury safety requirements
- Within the industry, Watson Consoles is the only company with this certification



- The industry standard for durability testing
- We test to not just meet expectations but to exceed standards
- Combined with our industry expertise, we test to ensure our products meet the demands of 24/7 environments



- Independent Electrical interference testing
- Ensures Watson Consoles electronics will not interfere with mission critical electronics



- Indoor Advantage™ Gold certified, conforming to the ANSI/BIFMA Furniture Emissions Standard
- Certifies furniture and building materials have low VOC emissions (volatile organic compounds are gases emitted from certain solids or liquids which can have short and long-term adverse health effects)

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Technical Specifications

## Mercury Pro Console



## RECOMMENDED SPECIFICATIONS FOR MERCURY PRO CONSOLES

Public Safety/911 Emergency Communication Centers have unique challenges and demands; conventional office furniture does not provide an acceptable level of function, technology integration, user ergonomics features, nor durability. Watson recognizes that furniture should meet minimum requirements to support key performance requirements:

- Consoles are utilized 24 hours per day/ 7 days per week by different employees with different physical sizes and needs; this is more than five times the average use and wear of conventional office furniture annually.
- Consoles must house and power extensive technology support including multiple monitors - in-line, stacked and/or combined with large-format screens models.
- Console furniture must provide additional storage for ancillary rack mount electronics.
- Consoles must provide no less than 10 years of 24/7 use which is required for the expected 80,000 hours of use over the course of a console’s lifetime.

Conventional office furniture systems should not be considered for emergency communications center applications. The following categories have been identified for critical compliance and are met by Dispatch Console furniture manufacturers and providers.

|                                   |                                   |                                 |
|-----------------------------------|-----------------------------------|---------------------------------|
| Stability – Function              | Main Body Electrical Requirements | Monitor Viewing Support         |
| Support Adjustments               | Partitions and Screens            | Technology Equipment Enclosures |
| Personal Base Storage             | Personal Stacking Storage         | Stacking Pallets                |
| Cable Management Rail             | Materials                         | General Electrical Requirements |
| Wire and Cable Management         | Environmental Control System      | Supplemental Task Lighting      |
| Documented Product Certifications |                                   |                                 |

Watson Mercury Pro Consoles are designed and manufactured to meet the following industry standard, and third party tested, guidelines for safety, strength, durability, and a healthy workplace:

- UL 962 Listed as a complete furniture assembly.
  - CSA (Canadian Standards Association) C22.2#68.
  - SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0 certified for protecting indoor air quality by minimizing volatile organic compound chemical off gassing through design engineering and materials selection.
  - CARB (California Air Resources Board) compliant for reduction of formaldehyde emissions, identified as an airborne toxin.
  - FCC eCFR Title 47, Part 15 Radio Frequency Devices, Subpart B: Unintentional Radiators.
  - ICES (Interface Causing Equipment Standard) -003: Informational Technology Equipment.
  - Textiles compliance with CA TB 117 (California Technical Bulletin) Flammability Standard
- Watson’s Mercury Pro consoles meet the following functional specification requirements.

1. **Stability – Function**

- 1.1. The console furniture is designed specifically for 24/7 operations in an emergency communications center environment.
- 1.2. The console furniture is modular in design so as to be easily reconfigured and upgraded.
- 1.3. Technology storage and personal storage units stand free from the main console body so they can be field removed or replaced without deconstruction on the console unit.

- 1.4. Sit-to-stand legs are bolted into the console undercarriage and to the underside of the input support surface creating maximum proportional stability as opposed to free-standing leg and feet systems.
- 1.5. There are no obstructions side-to-side obstructions within the console footprint that will inhibit movement by the user, a critical component to provide on-going training of users and technology. Knee space spans a minimum of 70% of the console's overall width.
- 1.6. Horizontal work surfaces are supported by a formed steel sub-frame for maximum durability.
- 1.7. Horizontal work surfaces are strong and rigid and able to meet all required standards for furniture construction as outlined by ANSI/BIFMA X5.5-2008, Desk Products.

## 2. Input support surface

- 2.1. The input support surface lowers to 24.5" from the floor.
- 2.2. The input support surface raises to 50" above the floor to accommodate the 99th percentile standing male per ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.4.3.
- 2.3. The height-adjustability is engineered to provide infinite adjustment throughout the entire adjustment range, a critical function to meet ergonomic standards and reduce repetitive strain injuries and carpal tunnel syndrome.
- 2.4. The input support surface is a level platform that is wide enough to accommodate multiple input including keyboards, mice, and writing surface; the input platform surface area is a minimum of 1300 sq inches.
- 2.5. The input support surface will accommodate input devices within a primary and a secondary work zone and to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.1 standards.
- 2.6. The input support surface allows the user to maintain elbow angles between 70 and 135 degrees to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.1.1 standards.
- 2.7. The electronic adjustment is independent of the monitor support.
- 2.8. The electronic adjustment is controlled through a digital read-out to ensure precise user-preferred replication.
- 2.9. The electronic adjustment controls are mounted in a location that meets ADA standards for accessibility.
- 2.10. Adjustment controls have an option for a Wellness function to track standing usage and encourage users to use the adjustment controls to change posture throughout their shift.
- 2.11. The input support surface adjusts simultaneously with the monitor support in order to retain relative positioning between both surfaces when changing from sitting to standing. This promotes ergonomic alignment and a timely and controlled shift from sitting to standing work postures.



- 2.12. The input support surface allows adjustment of the line-of-sight viewing distance between the eyes and front surface of the viewable display area within the range of 19.7" and 39.4" to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.2. The entire surface and all environmental controls move with the input surface to maintain preferred and ergonomic settings.
- 2.13. The input support surface is a static load capacity of 1200 lbs. and an equipment load capacity of 500 lbs to accommodate multiple models and quantities of various input devices.
- 2.14. Lifting columns for the input surface are integrated into the storage cavities for increased stability.
- 2.15. The input support surface legs have integrated anti-collision software to promote user safety, detect obstacles and prevent damage to console or equipment.
- 2.16. The Mercury Pro console has a minimum safety clearance of 1.25" between all moving surfaces, compliant with ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.2.
- 2.17. There are no entrapment zones, as defined by UL 962.
- 2.18. The input surface is a welded steel sub-frame for increased structural integrity.
- 2.19. The position of the input support surface relative to the lifting legs and ancillary enclosures is positioned to provide unobstructed knee clearance for users in the seated operating position and in accordance with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.1.
- 2.20. The input support surface is controlled using 24 VDC motors. All powered components are UL 962 listed and are CSA (Canadian Standards Association) certified.
- 2.21. The Mercury Pro console worksurface utilizes a dual brake for stability and prevention of binding. Braking system locks the surface into place when the brake is released.
- 2.22. There are surface-mounted, user-configurable, user-accessible voice and data connections (RJ12, RJ45 USB, 3.5mm Audio) available and accessible from the front of the console.
- 2.23. All moveable components of the console's input support surface and lifting mechanisms are designed and tested to at least 40,000 cycle full range adjustments.

### 3. Monitor Viewing Support

- 3.1. The console design includes adjustment of monitors so that the gaze angle to the center of the screen ranges between 15° and 20° below horizontal eye level per ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.3.
- 3.2. The console design accommodates use of up to (5) 21" widescreen LCD flat panel monitors on a single tier, and up to (10) 21" widescreen LCD flat panel monitors in a stacked configuration and provide independent angle adjustment for each.
- 3.3. The monitor mounting array allows for concurrent focal depth movement of at least four monitors at once.

- 3.4. Monitor viewing support controls are mounted in a location that meets ADA standards for accessibility.
- 3.5. Monitor viewing support are controlled using 24 VDC motors. All powered components are UL 962 listed and are CSA certified.
- 3.6. Monitor viewing support are independently adjustable.
- 3.7. All moveable components of the console's monitor viewing support system are designed and tested to at least 40,000 cycle full range adjustments.

#### 4. **Support Adjustments**

- 4.1. All mechanical and powered support adjustment mechanisms operate at a speed approximately 1" per second.
- 4.2. Input surface support adjustment mechanisms are controlled through a digital read-out to ensure precise replication for individual users who share a single console workstation.
- 4.3. All mechanical and powered support adjustment controls are mounted in a location that meets ADA standards for accessibility.
- 4.4. All mechanical and powered support adjustment mechanisms including "lifting systems" operate quietly with a maximum sound level of 50db.

#### 5. **Partition Screens**

- 5.1. Partition and screen frame components are constructed of 14 gauge cold rolled steel for maximum strength and durability.
- 5.2. All steel frame components are bolted together in a minimum of four places to ensure maximum strength and durability.
- 5.3. All steel components are powder coated for lasting durability.
- 5.4. All external-facing screen components are available in abrasion resistant fabric covering.
- 5.5. Internal screen components, including tackable core surfaces, are fabricated with materials that contain a minimum of 85% recycled content.
- 5.6. The partitions and screens are integrated into the main body of the furniture.
- 5.7. The screen/partition system sits within the console body's footprint so as to not reduce available open floorspace.
- 5.8. All screen and partition fasteners are completely concealed.
- 5.9. All screen and partition components are field replaceable.
- 5.10. All side and back facing screen and partitions are available in 36", 42", 48", 54" and 60" heights.
- 5.11. All screen and partitions are available with a shatter-proof 12" acrylic upper section to help maintain sight lines.

## **6. Equipment Enclosures - Console Technology Storage**

- 6.1. Console technology storage enclosures are accessible from both the front and the rear.
- 6.2. Console technology storage enclosures do not attach directly to the primary work surface.
- 6.3. Console technology storage enclosures are available in 24" and 30" heights.
- 6.4. Console technology storage enclosures are available in 30", 42" and 50" widths.
- 6.5. Console technology storage enclosures are available in a 24" depth.
- 6.6. Enclosures are engineered to support stacking storage components atop the units to allow for additional technology storage or personal storage without taking up added floor space.
- 6.7. Console technology storage enclosure rear access doors offer cooling by a minimum of 2 each 50 CFM axial cooling fans.
- 6.8. Console technology storage enclosure front access doors utilize a vented plenum system to draw cool air into the enclosure.
- 6.9. All console technology storage enclosure has an active cooling system to ensure that cabinets are kept at the optimum temperature for peak technology performance.
- 6.10. Console technology storage enclosures have horizontal cable management systems.

## **7. Cable Management Rail**

- 7.1. Mercury consoles have a horizontal cable management rail for running cabling from one side of the console to the other.
- 7.2. The wood cable management rails are constructed of 42 lb. density particle board panel with THERMALLY FUSED MELAMINE (THERMALLY FUSED LAMINATE) on both sides.
- 7.3. All steel components within the wood cable management rail are powder coated for durability.
- 7.4. Internal cable management channel can house a minimum of 40 each Cat-6 cables and one each 1" flexible conduit.
- 7.5. Internal cable management channels contain fastening points to prevent unintentional movement and disconnection of cabling during active service.
- 7.6. The wood cable management rail has a locking option to prevent unauthorized personnel access to internal cabling.
- 7.7. The wood cable management rails are available in both single access and dual access configurations to allow maximum flexibility and future reconfiguration.

## **8. Enclosures - Personal Base Storage**

- 8.1. Personal base storage enclosures are available in 24" and 30" heights.
- 8.2. Personal base storage enclosures are available in 30", 42" and 50" widths.

- 8.3. Personal base storage enclosures have optional filing storage sized at 20" wide.
- 8.4. Personal base storage enclosures are available in a 24" depth.
- 8.5. Personal base storage enclosures are available in single and dual sided configurations.
- 8.6. Personal base storage enclosures are available in combinations including open-drawer-door, open bookcase, and closed-door configurations.
- 8.7. Enclosures are engineered to support stacking storage components atop the units to allow for additional personal storage without taking up added floor space.

## **9. Enclosures - Personal Stacking Storage**

- 9.1. Personal stacking storage enclosures are available in 18", 24" and 30" to correspond with the heights of the partition screens.
- 9.2. Personal stacking storage enclosures are available in 20", 30", 42" and 50" widths.
- 9.3. Personal stacking storage enclosures are available in a 24" depth.
- 9.4. Personal stacking storage enclosures are available in single and dual sided configurations.
- 9.5. Personal stacking storage enclosures are available in combinations including open-drawer-door, open bookcase, and closed-door configurations.

## **10. Enclosures - Stacking Pallets**

- 10.1. Stacking pallet enclosures are available in an 8" height.
- 10.2. Stacking pallet enclosures are available in 20", 30", 42" and 50" widths.
- 10.3. Stacking pallet enclosures are available in a 24" depth.
- 10.4. Stacking pallet enclosures are cable ready to allow the placement of electrical components.
- 10.5. Stacking pallet enclosures include at least one grommet pass through and at least one monitor support mounting location.

## **11. Materials**

### **11.1. Storage Enclosures**

- 11.1.1. Wood parts are constructed of 42 lb. density particle board with THERMALLY FUSED MELAMINE (THERMALLY FUSED LAMINATE) on both sides.
- 11.1.2. Steel parts are manufactured from 14 gauge cold rolled steel for maximum strength and durability.

### **11.2. Surfaces**

- 11.2.1. All monitor and input surfaces are 42 lb. density, 3/4" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.

### **11.3. Edge Material**

- 11.3.1. All storage enclosures, including fixed or mobile pedestals, have edges finished with 1.5mm thick thermoplastic polypropylene extrusion with self-healing properties for maximum durability.
- 11.3.2. All input support surfaces use a 3mm thick thermoplastic polypropylene extrusion edging with self-healing properties for maximum durability.
- 11.3.3. All input surface edging has a minimum 3mm radius on front edge so as to comply with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.4.

#### 11.4. Laminates

- 11.4.1. High pressure laminate meets ANSI/ASME A 17.1; 1986 requirements for Class “B” laminate and ASTM D523-89, providing a non-glare matte finish.
- 11.4.2. All monitor and input surfaces are .0625” thickness horizontal grade laminate on the top surface and on the backing sheet, to prevent deflection.
- 11.4.3. Thermally fused laminate meets NEMA LI-1-1998; low pressure laminate is not acceptable.

#### 11.5. Textiles/Fabric

- 11.5.1. All textiles are abrasion resistant to meet ASTM D-3597 MVPTS-198 standard.
- 11.5.2. All textiles meet flammability requirements in accordance with ASTM E-84 (Tunnel Test) Class A, or 1, and the State of California Technical Bulletin 117 Sec. E (SC-191-53) standards.
- 11.5.3. All textiles are made from 100% recyclable materials.

#### 11.6. Powdercoat

- 11.6.1. Powdercoat meets ASTM D3359-09 adhesion standard for durability.
- 11.6.2. Powdercoat meets PCI #8 Solvent Cure Test for durability.

### 12. Electrical Requirements

- 12.1. Every console has (2) Power Distribution Units (PDU) that may be specified by the customer as 15A, 20A plug or 20A Locking. Each PDU Unit provides (13) NEMA 5-15R outlets and a NEMA 5-15P input. PDU units include a 15-foot cord. PDU are UL listed and CSA rated.
- 12.2. The total power draw for an individual console does not exceed 13.3 amps; this includes the console lifting system and all environmental controls.
- 12.3. The console complies with UL standard 962 ensuring the highest standard of electrical and physical safety.
- 12.4. The console is rated to comply with FCC Title 47 Part 15 subpart B/ICES-003 for Radiated and Conducted emissions.

### 13. Wire and Cable Management



- 13.1. The console includes two cable access drops with energy chains for vertical cable management from the input support surface to the equipment enclosures so as to comply with UL 962 standards.
- 13.2. The console includes energy chains for horizontal cable management between the moving surface and adjacent fixed surface to preserve optimal and secure operation of cords and cables during the console's active use.
- 13.3. A quick connect user-accessible interface with accommodations for up to 10 configurable ports is available and includes ports, jacks and cables for: USB-A, RJ45, RJ11/12, and 3.5mm stereo audio connection kits; the quick connect interface also provides cable management for the equipment it serves.
- 13.4. The console infrastructure supports cable management from the user's position to the CPUs inside the console.
- 13.5. The console has a horizontal cable raceway for unencumbered and easily serviceable runs.
- 13.6. The console has a horizontal cable raceway that is easily accessible and allows drop-in cable runs to accommodate easy technology updates and service access.

#### **14. Environmental Control System**

##### **14.1. Control Panel**

- 14.1.1. The control panel for all environmental settings (task lighting, heating controls, and air distribution) is integrated with the console body.
- 14.1.2. The control panel is easy to clean and sanitize.
- 14.1.3. The height for the input support surface is shown on a digital read-out to ensure total replication of console positioning for all employees; the digital readout for the input support surface displays inches from the floor.

##### **14.2. ADA Compliance**

- 14.2.1. There is an optional electronic adjustment control located within reach of a wheelchair to meet ADA requirements.

##### **14.3. Air Distribution**

- 14.3.1. Fans are incorporated into the furniture design, providing maximum individualized control within the user's primary work zone.
- 14.3.2. The console is user-adjustable fans for circulating filtered air with a minimum of two distinct speeds.

##### **14.4. Lighting Levels**

- 14.4.1. The console has an integrated 12VDC LED lighting solutions.
- 14.4.2. The console has integrated ambient lighting.

14.4.3. The console has a flexible gooseneck style task lighting to allow proper placement of light over work area.

14.4.4. All integrated lighting on the console is mechanically fastened to the console to prevent removal; lights are removable for maintenance.

#### 14.5. Personal Heating

14.5.1. System provides one ceramic forced heating source that is rated 400 watts and located under the input support surface. Rated for 400 watts total.

#### 14.6. Power Requirements

14.6.1. The console operates with 120 VAC, 60Hz.

14.6.2. The console has a 15 ft. power cord with 3-prong plug.

14.6.3. The console draws a minimum of 0.3 amperes and a maximum of 13.3 amperes.

### 15. On/Off Task Lighting-Freestanding Supplemental Task lighting

15.1. The console accommodates a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for additional light control.

15.2. The console accommodates additional task lighting that can be mounted to the input support surface using a grommet mount, or directly to the monitor support rail.

15.3. All task lighting on the console provides approximately 50,000 hours of lamp life.

15.4. The task lighting color temperature does not exceed 3,800K.

15.5. The task lighting has a 3-lever dimmer to adjust illumination as needed to reduce eye strain.

15.6. Ancillary task lighting is available in three colors - silver, white, and black.

### 16. Mercury Pro Console Product Certifications

16.1. ANSI/BIFMA X5.5-2008, Desk Products

16.2. ANSI/BIFMA Furniture Emissions Standard M7.1 and e-3-2014e

16.3. UL 962

16.4. CSA C22.2#68

16.5. FCC e-CFR Title 47: Telecommunication, Part 15 – Radio Frequency Devices, Subpart B: Unintentional Radiators

16.6. ICES-003: Information Technology Equipment

16.7. SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Technical Specifications

## Mercury Standard Console



## SPECIFICATIONS FOR WATSON MERCURY STANDARD CONSOLES

Public Safety/911 Emergency Communication Centers have unique challenges and demands; conventional office furniture does not provide an acceptable level of function, technology integration, user ergonomics features, nor durability. Watson recognizes that furniture should meet minimum requirements to support key performance requirements:

- Consoles are utilized 24 hours per day/ 7 days per week by different employees with different physical sizes and needs; this is more than five times the average use and wear of conventional office furniture annually.
- Consoles must house and power extensive technology support including multiple monitors - in-line, stacked and/or combined with large-format screens models.
- Console furniture must provide additional storage for ancillary rack mount electronics.
- Consoles must provide no less than 10 years of 24/7 use which is required for the expected 80,000 hours of use over the course of a console’s lifetime.

Conventional office furniture systems should not be considered for emergency communications center applications. The following categories have been identified for critical compliance and are met by Dispatch Console furniture manufacturers and providers.

|                                   |                                   |                                 |
|-----------------------------------|-----------------------------------|---------------------------------|
| Stability – Function              | Main Body Electrical Requirements | Monitor Viewing Support         |
| Support Adjustments               | Partitions and Screens            | Technology Equipment Enclosures |
| Personal Base Storage             | Personal Stacking Storage         | Stacking Pallets                |
| Cable Management Rail             | Materials                         | General Electrical Requirements |
| Wire and Cable Management         | Environmental Control System      | Supplemental Task Lighting      |
| Documented Product Certifications |                                   |                                 |

Watson Mercury Standard Consoles are designed and manufactured to meet the following industry standard, and third party tested, guidelines for safety, strength, durability, and a healthy workplace:

- SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0 certified for protecting indoor air quality by minimizing volatile organic compound chemical off gassing through design engineering and materials selection.
- CARB (California Air Resources Board) compliant for reduction of formaldehyde emissions, identified as an airborne toxin.
- Textiles compliance with CA TB 117 (California Technical Bulletin) Flammability Standard Requirements for Upholstered Furniture products.

Watson’s Mercury Standard consoles meet the following functional specification requirements.

### 1. Stability – Function

- 1.1. The console furniture is designed specifically for 24/7 operations in an emergency communications center environment.
- 1.2. The console furniture is modular in design so as to be easily reconfigured and upgraded.
- 1.3. Technology storage and personal storage units stand free from the main console body so they can be field removed or replaced without deconstruction on the console unit.

- 1.4. Sit-to-stand legs are bolted into the console undercarriage and to the underside of the input support surface creating maximum proportional stability as opposed to free-standing leg and feet systems.
- 1.5. There are no obstructions side-to-side obstructions within the console footprint that will inhibit movement by the user, a critical component in order to provide on-going training of users and technology. Knee space spans a minimum of 70% of the console's overall width.
- 1.6. Horizontal work surfaces are strong and rigid and able to meet all required standards for furniture construction as outlined by ANSI/BIFMA X5.5-2008, Desk Products.

## 2. Input support surface

- 2.1. The input support surface lowers to 22" from the floor.
- 2.2. The input support surface raises to 48" above the floor to accommodate the 99th percentile standing male per ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.4.3.
- 2.3. The height-adjustability is engineered so as to provide infinite adjustment throughout the entire adjustment range, a critical function to meet ergonomic standards and reduce repetitive strain injuries and carpal tunnel syndrome.
- 2.4. The input support surface is a level platform that is wide enough to accommodate multiple input including keyboards, mice, and writing surface.
- 2.5. The input support surface has enough surface area to accommodate input devices within a primary and a secondary work zone and to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.1 standards.
- 2.6. The input support surface allows the user to maintain elbow angles between 70 and 135 degrees to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.1.1 standards.
- 2.7. The electronic adjustment is independent of the monitor support; other adjustment methods will be deemed unacceptable.
- 2.8. The electronic adjustment is controlled through a digital read-out to ensure precise user-preferred replication.
- 2.9. The electronic adjustment controls is mounted in a location that meets ADA standards for accessibility.
- 2.10. Adjustment controls have an option for a Wellness function to track standing usage and encourage users to use the adjustment controls to change posture throughout their shift.
- 2.11. The input support surface adjusts simultaneously with the monitor support in order to retain relative positioning between both surfaces when changing from sitting to standing. This promotes ergonomic alignment and a timely and controlled shift from sitting to standing work postures.
- 2.12. The input support surface has a static load capacity of 1200 lbs. and an equipment load capacity of 500 lbs to accommodate multiple models and quantities of various input devices.

- 2.13. Lifting columns for the input surface are integrated into the storage cavities for increased stability; leg set bases should not be exposed.
- 2.14. The input support surface legs have integrated anti-collision software to promote user safety, detect obstacles and prevent damage to console or equipment.
- 2.15. The Mercury Standard console has a minimum safety clearance of 1.25" between all moving surfaces, compliant with ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.2.
- 2.16. The position of the input support surface relative to the lifting legs and ancillary enclosures is positioned so as to provide unobstructed knee clearance for users in the seated operating position in accordance with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.1.
- 2.17. The input support surface is controlled using 24 VDC motors.
- 2.18. There are surface-mounted, user-configurable, user-accessible voice and data connections (RJ12, RJ45 USB, 3.5mm Audio) available and accessible from the front of the console.
- 2.19. All moveable components of the console's input support surface and lifting mechanisms are designed and tested to at least 40,000 cycle full range adjustments.

### 3. **Monitor Viewing Support**

- 3.1. The console design includes adjustment of monitors so that the gaze angle to the center of the screen ranges between 15° and 20° below horizontal eye level per ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.3.
- 3.2. The console design can accommodate use of up to (5) 21" widescreen LCD flat panel monitors on a single tier, and up to (10) 21" widescreen LCD flat panel monitors in a stacked configuration and provide independent angle adjustment for each.
- 3.3. The monitor mounting array allows for focal depth adjustment.
- 3.4. Monitor supports are available in both array mount and individually adjustable versions.

### 4. **Support Adjustments**

- 4.1. All mechanical and powered support adjustment mechanisms operate at a speed approximately 1" per second.
- 4.2. Input surface support adjustment mechanisms are controlled through a digital read-out to ensure precise replication for individual users who share a single console workstation.
- 4.3. All mechanical and powered support adjustment controls are mounted in a location that meets ADA standards for accessibility; top mounted adjustment controls will be deemed unacceptable
- 4.4. All mechanical and powered support adjustment mechanisms including "lifting systems" operate quietly with a maximum sound level of 50db.

### 5. **Partition Screens**



- 5.1. Partition and screen frame components are constructed of 14 gauge cold rolled steel for maximum strength and durability.
- 5.2. All steel frame components are bolted together in a minimum of four places to ensure maximum strength and durability.
- 5.3. All steel components are powder coated for lasting durability as opposed to enamel paint which is not sufficiently durable.
- 5.4. All external-facing screen components are available in abrasion resistant fabric covering.
- 5.5. Internal screen components, including tackable core surfaces, are fabricated with materials that contain a minimum of 85% recycled content.
- 5.6. The partitions and screens are integrated into the main body of the furniture.
- 5.7. The screen/partition system sits within the console body's footprint so as to not reduce available open floorspace.
- 5.8. All screen and partition fasteners are completely concealed.
- 5.9. All screen and partition components are field replaceable.
- 5.10. All side and back facing screen and partitions are available in 42", 48", 54" and 60" heights; 36" return screens are also available.
- 5.11. All screen and partitions are available with a shatter-proof 12" acrylic upper section to help maintain sight lines.

## **6. Equipment Enclosures - Console Technology Storage**

- 6.1. Console technology storage enclosures are accessible from both the front and the rear.
- 6.2. Console technology storage enclosures do not attach directly to the primary work surface.
- 6.3. Console technology storage enclosures are available in 24" and 30" heights.
- 6.4. Console technology storage enclosures are available in 30", 42" and 50" widths.
- 6.5. Console technology storage enclosures are available in a 24" depth.
- 6.6. Enclosures are engineered to support stacking storage components atop the units to allow for additional technology storage or personal storage without taking up added floor space.
- 6.7. Console technology storage enclosure rear access doors offer cooling by a minimum of 2 each 50 CFM axial cooling fans.
- 6.8. Console technology storage enclosure front access doors utilize a vented plenum system to draw cool air into the enclosure.
- 6.9. All console technology storage enclosures have an active cooling system to ensure that cabinets are kept at the optimum temperature for peak technology performance.
- 6.10. Console technology storage enclosures have horizontal cable management systems.

## 7. Cable Management Rail

- 7.1. Mercury consoles have a horizontal cable management rail for running cabling from one side of the console to the other.
- 7.2. The wood cable management rails are constructed of 42 lb. density particle board panel with THERMALLY FUSED MELAMINE (THERMALLY FUSED LAMINATE) on both sides.
- 7.3. All steel components within the wood cable management rail are powder coated for durability.
- 7.4. Internal cable management channels can house a minimum of 20 each Cat-6 cables or one each 1" flexible conduit.
- 7.5. Internal cable management channels contain fastening points to prevent unintentional movement and disconnection of cabling during active service.
- 7.6. The wood cable management rail has a locking option to prevent unauthorized personnel access to internal cabling.
- 7.7. The wood cable management rails are available in both single access and dual access configurations to allow maximum flexibility and future reconfiguration.

## 8. Enclosures - Personal Base Storage

- 8.1. Personal base storage enclosures are available in 24" and 30" heights.
- 8.2. Personal base storage enclosures are available in 30", 42" and 50" widths.
- 8.3. Personal base storage enclosures have optional filing storage sized at 20" wide.
- 8.4. Personal base storage enclosures are available in a 24" depth.
- 8.5. Personal base storage enclosures are available in single and dual sided configurations.
- 8.6. Personal base storage enclosures are available in combinations including open-drawer-door, open bookcase, and closed-door configurations.
- 8.7. Enclosures are engineered to support stacking storage components atop the units to allow for additional personal storage without taking up added floor space.

## 9. Enclosures - Personal Stacking Storage

- 9.1. Personal stacking storage enclosures are available in 18", 24" and 30" to correspond with the heights of the partition screens.
- 9.2. Personal stacking storage enclosures are available in 20", 30", 42" and 50" widths.
- 9.3. Personal stacking storage enclosures are available in a 24" depth.
- 9.4. Personal stacking storage enclosures are available in single and dual sided configurations.
- 9.5. Personal stacking storage enclosures are available in combinations including open-drawer-door, open bookcase, and closed-door configurations.

## 10. Enclosures - Stacking Pallets

- 10.1. Stacking pallet enclosures are available in an 8" height.
- 10.2. Stacking pallet enclosures are available in 20", 30", 42" and 50" widths.
- 10.3. Stacking pallet enclosures are available in a 24" depth.
- 10.4. Stacking pallet enclosures are cable ready to allow the placement of electrical components.
- 10.5. Stacking pallet enclosures include at least one grommet pass through and at least one monitor support mounting location.

## 11. Materials

### 11.1. Storage Enclosures

- 11.1.1. Wood parts are constructed of 42 lb. density particle board with THERMALLY FUSED MELAMINE (THERMALLY FUSED LAMINATE) on both sides.
- 11.1.2. Steel parts are manufactured from 14 gauge cold rolled steel for maximum strength and durability.

### 11.2. Surfaces

- 11.2.1. All monitor and input surfaces are 42 lb. density, 1 1/8" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.

### 11.3. Edge Material

- 11.3.1. All storage enclosures, including fixed or mobile pedestals, have edges finished with 1.5mm thick thermoplastic polypropylene extrusion with self-healing properties for maximum durability.
- 11.3.2. All input support surfaces use a 3mm thick thermoplastic polypropylene extrusion edging with self-healing properties for maximum durability.
- 11.3.3. All input surface edging has a minimum 3mm radius on front edge so as to comply with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.4.

### 11.4. Laminates

- 11.4.1. High pressure laminate meets ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate and ASTM D523-89, providing a non-glare matte finish.
- 11.4.2. All monitor and input surfaces are .0625" thickness horizontal grade laminate on the top surface and on the backing sheet, to prevent deflection.
- 11.4.3. Thermally fused laminate meets NEMA LI-1-1998.

### 11.5. Textiles/Fabric

- 11.5.1. All textiles are abrasion resistant to meet ASTM D-3597 MVPTS-198 standard.

11.5.2. All textiles meet flammability requirements in accordance with ASTM E-84 (Tunnel Test) Class A, or 1, and the State of California Technical Bulletin 117 Sec. E (SC-191-53) standards.

11.5.3. All textiles are made from 100% recyclable materials.

#### 11.6. Powdercoat

11.6.1. Powdercoat meets ASTM D3359-09 adhesion standard for durability.

11.6.2. Powdercoat meets PCI #8 Solvent Cure Test for durability.

### 12. Electrical Requirements

12.1. Every console has (2) Power Distribution Units (PDU) units. Each PDU Unit provides (13) NEMA 5-15R outlets and a NEMA 5-20P input. PDU unit includes a 15 foot cord. PDU's are UL listed and CSA rated.

12.2. The total power draw for an individual console does not exceed 13.3 amps; this includes the console lifting system and all environmental controls.

### 13. Wire and Cable Management

13.1. The console includes two cable access drops with energy chains for vertical cable management from the input support surface to the equipment enclosures.

13.2. A quick connect user-accessible interface with accommodations for up to 10 configurable ports are available and includes ports, jacks and cables for: USB-A, RJ45, RJ11/12, and 3.5mm stereo audio connection kits; the quick connect interface also provides cable management for the equipment it serves.

13.3. The console infrastructure supports cable management from the user's position to the CPUs inside the console.

13.4. The console has a horizontal cable raceway for unencumbered and easily serviceable runs.

13.5. The console has a horizontal cable raceway that is easily accessible and allows drop-in cable runs to accommodate easy technology updates and service access.

### 14. Environmental Control System

#### 14.1. Single Point Interface for Environmental Settings Only

14.1.1 An option for a Single Point Interface unit to control all environmental settings (task light dimming, task light on/off, heating and air distribution) are available.

14.1.2. Single Point Interface is mobile in design allowing the individual user to place the unit anywhere on the input or monitor work surfaces at any time.

#### 14.2. Single Point Interface for Environmental Settings and Console Height Adjustments

14.2.1. An option for a Single Point Interface unit that controls monitor and input surface height adjustments in addition to all environmental settings (task light dimming, task light on/of, heating controls, and air distribution) is available.

14.2.2. Height for both the monitor and input surfaces includes separate digital read-outs to ensure total replication of console positioning for all employees. Digital readout for monitor surface displays inches from the floor.

14.2.3. Single Point Interface is mobile in design allowing the individual user to place the unit anywhere on the input or monitor work surfaces at any time.

#### 14.3. ADA Compliance

14.3.1. System includes electronic adjustment controls located within reach of a wheelchair to meet ADA requirements.

#### 14.4. Air Distribution

14.4.1. System offers a scalable design from 1 to 3 fans for circulating filtered air.

14.4.2. Fans are mobile in design allowing the individual user to place the fans anywhere on the input or monitor work surfaces at any time, providing maximum individualized control.

14.4.3. Fan filters are washable and user replaceable.

#### 14.5. Lighting Levels

14.5.1. System provides 2 task light dimming outlets rated at 100 watts per outlet.

14.5.2. System provides 2 task light on/off outlets rated for 100 watts per outlet.

#### 14.6. Radiant Heat Levels

14.6.1. System provides 1 outlet for a radiant heat accessory rated for 200 watts.

#### 14.7. Activity Sensor

14.7.1. An option of power management through an activity sensor are available. The activity sensor will turn off all environmental systems after 15 minutes of inactivity. Upon detection motion, activity sensor will reactive and return to previous settings.

#### 14.8. Power Requirements

14.8.1. 115 VAC, 60Hz

14.8.2. 15 ft. power cord with 3-prong plug

14.8.3. 0.3 amperes minimum draw, 6.0 amperes maximum draw

14.8.4. 0.3 amperes maximum fan draw (per fan)

14.8.5. UL listed, CSA certified, FCC certified

#### 14.9. Radiant Heat Accessories

- 14.9.1. Heated Foot Rest
- 14.9.2. Heated Floor Mat
- 14.9.3. Heated Panel

#### 14.10. Foot Rest

- 14.10.1. An option for an adjustable footrest is available. Footrests are offered in a non-heated option and a radiant heat option.

#### 14.11. LED Task Lighting

- 14.11.1. Feature a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for maximum light control.
- 14.11.2. Are mountable to the monitor surface or extensions and bridges using a grommet or back flush mount.
- 14.11.3. Provide approximately 50,000 hours of lamp life.
- 14.11.4. Color temperature does exceed 3,500K.
- 14.11.5. Is dimmable using an optional integrated single point interface.

### 15. Mercury Standard Console Product Certifications

- 15.1. ANSI/BIFMA X5.5-2008, Desk Products
- 15.2. ANSI/BIFMA Furniture Emissions Standard M7.1 and e-3-2014e
- 15.3. SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0



**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Space Planning & Design

Primary Proposal  
Mercury Pro Consoles



# Mercury Pro



Designed for peak, technical performance that's built to last, Mercury Pro Consoles enhance end-user health and performance, and will effortlessly endure the rigors of 24/7 environments for years to come – all while covered under the industry's strongest standard warranty.

## Why choose Pro?

- Mercury Pro's expert design keeps everything within arm's reach, including the full suite of environmental, ergonomic, and monitor height controls.
- With easy-access tech bays, active-cooling fans for robust tech systems, and high-capacity easily accessible cabling, Mercury Pro is an IT Specialist's dream come true.
- With a steel lifting system that has been tested through 40,000 full cycles, a welded steel frame, and commercial grade, engineered wood board cabinets, this console is both a durable solution and a smart, long-term investment.



# Mercury Pro - Features



## ① Accessories

Tackable, fabric privacy screens allow for personalization while diminishing noise transmission. Optional acrylic screen toppers help maintain worker health while maintaining critical sightlines. Include the Mercury Status Light to allow individuals to see their neighbor's status, and for supervisors to better observe stations.

## ② In-Dash Data Ports

Up to 20 technology ports can be installed including but not limited to cat6, stereo, and USB, and are organized using various integrated cable management solutions. The optional power receptacle makes charging easy for personal devices on the worksurface.

## ③ Tech Bridge

The technology bridge is the space efficient solution for your technology needs, with capacity to house up to 5 small to mid-sized PCs. Or option the cable bridge with dedicated cable channels for power and low-voltage cables.

## ④ The Hub

Hub cabinets allow for dedicated power and data entry points as well as integrated channel-based cable management for optimized organization.

## ⑤ Integrated Environment Controls

Desktop-cooling fans, dimmable ambient and task lighting, and forced-air heating are all easily controlled by an in-dash user interface.

## ⑥ Worksurface Depth Adjustment

Control monitor depth using release levers beneath desktop, which easily adjusts the horizontal position of the entire worksurface.

## ⑦ Height Adjustment & Wellness

The entire worksurface and monitor array can be adjusted from sitting height to a standing height of 50.8". The adjustment switch includes a programable calorie counter, which can remind dispatchers to move during their shifts and report on overall activity.

## ⑧ Rear Dash Power Module

Two modules per console provide power to monitors, with each concealed beneath access panels to keep cabling clean and tidy.

## ⑨ Monitor Cable Management

End-to-end cable management keeps critical video and power cables aligned while the monitor array is adjusted.

## ⑩ Steel Lifting Columns

Durable steel lifting columns provide up to 26" of sit-to-stand height adjustability and have a robust equipment weight capacity.

## ⑪ Stackable Storage

Keep clutter and distraction away from mission-critical and control center environments by utilizing stackable storage – which maximizes use of space and doesn't take up extra square-footage.



Qty. 3 - Mercury Pro 78" Consoles - 42" Tack Screens with 12" Tinted Acrylic (54"

Project Moberly Police Dept

Moberly

MO

MoberlyPD MO.02.cmdrw



Sales Rep:

Dick Buss

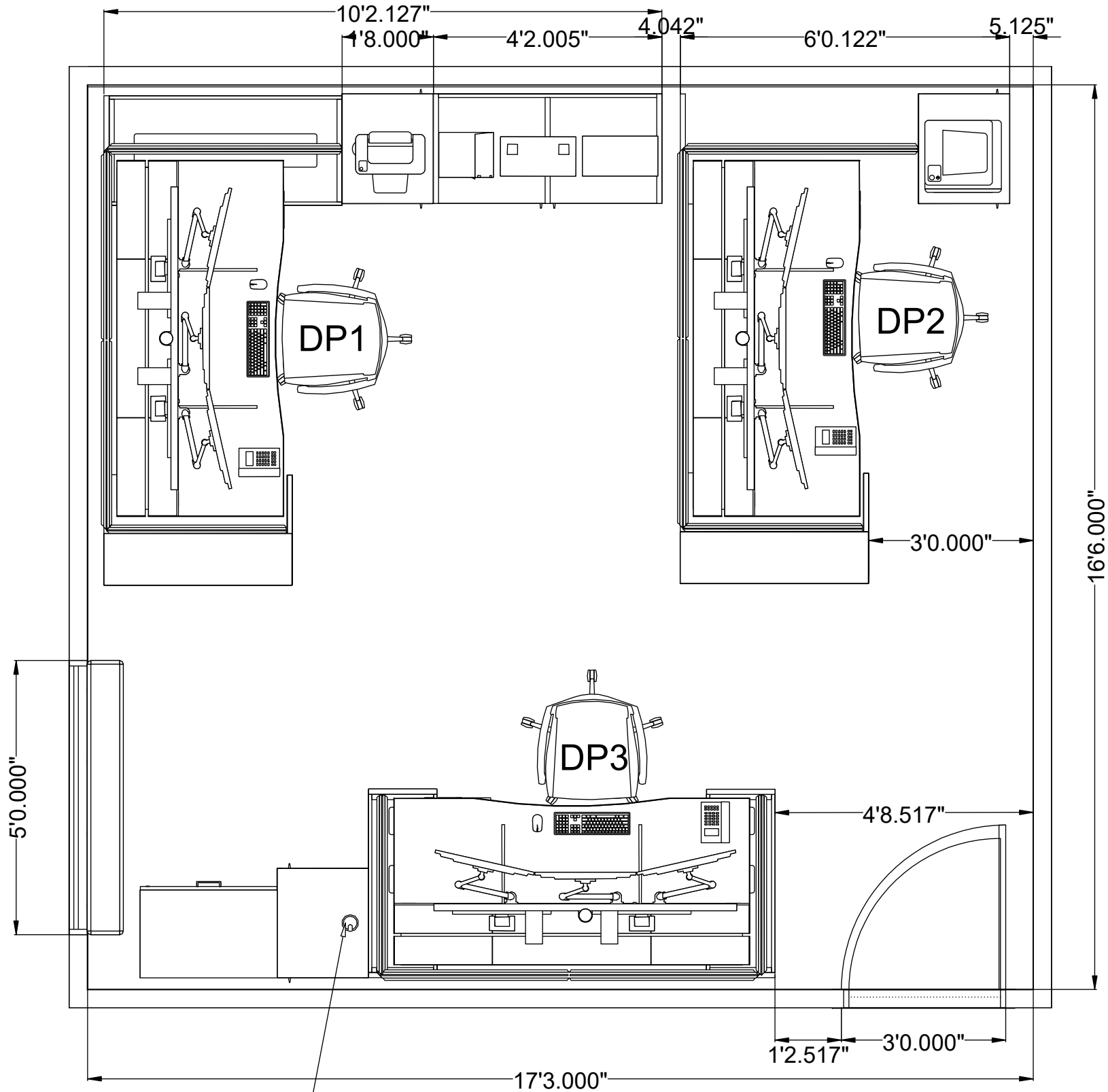
Account Manager:

Jenny Robinson

Project Designer:

T123

REV 00: MES 6/6/2019  
Preliminary Drawings  
REV 01: MES  
07/01/2021 Update  
Blocks  
REV 02: JLR 02/07/2023  
Quote



Field Installed Grommet From  
Hub To Tech Base

Scale~1:29

CP 01  
Full Room 2D

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.  
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing  
accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

388

Date

Title

26246 Twelve Trees Lane NW  
Poulsbo, WA 98370  
www.watsondispatch.com  
800.426.1202 360.394.1300  
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Qty. 3 - Mercury Pro 78" Consoles - 42" Tack Screens with 12" Tinted Acrylic

Project Moberly Police Dept

Moberly

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Full Room 3D  
Color



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Qty. 3 - Mercury Pro 78" Consoles - 42" Tack Screens with 12" Tinted Acrylic

Project Moberly Police Dept

Moberly MO

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Dick Buss

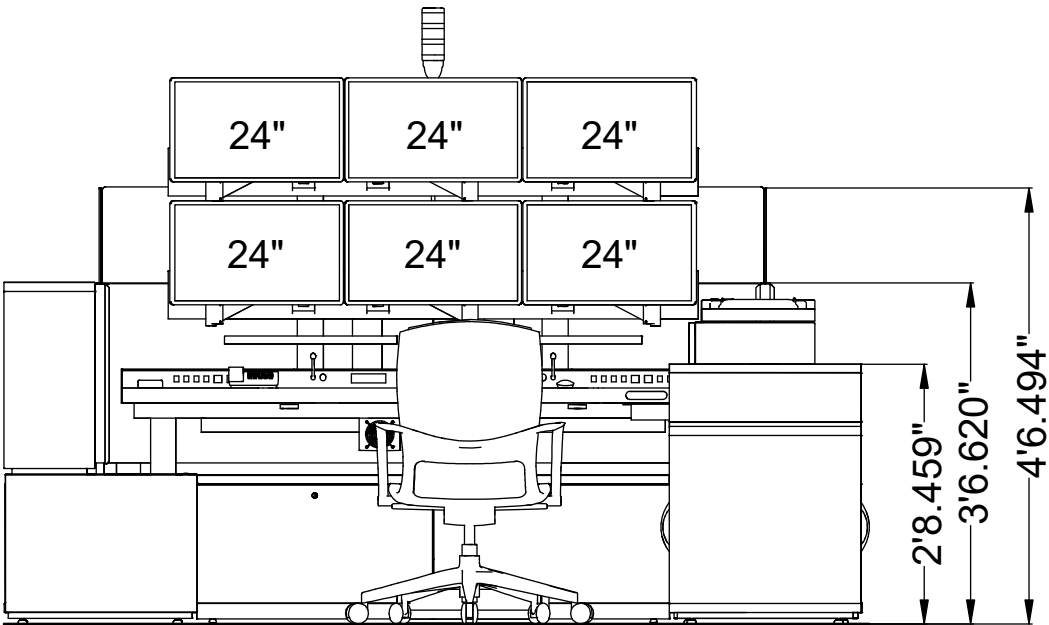
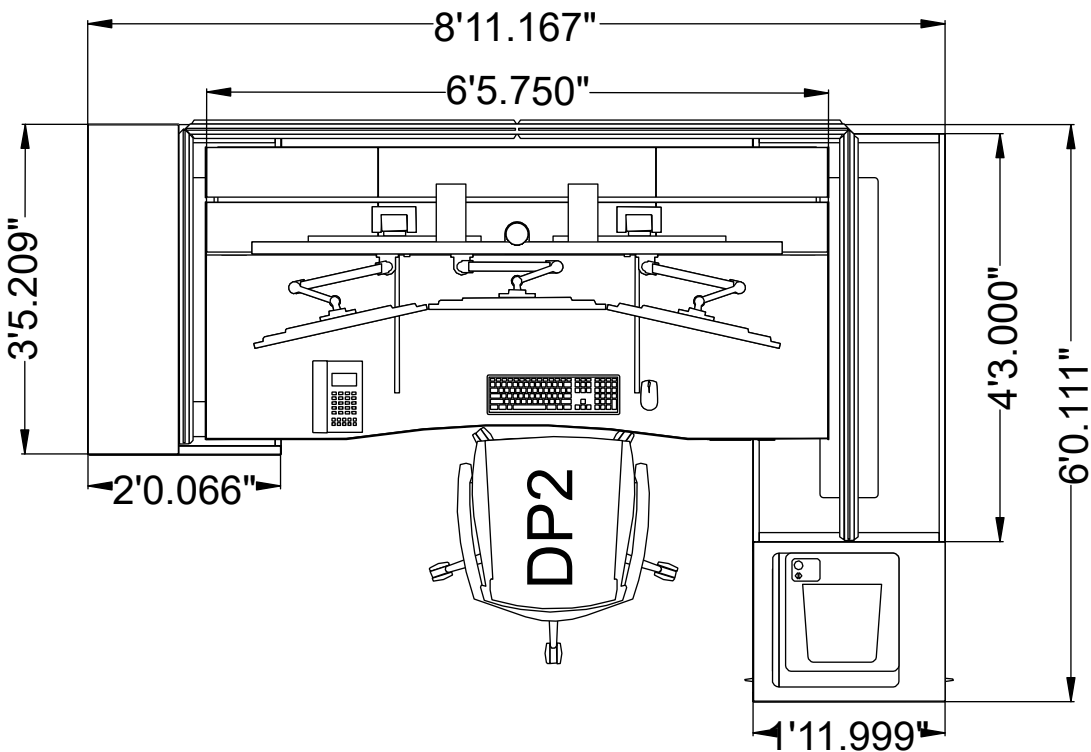
Project Manager:

Jenny Robinson

Project Designer:

T123

REV 00: MES 6/6/2019  
Preliminary Drawings  
REV 01: MES  
07/01/2021 Update  
Blocks  
REV 02: JLR 02/07/2023  
Quote



Scale1/2" = 1'

Scale1/2" = 1'

CP 01  
Typical A

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

392

Date

Title

26246 Twelve Trees Lane NW  
Poulsbo, WA 98370  
www.watsondispatch.com  
800.426.1202 360.394.1300  
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**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Space Planning & Design

Alternate Proposal  
Mercury Standard Consoles



# Mercury Standard



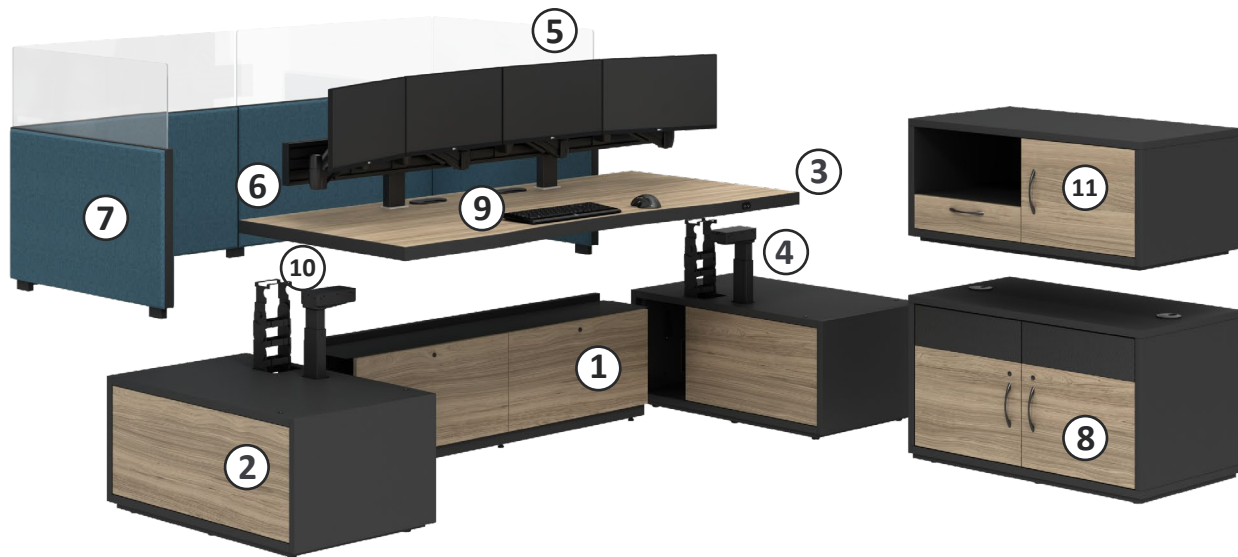
Mercury Standard is the ideal console solution for any application and is built to withstand and enhance performance in high-focus, 24/7 environments.

## Why Choose Standard?

- Combines robust, premium materials with expert craft and machining to ensure your console will last for years to come.
- Modular build makes technology and personal storage components easy to add and move as the needs of a space change over time.
- Superior, high-capacity cable management keeps everything organized, and easy to use.
- IT professionals have easy access to cables and technology making maintenance and repairs easy.
- Provides shared and personal storage, as well as easy-to-reach controls.
- Excels across the board in fire safety, BIFMA durability, R-56 compliance, FCC, ASTM E84, and CA TB 117.



# Mercury Standard - Features



## ① Tech Bridge

The technology bridge is the space efficient solution for your technology needs, with capacity to house up to 5 small to mid-sized PCs. Or option the cable bridge with dedicated cable channels for power and low-voltage cables.

## ② The Hub

Hub cabinets allow for dedicated power and data entry points as well as integrated channel-based cable management for optimized organization.

## ③ Height Adjustable Worksurface

The worksurface can be electronically adjusted from sitting to standing height using the embedded switch, optimizing ergonomic functionality, keeping workers healthy and comfortable.

## ④ Steel Lifting Columns

Durable steel lifting columns provide up to 26" of sit-to-stand height adjustability and have a robust equipment weight capacity.

## ⑤ High-Capacity Monitor Array

A powerful slat-rail holds adjustable monitor arms and accommodates a variety of configurations including large-format monitors up to 55". Conveniently mount status light indicators, task lighting, small format PCs, and work tools.

## ⑥ Monitor Cable Management

End-to-end cable management keeps critical video and power cables aligned while the monitor array is adjusted.

## ⑦ Accessories

Include the Mercury Status Lights to allow individuals to see their neighbor's status, and for supervisors to better observe stations. Tackable, fabric privacy screens allow for personalization while diminishing noise transmission. Optional acrylic screen toppers help maintain worker health while maintaining critical sightlines.

## ⑧ Modular Tech Cabinets

Outboard technology cabinets utilize axial fans to include axial fans to provide active cooling, ultimately extending technology lifespan, and making access easy for IT teams.

## ⑨ Optional Environment Controls

Heating and cooling is easily adjustable using an in-dash user interface.

## ⑩ Steel Frame

Our precision-constructed, fusion welded steel frame is guaranteed to last and provide ultimate structural stability.

## ⑪ Storage

Keep clutter and distraction away from mission-critical and control center environments by utilizing stackable storage – which maximizes use of space and doesn't take up extra square-footage.



Acrylic (54" AFF)

Project Moberly Police Dept

Moberly

MO

MoberlyPD MO.02.cmdrw



Sales Rep:

Dick Buss

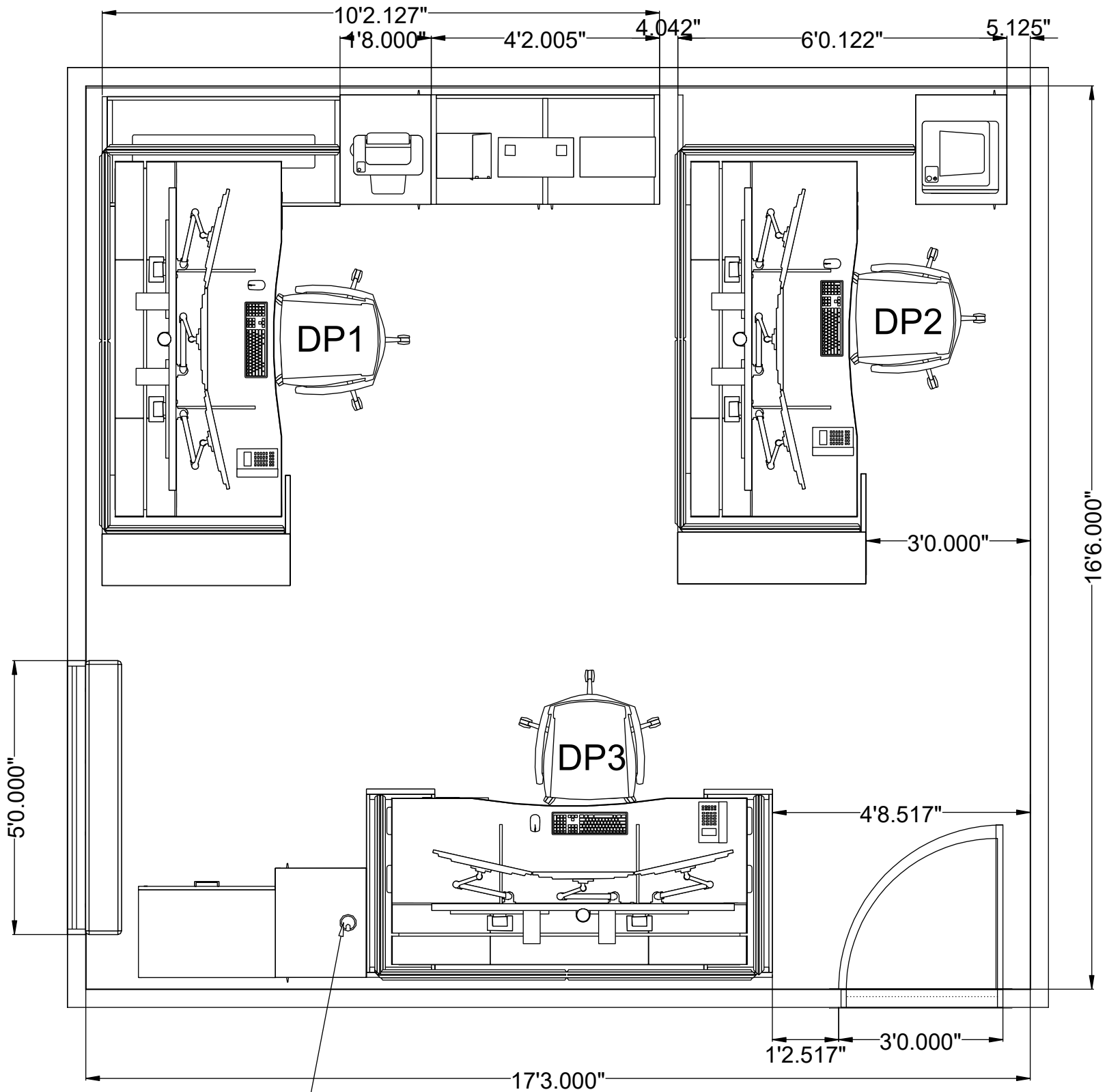
Account Manager:

Jenny Robinson

Project Designer:

T123

REV 00: MES 6/6/2019  
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Quote



Field Installed Grommet From  
Hub To Tech Base

Scale~1:29

CP 02  
Full Room 2D

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.  
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Approved By:

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Acrylic (54" AFF)

Project Moberly Police Dept

Moberly

MO

MoberlyPD MO.02.cmdrw



Sales Rep:

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CP 02  
Full Room 3D  
Color



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Acrylic (54" AFF)

Project Moberly Police Dept

Moberly

MO

MoberlyPD MO.02.cmdrw



Sales Rep:

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Account Manager:

Jenny Robinson

Project Designer:

T23

REV 00: MES 6/6/2019

Preliminary Drawings

REV 01: MES

07/01/2021 Update

Blocks

REV 02: JLR 02/07/2023

Quote

CP 02  
Full Room 3D  
Color

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Acrylic (54" AFF)

Project Moberly Police Dept

Moberly

MO

MoberlyPD MO.02.cmdrw



Sales Rep:

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Account Manager:

Jenny Robinson

Project Designer:

T23

REV 00: MES 6/6/2019  
Preliminary Drawings  
REV 01: MES  
07/01/2021 Update  
Blocks  
REV 02: JLR 02/07/2023  
Quote



CP 02  
Full Room 3D  
Contour

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Acrylic (54" AFF)

Project Moberly Police Dept

Moberly

MO

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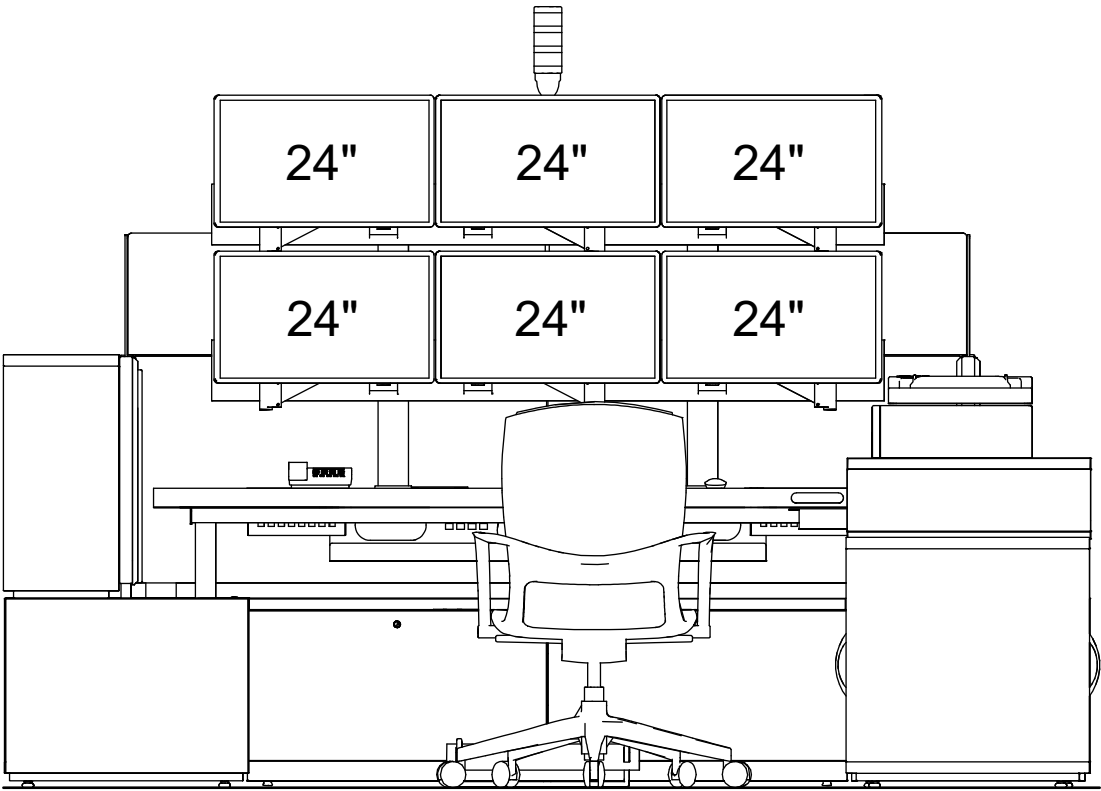
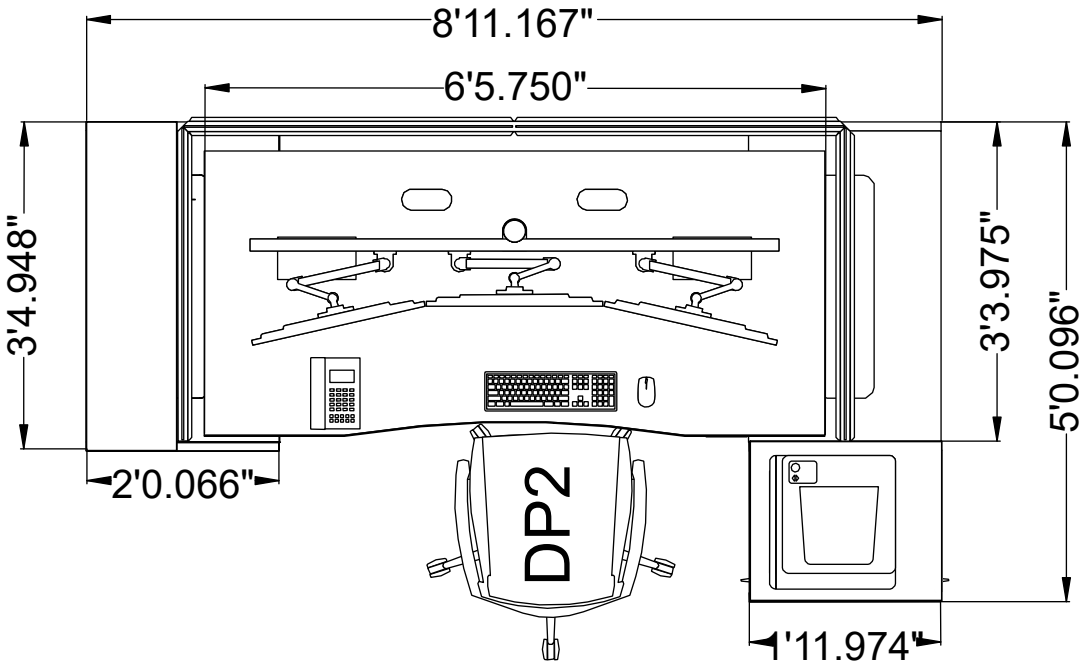
Project Manager:

Jenny Robinson

Project Designer:

T123

REV 00: MES 6/6/2019  
Preliminary Drawings  
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07/01/2021 Update  
Blocks  
REV 02: JLR 02/07/2023  
Quote



Scale~1/2" = 1'

Scale~1:19

CP 02  
Typical H

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

400

Date

Title

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**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Pricing Proposal

## Primary & Alternate



# Pricing Summary – Primary Proposal

## Mercury Pro Linear Consoles

### Mandatory Elements

| Description   | Units | Unit Cost         | Total Cost         |
|---|-------|-------------------|--------------------|
| Sit to Stand Workstations   | 3     | \$16,224.94       | \$48,674.81        |
| Integrated Monitor Mount (per workstation)  | 3     | Included in Above |                    |
| Interior Cavity Ventilation (per workstation)                                     | 3     | Included in Above |                    |
| 25' Extension Cables for Monitor (5 per workstation - Mouse extension integrated) | 15    | \$36.00           | \$540.00           |
| Shipping  | 1     |                   | \$5,394.97         |
| Installation Services   | 1     |                   | \$14,400.00        |
| Breakdown & Removal of Existing Furniture   | 1     |                   | \$2,400.00         |
| <b>TOTALS</b>   |       |                   | <b>\$71,409.78</b> |

### Optional Elements

| Description                                | Units | Unit Cost                    | Total Cost |
|--|-------|------------------------------|------------|
| Performance Bond                           | 1     | \$3,000.00                   |            |
| Interior Cavity Lighting (per workstation) | 1     | \$362.25                     |            |
| Cooling Capability (per workstation)       | 1     | \$1,467.00                   |            |
| Heating Capability (per workstation)       | 1     | Included in Above            |            |
| Task Lighting (per workstation)            | 1     | Included in Above            |            |
| Foot Rests (per workstation)               | 1     | \$94.50                      |            |
| Wrist Rests (per workstation)              | 1     | Not Available                |            |
| Call Status Indicator Light                | 1     | \$787.50                     |            |
| Workstation Accent Lighting                | 1     | \$285.75                     |            |
| Shared Storage Solutions                   | 1     | See Optional Pricing Details |            |
| Seating (24x7 Operator Seating)            | 3     | \$1,446.71                   | \$4,340.13 |



**Moberly Police Dept****Contact:** Bobbie Smith**Phone:** 6602630346**Email:** bsmith@moberlypd.com**Watson Factory Rep Firm:** DICK BUSS & ASSOCIATES**Sales Person:** Dick Buss**Phone:** 6089872100

CONSOLE PLAN 01 - (3) MERCURY PRO CONSOLES - 78" WIDE

Each Position Includes:

42" High Screens w/ 12" High Tinted Acrylic (54" Total Height)

Electronically Height Adjustable Worksurface with Manual Focal Depth Adjustment

Electronically Height Adjustable Monitor Array with Focal Depth Adjustable Monitor Arms - Configuration Per Drawings

Technology Cabinet with Adjustable Shelf &amp; Active Ventilation to Accommodate (2) PCs

Technology Bridge With Active Ventilation Accommodate (3) Small Format PC's - NO taller than 15"

Grounding Bar Kit

(2) Speaker Brackets - Array Mounted

(1) Headset Adapter Bracket

In-Dash 110V AC Power Outlets

Optional Below:

Storage: Personal Pallet Storage - Open, End Storage Open, Shared Personal Base, Lateral File

Status Light - Red/Yellow/Green - Slat Rail Mount

Environment Control Package - Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting &amp; Dimmable LED Task Lighting

Footrest

Seating

(12) Technology Ports: (6) USB-A, (2) CAT6/RJ45, (2) 3.5mm, (1) RJ11/RJ12 &amp; (1) USB Charger

Installation based on empty room, one trip, 1st floor with no prevailing wage or union requirements.

\*\*Tax is included but will be removed with proof of exemption provided at time of order\*\*

**MATERIAL SURCHARGE: Watson has implemented a materials surcharge on orders received after May 1, 2022 . This charge is 5% of net and will be noted on your acknowledgement. Thank you for your understanding during this turbulent supply and transportation era.**

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs, platforms, rails etc are for representational purposes only.
4. Customer is responsible for verification of room dimensions.
5. Completed Order consists of a signed Contract or Purchase Order and completed Final Signoff package
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
7. Pricing will be valid for four (4) months after receipt of Purchase Order.
8. Lead time based on product type and order size. Check with your sales associate upon ordering.

**Quote Date** 2/17/2023 **Expiration Date** 5/17/2023

Watson Account Manager: Lisa Dotterweich

www.watsonconsoles.com

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P 403 d By:

360.394.1300

# Bill of Material

Project: Moberly Police Dept



## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

| #                    | Qty | Part Number    | Description  | Sell       | Ext. Sell          |
|----------------------|-----|----------------|--|------------|--------------------|
| <b>Main 01</b>       |     |                |  |            |                    |
| 1                    | 15  | 0000388        | CABLE,HDMI,W/ETHERNET,25' (EA)   | \$36.00    | \$540.00           |
| 2                    | 1   | DAGR           | GROMMETS - SET OF FIVE   | \$24.75    | \$24.75            |
| 3                    | 1   | HD6H153918L-N  | MERCURY PRO HUB, 15"D x 39"W x 18"H, LEFT HAND, NO GROMMET   | \$1,809.00 | \$1,809.00         |
| 4                    | 1   | HD6H153918R-N  | MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET  | \$1,809.00 | \$1,809.00         |
| 5                    | 2   | HD6H243918L-N  | MERCURY PRO HUB, 24"D x 39"W x 18"H, LEFT HAND, NO GROMMET   | \$1,894.50 | \$3,789.00         |
| 6                    | 2   | HD6H245118R-G  | MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, WITH GROMMET  | \$2,094.75 | \$4,189.50         |
| 7                    | 3   | HD6W3678D      | MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 78"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY | \$4,122.00 | \$12,366.00        |
| 8                    | 2   | HG6TS78G       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, WITH GROMMET                         | \$632.25   | \$1,264.50         |
| 9                    | 1   | HG6TS78N       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, NO GROMMET                           | \$607.50   | \$607.50           |
| 10                   | 6   | HGA            | MERCURY ARRAY  | \$1,147.50 | \$6,885.00         |
| 11                   | 1   | HGBS1518D-L    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND   | \$49.50    | \$49.50            |
| 12                   | 1   | HGBS1518D-R    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND  | \$49.50    | \$49.50            |
| 13                   | 1   | HGBS2418D-L    | MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND   | \$72.00    | \$72.00            |
| 14                   | 1   | HGBS2418D-R    | MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND  | \$72.00    | \$72.00            |
| 15                   | 1   | HGBS2418S-L    | MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND   | \$72.00    | \$72.00            |
| 16                   | 1   | HGBS2418S-R    | MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND  | \$72.00    | \$72.00            |
| 17                   | 3   | HGSOCBKT42L    | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00    | \$81.00            |
| 18                   | 3   | HGSOCBKT42R    | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00    | \$81.00            |
| 19                   | 2   | HGSR3954FAS    | MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 39"W X 54"H,   | \$720.00   | \$1,440.00         |
| 20                   | 2   | HGSR5154FAS    | MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 51"W X 54"H,   | \$751.50   | \$1,503.00         |
| 21                   | 2   | HGSRE3954FAS   | MERCURY RETURN SCREEN, SINGLE FABRIC PANEL AND TINTED ACRYLIC, 39"W x 54"H                               | \$589.50   | \$1,179.00         |
| 22                   | 3   | HGSS7854FAS    | MERCURY SPINE SCREEN, FABRIC AND TINTED ACRYLIC, 78"W X 54"H,  | \$1,179.00 | \$3,537.00         |
| 23                   | 3   | HGTB242024R    | MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, RIGHT HAND  | \$1,107.00 | \$3,321.00         |
| 24                   | 2   | HHC1518        | MERCURY HUB COVER, 15"D x 18"H   | \$36.00    | \$72.00            |
| 25                   | 2   | HHC2418        | MERCURY HUB COVER, 24"D x 18"H   | \$40.50    | \$81.00            |
| 26                   | 3   | TXX4X6GROUND   | MERCURY, GROUND BAR KIT 4" X 6"  | \$94.50    | \$283.50           |
| 27                   | 6   | TXXSPKBKT      | SPEAKER BRACKET, ARRAY MOUNT   | \$22.50    | \$135.00           |
| 28                   | 3   | TXXTECHAUDBKT  | HEADSET JACK MOUNT BKT, BLACK  | \$49.50    | \$148.50           |
| 29                   | 2   | TXXTECHAUDIO25 | TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft                                       | \$25.00    | \$50.00            |
|                      | 4   | TXXTECHAUDIO25 | TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft                                       | \$25.00    | \$100.00           |
| 30                   | 2   | TXXTECHDATA25  | TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft                                | \$45.00    | \$90.00            |
|                      | 4   | TXXTECHDATA25  | TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft                                | \$45.00    | \$180.00           |
| 31                   | 1   | TXXTECHPH25    | TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft   | \$20.00    | \$20.00            |
|                      | 2   | TXXTECHPH25    | TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft   | \$20.00    | \$40.00            |
| 32                   | 1   | TXXTECHUSB-CHG | TECH LINK, USB CHARGER INSERT  | \$100.00   | \$100.00           |
|                      | 2   | TXXTECHUSB-CHG | TECH LINK, USB CHARGER INSERT  | \$100.00   | \$200.00           |
| 33                   | 6   | TXXTECHUSB15   | TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft                         | \$30.00    | \$180.00           |
|                      | 12  | TXXTECHUSB15   | TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft                         | \$30.00    | \$360.00           |
| 34                   | 1   | WAKEY-STD      | MASTER KEY, STANDARD LOCK (082000)   | \$18.00    | \$18.00            |
| <b>Total Main 01</b> |     |                |  |            | <b>\$46,871.25</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Subtotal Product</b>  | <b>\$46,871.25</b> |
| Material Surcharge (5 %) | \$2,343.56         |
| Install                  | \$14,400.00        |
| Breakdown and Removal    | \$2,400.00         |
| Freight                  | \$5,394.97         |

# Bill of Material

Project: Moberly Police Dept



## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

| # | Qty | Part Number | Description | Sell  | Ext. Sell   |
|---|-----|-------------|-------------|-------|-------------|
|   |     |             |             | Total | \$71,409.78 |

# Bill of Material

Project: Moberly Police Dept



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Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

| #                             | Qty | Part Number    | Description  | Sell       | Ext. Sell          |
|-------------------------------|-----|----------------|--|------------|--------------------|
| <b>Main 01 Optional</b>       |     |                |  |            |                    |
| 1                             | 3   | HAENVCON       | MERCURY ENVIRONMENT CONTROL, RETROFIT FOR MERCURY PRO                    | \$1,467.00 | \$4,401.00         |
| 2                             | 2   | HGESSO3942S    | MERCURY END STACKER STORAGE, OPEN, 11.375"D X 39"W X 42"H, SINGLE        | \$378.00   | \$756.00           |
| 3                             | 1   | HGPBDP245024R  | MERCURY PERSONAL BASE, DOOR PAIR, 24"D x 50"W x 24"H, RIGHT HAND         | \$940.50   | \$940.50           |
| 4                             | 2   | HGPPO24208R    | MERCURY PERSONAL PALLET, OPEN, 24"D x 20"W x 8"H, RIGHT HAND             | \$324.00   | \$648.00           |
| 5                             | 1   | HGPPO24508R    | MERCURY PERSONAL PALLET, OPEN, 24"D x 50"W x 8"H, RIGHT HAND             | \$648.00   | \$648.00           |
| 6                             | 3   | TXXFR          | FOOT REST  | \$94.50    | \$283.50           |
| 7                             | 3   | TXXSTATUS-3LPS | STATUS LIGHT R/Y/G WITH POWER SUPPLY                                     | \$787.50   | \$2,362.50         |
| 8                             | 3   | VEND-PROD      | 3142r1 High Back Black Staccato C-Loop Arms, Standard Base, 60MM casters | \$1,446.71 | \$4,340.13         |
| 9                             | 1   | ZS2LF203026    | ZO STORAGE, 2 LATERAL, 20"D X 30"W X 26"H                                | \$828.00   | \$828.00           |
| <b>Total Main 01 Optional</b> |     |                |  |            | <b>\$15,207.63</b> |

**Subtotal Product**    **\$15,207.63**  
Material Surcharge (5 %)    \$760.38  
**Total**    **\$15,968.01**

# Pricing Summary – Alternate Proposal

## Mercury Standard Linear Consoles

### Mandatory Elements

| Description   | Units | Unit Cost         | Total Cost         |
|---|-------|-------------------|--------------------|
| Sit to Stand Workstations   | 3     | \$13,255.54       | \$39,766.61        |
| Integrated Monitor Mount (per workstation)  | 3     | Included in Above |                    |
| Interior Cavity Ventilation (per workstation)                                     | 3     | Included in Above |                    |
| 25' Extension Cables for Monitor (5 per workstation - Mouse extension integrated) | 15    | \$36.00           | \$540.00           |
| Shipping  | 1     |                   | \$5,394.97         |
| Installation Services   | 1     |                   | \$12,800.00        |
| Breakdown & Removal of Existing Furniture   | 1     |                   | \$2,400.00         |
| <b>TOTALS</b>   |       |                   | <b>\$60,901.58</b> |

### Optional Elements

| Description                                | Units | Unit Cost                    | Total Cost |
|--|-------|------------------------------|------------|
| Performance Bond                           | 1     | \$3,000.00                   |            |
| Interior Cavity Lighting (per workstation) | 1     | \$362.25                     |            |
| Cooling Capability (per workstation)       | 1     | \$1831.50                    |            |
| Heating Capability (per workstation)       | 1     | Included in Above            |            |
| Task Lighting (per workstation)            | 1     | Included in Above            |            |
| Foot Rests (per workstation)               | 1     | \$94.50                      |            |
| Wrist Rests (per workstation)              | 1     | Not Available                |            |
| Call Status Indicator Light                | 1     | \$787.50                     |            |
| Workstation Accent Lighting                | 1     | \$285.75                     |            |
| Shared Storage Solutions                   | 1     | See Optional Pricing Details |            |
| Seating (24x7 Operator Seating)            | 3     | \$1,446.71                   | \$4,340.13 |

**Moberly Police Dept****Contact:** Bobbie Smith**Phone:** 6602630346**Email:** bsmith@moberlypd.com**Watson Factory Rep Firm:** DICK BUSS & ASSOCIATES**Sales Person:** Dick Buss**Phone:** 6089872100

CONSOLE PLAN 01 - (3) MERCURY STANDARD CONSOLES - 78" WIDE

Each Position Includes:

42" High Screens w/ 12" High Tinted Acrylic (54" Total Height)

Electronically Height Adjustable Worksurface with Techlink

Stationary Monitor Array with Individually Adjustable Monitor Arms - Configuration Per Drawings

Technology Cabinet with Pull Out Shelf &amp; Active Ventilation to Accommodate (2) PCs

Technology Bridge With Active Ventilation Accommodate (3) Small Format PC's - NO taller than 15"

Grounding Bar Kit

(2) Speaker Brackets - Array Mounted

(1) Headset Adapter Bracket

Optional Below:

Storage: Personal Pallet Storage - Open, End Storage Open, Shared Personal Base, Lateral File

Status Light - Red/Yellow/Green - Slat Rail Mount

Environment Control Package - Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting &amp; Dimmable LED Task Lighting

Footrest

Seating

(12) Technology Ports: (6) USB-A, (2) CAT6/RJ45, (2) 3.5mm, (1) RJ11/RJ12 &amp; (1) USB Charger

Installation based on empty room, one trip, 1st floor with no prevailing wage or union requirements.

\*\*Tax is included but will be removed with proof of exemption provided at time of order\*\*

**MATERIAL SURCHARGE: Watson has implemented a materials surcharge on orders received after May 1, 2022 . This charge is 5% of net and will be noted on your acknowledgement. Thank you for your understanding during this turbulent supply and transportation era.**

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs, platforms, rails etc are for representational purposes only.
4. Customer is responsible for verification of room dimensions.
5. Completed Order consists of a signed Contract or Purchase Order and completed Final Signoff package
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
7. Pricing will be valid for four (4) months after receipt of Purchase Order.
8. Lead time based on product type and order size. Check with your sales associate upon ordering.

**Quote Date** 2/17/2023 **Expiration Date** 5/17/2023

Watson Account Manager: Lisa Dotterweich

www.watsonconsoles.com

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P 408 d By:

360.394.1300



# Bill of Material

Project: Moberly Police Dept



## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

| #                    | Qty | Part Number    | Description  | Sell       | Ext. Sell          |
|----------------------|-----|----------------|--|------------|--------------------|
| <b>Main 02</b>       |     |                |  |            |                    |
| 1                    | 15  | 0000388        | CABLE,HDMI,W/ETHERNET,25' (EA)   | \$36.00    | \$540.00           |
| 2                    | 1   | DAGR           | GROMMETS - SET OF FIVE   | \$24.75    | \$24.75            |
| 3                    | 1   | HC6H153918L-N  | MERCURY STANDARD HUB, 15"D x 39"W x 18"H, LEFT HAND, NO GROMMET                            | \$1,098.00 | \$1,098.00         |
| 4                    | 1   | HC6H153918R-N  | MERCURY STANDARD HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET                           | \$1,098.00 | \$1,098.00         |
| 5                    | 2   | HC6H243918L-N  | MERCURY STANDARD HUB, 24"D x 39"W x 18"H, LEFT HAND, NO GROMMET                            | \$1,197.00 | \$2,394.00         |
| 6                    | 2   | HC6H243918R-G  | MERCURY STANDARD HUB, 24"D x 39"W x 18"H, RIGHT HAND, WITH GROMMET                         | \$1,221.75 | \$2,443.50         |
| 7                    | 3   | HC6W3678C      | MERCURY STANDARD WORKSURFACE, 36"D x 78" W, WITH CONTOUR EDGE, WITH COMBO TECHLINK + POWER | \$2,092.50 | \$6,277.50         |
| 8                    | 2   | HG6TS78G       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, WITH GROMMET           | \$632.25   | \$1,264.50         |
| 9                    | 1   | HG6TS78N       | MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, NO GROMMET             | \$607.50   | \$607.50           |
| 10                   | 6   | HGA            | MERCURY ARRAY  | \$1,147.50 | \$6,885.00         |
| 11                   | 1   | HGBS1518D-L    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND   | \$49.50    | \$49.50            |
| 12                   | 1   | HGBS1518D-R    | MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND  | \$49.50    | \$49.50            |
| 13                   | 1   | HGBS2418D-L    | MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND   | \$72.00    | \$72.00            |
| 14                   | 1   | HGBS2418D-R    | MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND  | \$72.00    | \$72.00            |
| 15                   | 1   | HGBS2418S-L    | MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND                                       | \$72.00    | \$72.00            |
| 16                   | 1   | HGBS2418S-R    | MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND                                      | \$72.00    | \$72.00            |
| 17                   | 3   | HGSOCBKT42L    | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00    | \$81.00            |
| 18                   | 3   | HGSOCBKT42R    | MERCURY OUTSIDE CORNER BRACKET, 42"H   | \$27.00    | \$81.00            |
| 19                   | 4   | HGSR3954FAS    | MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 39"W X 54"H,                             | \$720.00   | \$2,880.00         |
| 20                   | 2   | HGSRE3954FAS   | MERCURY RETURN SCREEN, SINGLE FABRIC PANEL AND TINTED ACRYLIC, 39"W x 54"H                 | \$589.50   | \$1,179.00         |
| 21                   | 3   | HGSS7854FAS    | MERCURY SPINE SCREEN, FABRIC AND TINTED ACRYLIC, 78"W X 54"H,                              | \$1,179.00 | \$3,537.00         |
| 22                   | 3   | HGTB242024R    | MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, RIGHT HAND                                    | \$1,107.00 | \$3,321.00         |
| 23                   | 2   | HHC1518        | MERCURY HUB COVER, 15"D x 18"H   | \$36.00    | \$72.00            |
| 24                   | 2   | HHC2418        | MERCURY HUB COVER, 24"D x 18"H   | \$40.50    | \$81.00            |
| 25                   | 3   | TXX4X6GROUND   | MERCURY, GROUND BAR KIT 4" X 6"  | \$94.50    | \$283.50           |
| 26                   | 6   | TXXSPKBKT      | SPEAKER BRACKET, ARRAY MOUNT   | \$22.50    | \$135.00           |
| 27                   | 3   | TXXSTATUS-3LPS | STATUS LIGHT R/Y/G WITH POWER SUPPLY   | \$787.50   | \$2,362.50         |
| 28                   | 3   | TXXTECHAUDBKT  | HEADSET JACK MOUNT BKT, BLACK  | \$49.50    | \$148.50           |
| 29                   | 6   | TXXTECHAUDIO25 | TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft                         | \$22.50    | \$135.00           |
| 30                   | 6   | TXXTECHDATA25  | TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft                  | \$40.50    | \$243.00           |
| 31                   | 3   | TXXTECHPH25    | TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft   | \$18.00    | \$54.00            |
| 32                   | 3   | TXXTECHUSB-CHG | TECH LINK, USB CHARGER INSERT  | \$90.00    | \$270.00           |
| 33                   | 18  | TXXTECHUSB15   | TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft           | \$27.00    | \$486.00           |
| 34                   | 1   | WAKEY-STD      | MASTER KEY, STANDARD LOCK (082000)   | \$18.00    | \$18.00            |
| <b>Total Main 02</b> |     |                |  |            | <b>\$38,387.25</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Subtotal Product</b>  | <b>\$38,387.25</b> |
| Material Surcharge (5 %) | \$1,919.36         |
| Install                  | \$12,800.00        |
| Breakdown and Removal    | \$2,400.00         |
| Freight                  | \$5,394.97         |
| <b>Total</b>             | <b>\$60,901.58</b> |

# Bill of Material

Project: Moberly Police Dept



## Sold to

Company name: Moberly Police Dept.  
Contact Person: Bobbie Smith  
Contact Phone: 6602630346  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

| #                               | Qty | Part Number    | Description   | Sell       | Ext. Sell          |
|---------------------------------|-----|----------------|---|------------|--------------------|
| <b>Main 02 - Optional</b>       |     |                |   |            |                    |
| 1                               | 2   | HGESSO3942S    | MERCURY END STACKER STORAGE, OPEN, 11.375"D X 39"W X 42"H, SINGLE   | \$378.00   | \$756.00           |
| 2                               | 1   | HGPBDP245024R  | MERCURY PERSONAL BASE, DOOR PAIR, 24"D x 50"W x 24"H, RIGHT HAND  | \$940.50   | \$940.50           |
| 3                               | 2   | HGPPO24208R    | MERCURY PERSONAL PALLET, OPEN, 24"D x 20"W x 8"H, RIGHT HAND  | \$324.00   | \$648.00           |
| 4                               | 1   | HGPPO24508R    | MERCURY PERSONAL PALLET, OPEN, 24"D x 50"W x 8"H, RIGHT HAND  | \$648.00   | \$648.00           |
| 5                               | 3   | TXXFR          | FOOT REST   | \$94.50    | \$283.50           |
| 6                               | 3   | TXXMECU        | MODULAR ENVIRONMENT CONTROL UNIT, WITH FORCED AIR HEAT, 2 COOLING FANS, 2 AMBIENT LIGHTS AND 2 DIMMABLE TASK LIGHTS | \$1,831.50 | \$5,494.50         |
| 7                               | 3   | TXXSTATUS-3LPS | STATUS LIGHT R/Y/G WITH POWER SUPPLY  | \$787.50   | \$2,362.50         |
| 8                               | 3   | VEND-PROD      | 3142r1 High Back Black Staccato C-Loop Arms, Standard Base, 60MM casters  | \$1,446.71 | \$4,340.13         |
| 9                               | 1   | ZS2LF203026    | ZO STORAGE, 2 LATERAL, 20"D X 30"W X 26"H   | \$828.00   | \$828.00           |
| <b>Total Main 02 - Optional</b> |     |                |   |            | <b>\$16,301.13</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Subtotal Product</b>  | <b>\$16,301.13</b> |
| Material Surcharge (5 %) | \$815.06           |
| <b>Total</b>             | <b>\$17,116.19</b> |

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Proposed Timing and Installation Schedule



# Lead Time, Shipping and Delivery

## Moberly Regional Joint Communications Center Proposed Implementation Timeline

Every project is unique. Our experience installing dispatch consoles in more than 5000 centers across the United States makes us experts at calibrating production and installation times.

We also know that big purchases often include committee review. With this in mind, we have developed a timeline to accommodate multiple revisions and review. Your project will certainly be unique, and we will flex project phase timing to best meet your needs. Once you have initiated a project with the Watson Consoles team, your schedule will look something like this:

|                                     |  |
|-------------------------------------|--|
| Contract Award<br>3/1/23 – 3/20 /23 | Final Design & Specification<br>- Finalize specifications and floor plans, make space refinements<br>- Finalize color palette and finish selections<br>- Finalize delivery and installation date<br>- Receive final sign-offs; purchase order. |
| Order<br>3/20/23 – 6/19/23          | Currently 13 weeks production lead time but will work to decrease this timeframe.  |
| Transport<br>6/20/23-6/26/23        | 1 week to deliver truck and stage product  |
| Unload/Inventory<br>6/26/23         | On location at the Moberly Regional Joint Communications Center  |
| Installation<br>6/27/23 – 6/29/23   | 3 consoles (Empty room)<br>Estimated 3 days for breakdown/removal of existing furniture and installation of new consoles   |

Dispatch console installation requires coordination with multiple vendors. We have found that radio and electrical completion usually dictates the pace of console installation. Watson will work closely with you and your vendors to develop a timeline to support full installation of interdependent vendor goods.

# Proposed Project Implementation Plan

Providing and outfitting a PSAP center with dispatch consoles requires attention to detail and close integration of the user, technology and the facility.

This document will guide your team through the project process. Your project is unique and may vary slightly based on your needs. There are no client costs for the services Watson Consoles provides prior to the product order phase.

Your dedicated Watson Consoles Account Manager and your local manufacturer's representative will work in concert from the finalization of your floor-plan through the successful console system installation. Our team will set up a project kick-off meeting followed by monthly status update meetings. We will monitor project progress and we will closely coordinate with your data, electrical, and technology providers to ensure the furniture delivery and installation is delivered on-time and within budget. As well as schedule Transportation, Delivery and Installation of consoles with Key Stakeholders.

## Project Phases

### Information Gathering

Identify key consultant team members & create project timeline, 1-2 hours on-site visit:

- Capture key user needs, project details, scope and requirements
- Identify key client and Watson stakeholders and their roles
- Review Watson Consoles project process

### Design

User Requirements - Watson will work with your team to refine the individual console design(s) based upon your final technology and work-flow requirements. We will also incorporate contingency and growth planning in the layout of the consoles within the floorplan.

Technology/Equipment Requirements - We will identify and assign a dedicated location for each piece of equipment housed on or within the console. We will also determine and specify all connections necessary to outfit the console. This supports seamless installation and will simplify regular maintenance.

Floor Plan Development - Watson will fine-tune the floor plan for each team space, paying close attention to work-flow and architectural requirements unique to your center.

Color Selection - Watson will work with your team to select the finishes that best suit your facility's functional requirements and support your workplace culture.

Facility Requirements - The Watson team will meet with your project team and facilities personnel and provide them with detailed drawings for the recommended power/data pole locations in each of the spaces. We will also identify power entry point options into the console and provide locations for terminations. We will follow the cabling requirements outlined by you to support a clean, worry-free cable installation.

### Quoting

A detailed quote is generated and will include:

- Drawings of the selected console design + scale floorplan
- Additional optional components or configurations requested by your team
- Freight and installation



# Proposed Project Implementation Plan

## Project Kick Off Meeting

- Introduction of Key Personnel – Conference Call Review of layout, options, establish timelines
- Review of finishes, electrical requirements and Statement of work
- Establish meeting schedule for follow up checklist

## Sign-Off + Final Approval

This signed package of documents and drawings is submitted to Watson Consoles by your team and signals the beginning of the production phase.

## Production

Your Account Manager will work with you to finalize shipping, staging and installation dates. They will further communicate production milestone status and the impact, if any, on delivery and installation commitments.

Watson Consoles' factory is staffed by more than 200 employees who have advanced expertise in the following areas: CNC machine operation, welding (functional and cosmetic), electrostatic paint application, components assembly, product testing and qualification. Experienced and dedicated employees are experts in their production phase and ensure the highest levels of fit and finish in your finished console(s).

## Shipping

For maximum protection, we will ship your consoles blanket wrapped. Your product will be loaded into air-ride trucks that will deliver your new consoles directly from the factory to your facility. All product deliveries are scheduled to arrive at the agreed upon time. A certified Watson Installation team will meet the delivery and begin unloading, inventory and staging of the product.

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Our Experience





# Watson Legacy



Operating from day one out of the Pacific Northwest, Watson has been serving the console furniture industry since 1986. We are dedicated to continuing our legacy of providing exceptionally built, reliable consoles for 24/7 environments and mission critical teams.

## Decades In the Making

We began serving command center environments in 1986 and have continuously pioneered innovative and ergonomic console solutions for this dynamic industry ever since. We were the first to include height-adjustable functionality in our workstations and have kept that same spirit of invention ever since. We aim to provide tailored solutions for each project and rely on our many decades of experience to anticipate our customers' needs, and confidently deliver a positive, valuable experience for each of our clients. We take pride in our mission to exceed your needs, deliver premium service, and be the company our clients can rely on for many years to come.

## Manufactured Responsibly

We believe in doing the job right, and that means accounting for the health and safety of our workers, our clients, and our environment. Our choice to use sustainable processes and materials means our products won't off-gas harmful chemicals or particulates, which keeps your center a clean, healthy environment for workers to be in.



**We use sustainable processes and materials ensuring your center remains a clean, healthy environment for workers to be in.**

# Watson Advantage – The Right Materials



Powerfully Built Since 1986

## Our Steel

The steel frame for each of our consoles is manufactured in our Washington State facility using meticulous construction and expert craft to create sturdy, reliable pieces worthy of your facility. Additionally, we leverage robust, steel lifting columns to bring height adjustable functionality to our products, which allows users even more ergonomic flexibility.

## Textiles

We employ textile panels made from 100% recycled plastic water bottles on each of our consoles to further dampen echo and reverb in a space, helping maintain end-users focus.

## Dimensionally Stable Engineered Board

By using durable materials like Pacific Northwest-engineered wood board, we can ensure our consoles are structurally robust, actively contribute to an environment that's warmer, more inviting, and easier to work in. Fully metal consoles can feel wobbly, make rooms less appealing, and create distracting, metallic noise when interacted with disrupting the sensitive work many mission-critical teams do. Adding wood elements helps diminish sound pollution and makes working at our consoles more comfortable for the individuals working at them.

“

“You’re so easy to deal with. I go straight to you without thinking what desk it is.  
Thanks for all you do to help me out, I really appreciate it!

*-San Bernadino County, Manager*

”

# The Watson Advantage

## Watson Is The Best Partner And Here's Why

The Moberly Regional Joint Communications Center merits special attention to accommodate the level of detail and customization that is required to perform the job of dispatching. Our approach to equipping your center has been formed by our experience observing centers in action and installing console furniture in more than 3,000 locations. Our commitment to providing a dedicated project manager guarantees you have an advocate throughout your project lifecycle.

As part of our customer service commitment, we will assign a dedicated project team to work towards your complete satisfaction. A detailed list of your project team can be found in a later section within this response. In summary, your primary team includes:

- Enterprise Solutions Manager – Quint Andrae
- Project Manager – Jenny Robbins
- National Sales Manager – Kevin Goy
- Post Sales Operations Manager – Brian Hickson
- Sales Representative – Dick Buss/BJ Buss

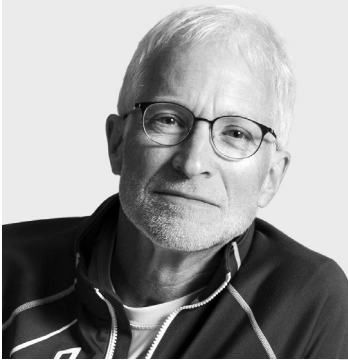
Acting as the single point of contact, Amanda will act as your advocate within the Watson Consoles organization. Ensuring flawless performance, your account manager guides the project team beginning with the preliminary planning process through job completion and post-sale customer service.

Each Watson Consoles project team member works in concert to communicate clearly and coordinate the efficient and accurate flow of progress including space planning, power and technology specification, revisions, logistics, installation, customer console training, and the resolution of any financial, schedule, quality, or related performance issues.

Our proven competencies in product design, manufacturing disciplines, and project support combine to deliver your ideal furniture solution. Our experience and on-going learning assure you that you will receive a Watson Consoles solution that supports your current and emerging technology, staffing and funding needs.



# Meet the Team



## **CLIF MCKENZIE - CEO**

After working as an accountant, Clif along with two other individuals bought Watson from Grahame Watson in 1990, then began running the business a year later upon realizing his passion for the industry. His deep respect for design and his love for manufacturing made Watson Consoles a name synonymous with innovation and superior function within the world of consoles furniture. His care for Watson extends to every member of the team, and every person who uses Watson products.



## **CK MCKENZIE - PRESIDENT**

Watson is a family-owned business, and CK represents the transition to 2<sup>nd</sup> generation leadership. Having both grown up in the company and spent a decade as a Marine Corps Officer, CK is uniquely positioned to lead the team with a focus on meeting the needs of our customers through manufacturing excellence, robustly functional products, and a deep respect for the members of the community who work tirelessly at Watson Consoles every day.



## **QUINT ANDRAE – ENTERPRISE SOLUTIONS MANAGER**

Quint joined the Watson team in 1994 as a Design Engineer and worked 18 years designing premier, ergonomic dispatch consoles. With his transition to the sales team, Watson clients have benefitted from his wealth of knowledge pertaining to project planning and console design. Quint's expertise on all aspects of console furnishing is unparalleled in the industry, ensuring that every stage of a Watson Consoles project is executed to exceed our clients' expectations.



## **JENNY ROBBINS – ACCOUNT MANAGER**

With Watson since 2019, Jenny understands the importance of communication with the client regarding all aspects of the sales process and strives to deliver the best experience to the customer.

She recently wrapped up a huge project for BlackRock in their new HQ in Hudson Yards, NYC. 15 floors of custom product with custom power solutions. In her free time, she enjoys hiking in the beautiful Pacific Northwest with her husband and 5 year old son.

# Meet the Team (Continued)



## **KEVIN GOY – NATIONAL SALES MANAGER**

Kevin leads Watson's Console business unit, overseeing the growth and continued advancement of the industry-leading products and service Watson is known for. Kevin brings extensive expertise and capabilities to Watson after 32 years with Schlumberger Limited, the leading provider of technology and services to the worldwide energy industry. An engineer by education, his career allowed him to gain extensive global operations, sales, strategic marketing, and marketing communications management skillsets, now entirely focused on providing the best customer experience possible for our customers.



## **DICK BUSS – FACTORY SALES REPRESENTATIVE – DICK BUSS & ASSOCIATES**

Dick's sales experience spans seven decades as he began going on sales calls with his dad when he was three years old. In 1985 Dick formed Dick Buss & Associates; A manufacturer's representative firm for the wireless communications market always striving to represent quality products and provide outstanding customer service. We are in our 20th year of representing Watson. During these years Watson has provided us with a product that is of the quality we want to represent. Our experienced sales staff along with our Watson certified technicians allow us to see your product through from start to finish to ensure that you have the best customer experience.



## **BRIAN HICKSON – CLIENT EXPERIENCE MANAGER**

Brian joined Watson in 2006 as a project coordinator where he assisted the sales team with as many as 350 projects simultaneously, cultivating an in-depth understanding of every aspect of console project planning and implementation. He advanced to the role of Post Sales Manager and managed both internal and external installers and technicians before stepping into his current role of Client Experience Manager. Now Brian oversees all stages of installation and technical service questions and concerns and aims to deliver exceptional service to all Watson Consoles customers.



## **DYLAN ROGERS – SERVICE COORDINATOR**

Dylan joined Watson in 2022 as a Field Operations Administrator for their consoles division. His experience is diverse, with him holding a degree in English, working on his Master's in Creative Writing, and having just moved from NYC where he spent time as a teacher, working in a warehouse, managing a retail store, and watering plants. Dylan's expertise is in communication, problem-solving, and flexibility. These traits help him ensure all customers are helped consistently and effectively.

# The Watson Advantage

Watson Furniture Group was established in 1960 and later created a public safety division in 1986. This division was specifically designed for the demanding 24/7 public safety environment and developed the first height adjustable console. Going on 37 years of experience developing and manufacturing consoles you can rest assured that when you choose Watson Consoles furniture you are providing your emergency dispatchers and call takers with a console that supports and reflects the highest level of commitment to a job well done.

Knowing that your team has the right tools for the job is paramount to every seasoned dispatch communications team. After all, your team is the center point for mobilizing help when your neighbors need it. One of Jacksonville's tools is the console furniture you sit at every day. Watson Consoles designs consoles with your team in mind. A well-designed console helps keep your communicators organized and focused, and capably houses critical technology and ancillary equipment.

## Our Consoles Are Tough

Our consoles are built to last. We have customers using the same consoles they purchased 20+ years ago with no complaints! Taking care of your consoles, along with our Lifetime +10 warranty will ensure your consoles last 15 years or longer.

## Watson Understands Your Unique Needs

We have installed consoles in more than 3,000 Public Safety Answering Points across the United States, Canada and Internationally and have taken the time to understand distinctive power, technology, and space requirements. We know that specifying and buying furniture consoles can appear complicated and comes with a certain level of scrutiny. We strive to provide you with complete technical and pricing data so you can make an informed decision.

When buying furniture, Watson Consoles knows you are selecting an asset that:

- 1) gives your team the comfort control, space and flexibility to support 24/7 shift work,
- 2) provides your IT team and other technical experts with components that are easy to install, capable of handling new technology, and designed for convenient service access,
- 3) and comes with proof of performance and a guarantee that assures your community supporters that you use their tax money wisely.

Watson Consoles delivers the asset your center is looking for:

- We have evaluated your request and developed solutions that truly meet your day-to-day work and budget needs.
- Our furniture delivers the industry's most comprehensive array of features including a complete package of integrated user adjustable climate controls, multi-point adjustability to support anthropometric ergonomic and ADA standards, and easy technology access and cable management.
- We are committed to helping you understand the full power, technology and space planning capabilities of your consoles and keeping the positions in top operating condition over the lifetime of the product.
- Our consoles are built tough, tested to endure the rigors of a decade or more of 24/7 shift work and changing center needs.

We provide you with a proven asset and a dedicated project team that will give special attention to the details, engage in attentive communication, and conduct regular project follow-up with you and your project vendors for the lifetime of your product.

# The Watson Advantage

## Watson Solution Provides You With The Right Tool For The Job

Each person on your team has an interest in the performance of the console furniture. Watson Consoles' experience developing, manufacturing, installing and servicing technology furniture gives our teams repeat insight into how communication's teams work. We are design and manufacturing experts! We provide user interface features that are unparalleled in the industry. Here's how Watson Consoles delivers solutions to ease your team's pain points:

### For your **Center Manager** and **Telecommunicators**:

- When dispatchers and call-takers are physically comfortable, they have better task focus.
  - Fully adjustable environmental controls including heating and air
  - Ambient and task lighting relieve eye strain
  - 3-point focal depth adjustment helps fine tune upper body ergonomics
  - Unencumbered space below the console surface provides plenty of legroom
  - Height-adjustable consoles promote health by allowing attuned ergonomics and anthropometric adjustment and body position change over the course of long shifts
- Comfortable console solutions also promote long-term stamina. Providing your team with the right equipment for the job helps promote lasting engagement, helping turn jobs into careers.
- Multiple options for screening and personal storage support either open sightlines or semi-private positioning.
- The industry's most expansive work zones mean:
  - Additional space for side-by-side training
  - Less call time lost to shuffling support tools, paperwork and equipment

### For your **IT team** and **Support Vendors**:

- Monitor arrays can support the weight and width of multiple large monitors, including stacked monitor configurations.
- Expansive work zones and storage provide plenty of space to position radio equipment.
- Technology cabinets and console cavities are designed for easy access:
  - Reduce position down-time for simple service
  - Cooling systems maintain optimal operating temperatures
- Robust cable management raceways handle power and technology cable distribution with ease.
- Watson Consoles has reduced loose parts to mitigate loss and breakage during service calls.

### For your **Organization's Leadership and Community** at Large:

- The durability of Watson Consoles furniture reduces the Total Cost of Ownership (TCO) and saves you thousands of dollars in replacement and service costs over the lifetime of the products.
- Providing your telecommunicators with the right tools and promoting good posture and wellness helps retain staff.
  - Reduce the cost burden of turn-over and temporary overtime



**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# References





APPENDIX C – REFERENCES

THIS PAGE TO BE SUBMITTED WITH PROPOSAL RESPONSE

DISPATCH FUTNITURE PARAMETERS

Moberly Police Department

List of Reference Contacts

Customer Name Columbus-Platte County NE

Address 1304 BILL BABKA DRIVE COLUMBUS NE 68801

Telephone Number (402)942-5062

Contact Person and E-Mail Rachel Pensick <rachel.pensick@columbusne.us>

Type of System Four Mercury Pro Consoles

Date Completed 07/2019

Customer Name York County Communications Center

Address 510 North Lincoln Avenue York, Nebraska 68467

Telephone Number 402-362-4951

Contact Person and E-Mail Leila Luft <lluft@yorkcountyne.net>

Type of System Four Mercury Pro Consoles

Date Completed 10/2019

Customer Name North Kansas City Police Department

Address 2020 Howell St. North Kansas City, MO 64116

Telephone Number 816-412-7950

Contact Person and E-Mail Beth (Buffy) Buffington <blbuffington@nkc.org>

Type of System 3 Mercury Pro Consoles

Date Completed 02/2023

APPENDIX C – REFERENCES

THIS PAGE TO BE SUBMITTED WITH PROPOSAL RESPONSE

DISPATCH FUTNITURE PARAMETERS

Moberly Police Department

List of Reference Contacts

Customer Name Newton County Central Dispatch

Address 308 N. Jefferson St. Neosho, MO 64850

Telephone Number 417-451-8291

Contact Person and E-Mail Chancy Huntzinger <chuntzinger@nc-cdc.org>

Type of System Mercury Standard

Date Completed 03/2022

Customer Name Platte County Sheriff's Office

Address 415 3rd Street, Platte Clty, MO 64079

Telephone Number 816-858-3521

Contact Person and E-Mail Tony Avery <Anthony.Avery@plattesherriff.org>

Type of System Mercury Standard

Date Completed 08/2022

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Warranty



# Watson Warranty- Superior Protection

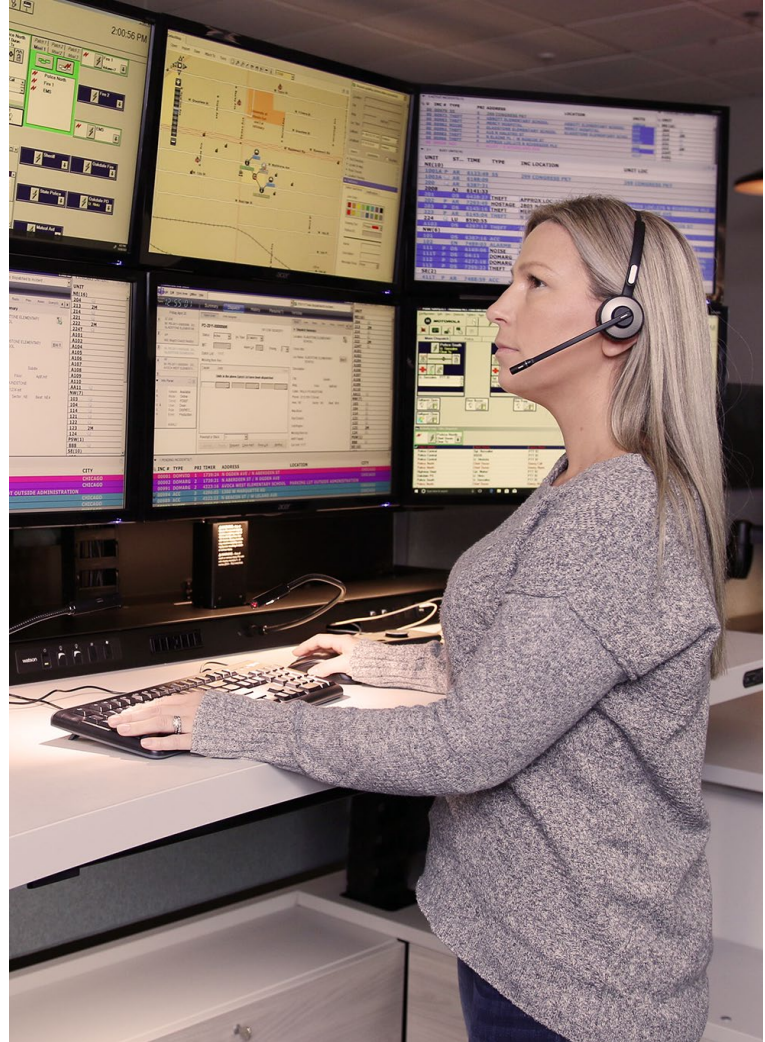


## Support for a Lifetime:

We offer a lifetime warranty on all parts manufactured by Watson, at no additional cost to you with no subscription plans or fine print. If any Watson part fails at any time while installed with the original console purchaser, it's covered. This includes wood and metal parts such as work surfaces, cabinets, doors, and screens. We believe so strongly in our innovative wood and steel construction that we cover it for the lifetime of the product. Additionally, our extensive warranty includes freight and labor for the first five years.

## Plus Ten Protection:

Our history in the consoles industry has yielded partnerships that no other manufacturer can equal. We stand behind our partners so strongly, that we extend our warranty to cover their parts as well for ten years. This protection includes electronics and buy-out parts such as lights, switches, lifting columns, and climate controls.



Choosing Watson Consoles protects the teams of today and tomorrow.





# Warranty

## MERCURY WARRANTY TERMS & CONDITIONS

### WATSON MERCURY CONSOLES: Lifetime Plus 10 Warranty / Extended Warranty

We are proud of the products we make and the materials and processes we use to make them. That's why we back our Mercury Consoles with a Lifetime Warranty on all components manufactured by Watson and a 10-year warranty that covers the electronics and buy-out parts. In addition to the warranty coverage on the components, this standard warranty also cover labor and installation costs for the first 5 years on everything.

### WARRANTY DETAILS

**Watson Manufactured Parts:** All components manufactured by Watson Consoles, if found defective under ordinary use, will be replaced at no charge for as long as the original purchaser owns the product. **Buy-Out or Electronic Parts:** All electronics and buy-out parts including, but not limited to, lifting & adjustment mechanisms, environment control appliances and switches, monitor arms, and task lighting, will be replaced at no additional charge for the first ten years of original ownership. **Labor:** Labor for the first 5 years on ALL Mercury components are covered under this warranty. This warranty does not apply to: failure to apply, install, reconfigure, or maintain products according to published Watson, or manufacturer, instructions and guidelines; normal wear and tear or defects resulting from neglect; consumable items such as light bulbs and batteries; Watson products that have undergone buyer modification or reconfiguration including the substitution of unauthorized non-Watson component(s) for use in the place of Watson components in an integrated product solution; products subjected to improper use or conditions including negligence, accident, or alterations; products damaged by AC power disturbances. This warranty is not transferable.

### BUYER'S RESPONSIBILITY

The execution of this warranty requires the cooperation of the buyer with Watson Consoles. With guidance from the Watson Consoles' Customer Service team, the buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before Watson personnel will provide on-site assistance. If the issue requires on-site assistance from Watson personnel and the product failure or defect is found to have resulted from items outside the warranty coverage, the buyer agrees to reimburse Watson Consoles for applicable expenses resulting from the claim. Expenses include, but are not limited to product shipping, installation labor, transportation, and accommodations. Watson reserves the right to request that the damaged product be returned prior to granting a remedy. Repairs, substitute products or replacements of equal or higher value used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Watson cannot guarantee the availability of specific matching colors, grains, fabrics, or textures but will work with customer to find a reasonable substitute. Watson makes no other express or implied warranties to any product except as stated above and makes no warranty of Watson Consoles' product fitness except for use as standard communication console furniture.



# Maintenance and Service

Our dedicated customer experience team is committed to supporting our products and clients for years to come, and with the same exceptional care we've embodied since day one.

## In Your Corner Every Step of the Way

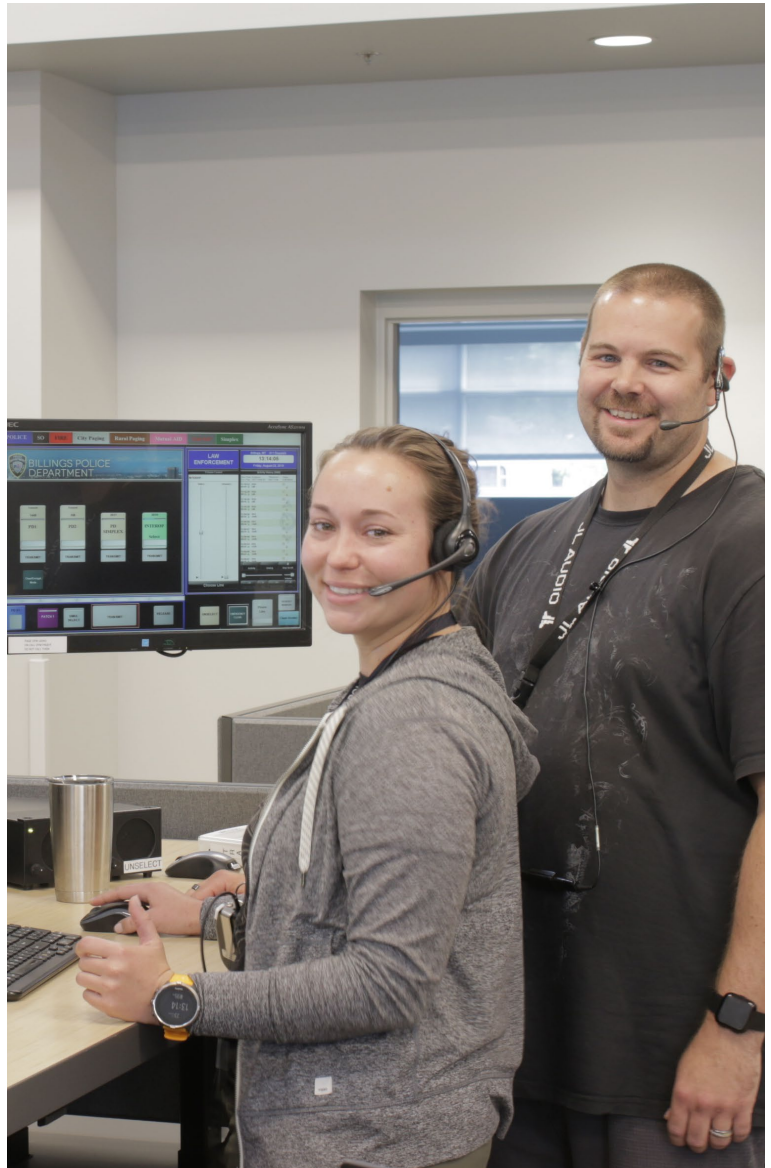
Our team has decades of experience solving the unique range of complex challenges 24/7 environments face. We offer premium support at every stage of the process. From space planning, to finish choices, to installation, our experts work closely with your project planning team to ensure we design a center tailored to your specific requirements and budget.

## Non-Disruptive Installation

Mission critical teams work in 24/7 environments, which is why our project managers and installation experts are masters at orchestrating live cutovers. This means we never interfere with your everyday operations.

## Keep Performance at Its Peak

The completion of your project is only the first stage of an ongoing relationship with Watson Consoles. Our support specialists work with you to ensure that all questions and concerns are addressed quickly and accurately. And with all Watson-manufactured components under warranty for the life of your console, you can rest assured our customer care team is at your disposal whenever you may need them.



# Service Standards

Watson Consoles has built a highly responsive service process in which dedicated and experienced personnel nurture clients every step of the way, from original concepts to ongoing post-installation care. Due to the rigors of the emergency environment, we are committed to providing responses and resolutions to support these vital personnel. The difference is in the details and Watson Consoles is committed to our customers and their unique situation. With this in mind we have formed the following service responsibilities and expectations designed to meet and exceed our customer needs and expectations.

## Service Terms and Conditions

In the event of an issue with Watson Consoles manufactured products and components covered under the warranty and found during the applicable Warranty Period, items will be repaired or replaced (at Watson's discretion) upon prompt notice from the original buyer. The customer may be asked to perform troubleshooting tasks before product repair or replacement will be provided. Service issues will be prioritized, and responses will be appropriate to the level of the issue.

## Service Issue Priority Definitions

Watson Consoles technical service department will respond to all service issues via phone or email within 24 hours of customer contact. The purpose of this response is to evaluate the issue and work with the customer to identify the source through onsite troubleshooting tasks. If a matter is not resolved through customer troubleshooting, it will be assigned a priority level. The response and actions Watson takes will be based on an assessment of the impact of the reported technical concern on the customer's operations.

Accurately prioritizing your technical problem is critical to our mutual success. The following guidelines define the appropriate priority level assigned to the issue.

### INITIAL EVALUATION - 24 hour response (weekends included)

When a service matter arises, please contact Watson Furniture Group 24/7 via the following email address: [service@watsonfg.com](mailto:service@watsonfg.com).

A Watson service representative will respond within 24 hours of notification. The service team may be reached via telephone 360-394-1302 during the normal business hours of 7am through 5pm Monday through Friday (PST).

### STANDARD PRIORITY - 4 week resolution (weekends excluded)

A standard issue does not affect the function of a console and is often only cosmetic. The console appearance is affected due to defect. These issues are resolved with a 2-week production time and ground shipping for necessary replacement parts.

### URGENT PRIORITY - 2 week resolution (weekends excluded)

An urgent issue affects the functionality of a console but does not render it unusable. The resolution to these issues often includes expedited production time and expedited shipping of replacement parts.

t

### CRITICAL PRIORITY - 48 hour resolution (weekends excluded)

A critical issue results in the console being unusable and unmanned. If the nature of the issue requires replacement manufactured parts, Watson will expedite production and shipment in any possible way.

**Emergency Communications Dispatch Console  
Furniture Proposal**

**Moberly Regional Joint Communications Center  
Moberly, Missouri**

# Additional Information





# Mercury Storage



Mercury Storage is expertly designed to maximize any center's square footage, and works to increase free space for personal, technical, and equipment storage.

## Stackable Storage

Create space between workers with storage that integrates with the console itself. Combine open, door, and drawer options to create a multi-functional area for each end-user.



## Shared Storage

No space is wasted when aisle-side storage is incorporated into a layout. Build up from the hubs or disperse them throughout your control room.

# Watson Central Storage



Watson Storage is specifically designed to supplement your center's storage needs and create multi-use areas for impromptu meetings and collaboration.

## Lockers

Making room for storage is easy with our personal gear lockers, which are available in many sizes, styles, and finishes. Create additional functionality by adding a mail slot to team lockers or add a four-inch riser for additional under-unit clearance.

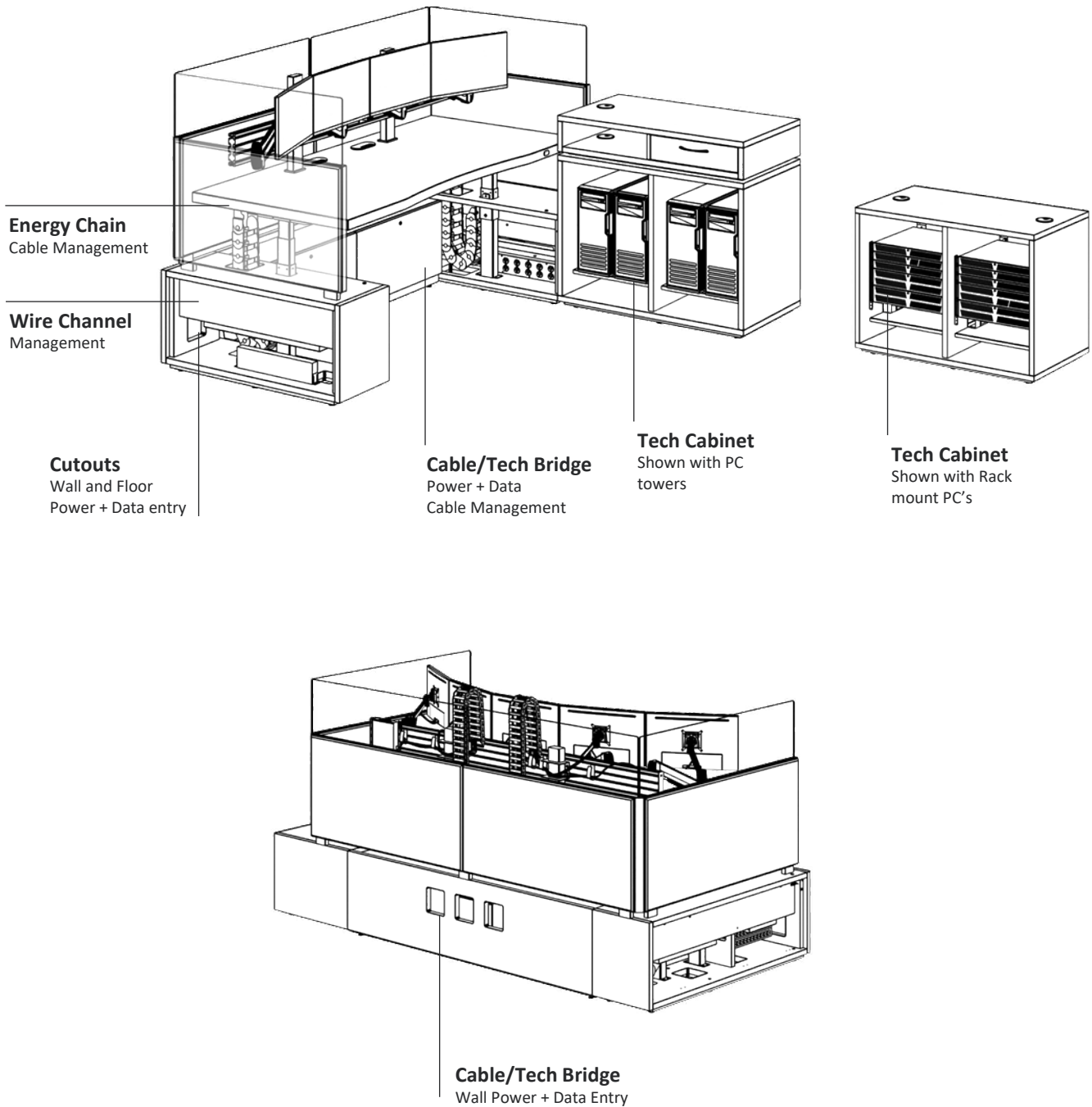


## Work Islands

A modular system that meets a multitude of needs simultaneously. With a wide range of applications, work islands are the perfect complement to our consoles.



# Technology Location Typical



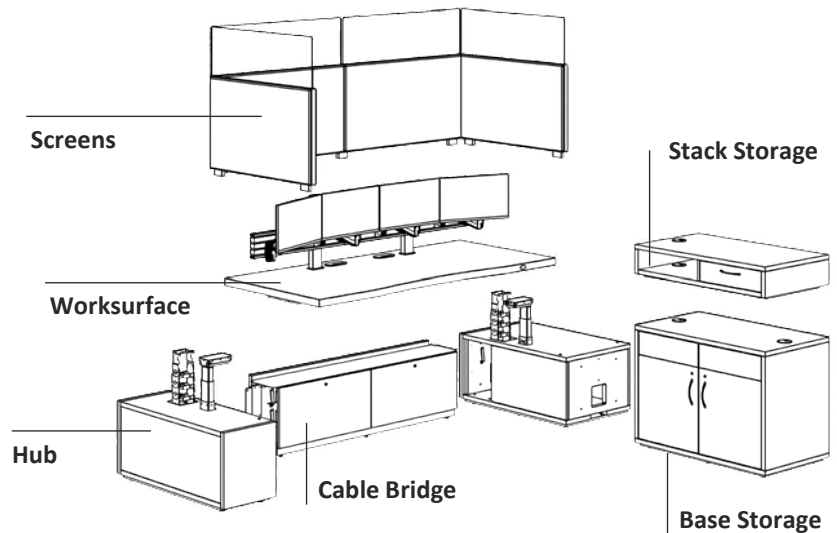
# User Power Recommendation

## Building Power Connection

Watson Consoles are connected either to NEMA 20R outlets located beneath the raised floor, on the wall, or by running conduit into the console and mounting junction boxes inside the console Hubs. There are dedicated cut-out locations in each console Hub and available mounting locations for junction boxes.

## Lifting System

The console requires 120 VAC, 13.3A, 60Hz. The maximum weight capacity is 200 lbs which includes the monitors.



## Total Console Power Requirements

Total system draw for a console with all environment and ergonomic features in simultaneous operation requires 13.3 amps at 120 VAC. This is a maximum draw for all components operating at full capacity. This includes the optional Environmental Control system which consumes 50-60 Hz at 120 VAC. Total Environmental Control System power draw during simultaneous operation at maximum load is 7 amps at 120 VAC.

## Technology Storage Unit Power Requirements

The Technology Storage unit includes integrated cooling fans which will add to the Total Console Power draw. The number of fans vary by storage type and quantity and will be determined by the final furniture configuration. Each fan adds an additional 80mA, with total power draw of 360mA for the largest furnishing. Typical layout allows power connection to a PDU found in the adjacent Hub unit.

### Cooling Fans

#### Electrical –

12 VDC rated voltage  
285 mA rated current  
3.4 W rated power consumption  
-10-70°C operating temperature

#### Performance –

2700 RPM rated speed  
97 CFM airflow  
40.5 dB(A) acoustic noise

### Personal Heating

#### Electrical –

120 VAC rated voltage  
400 W power consumption

### Task Lighting

#### Electrical –

12 VDC rated voltage  
135 mA rated current  
135 mA approx. draw

### Ambient Lighting

#### Electrical –

12 VDC rated voltage  
180 mA rated current  
2.16 W / 180 mA  
power consumption

# Consoles Power Requirements

## Building Power Connection

Each console requires a minimum of two dedicated 15A circuits. One for Watson Console functions and a minimum of one for connection of the Power Distribution Units (PDUs). Two PDUs per console are provided. The number of circuits will vary based on end user requirements.

## Circuits

Minimum of 7 facility power outlets required (depends on number of circuits specified):

### Watson Console Power Requirements:

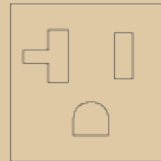
- 2 Outlets: Under surface PDU for Console lift legs and environmental controls (lights, fans, heater)
- 1 Outlet: In-Dash Power (if optioned/ordered)

### Mission-Critical Equipment Power Requirements:

- 2 Outlets: Hub PDUs (12 outlets each)
- 2 Outlets: In-Dash Monitor power strips These cannot be plugged into the PDUs as this will not meet code (considered a daisy chain)

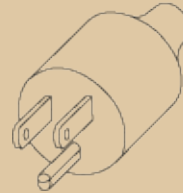
Both hub PDUs can be connected to a single circuit if the customer chooses. The number of circuits at the console is at the discretion of the customer.

## Power Distribution Unit



### Output -

50/60 Hz compatibility  
Nominal output voltage  
100-122V nominal, single phase  
20A overload protection  
(10) NEMA 5-15R  
(10) NEMA 5-15R



### Input -

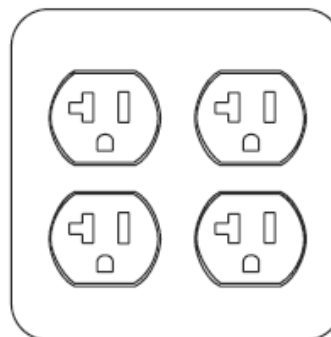
PDU input voltage 120V AC  
15 amp maximum input  
NEMA 5-15P  
15 ft. input cord  
120 VAC compatibility

### Special Features -

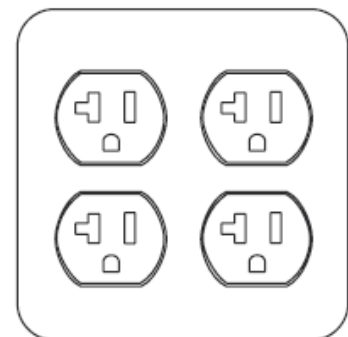
TVSS grounding back panel nut and bolt grounding lug

## 5-20R DUPLEX / 20A/125V SINGLE PHASE

### Circuit 1- Non-UPS Watson Console Power



### Circuit 2- UPS Mission Critical Equipment Power



\*This diagram represents the minimum requirements.

# REDESIGNED TO BE THE BEST

#3.

## 3142r1 HIGH BACK

The 3142 set the standard for 24/7 Intensive Use Chairs. The first chair to combine state of the art ergonomics with unmatched durability; the newly redesigned 3142r1 is raising the bar for 24/7 chairs, now offering quick-change slip covers.



### — KEY — POINTS

#### **ERGO AIR SUSPENSION SYSTEM™**

Our Ergo Air Suspension (EAS<sup>2</sup>)™ dissipates the occupant's weight over the entire chair surface improving blood flow and increasing oxygen levels to tissues. Improved blood flow and increased oxygen levels improves concentration and productivity and decreases fatigue. EAS<sup>2</sup> conforms to the shape of each occupant, as it almost instantly bounces back to original shape when weight is lifted. No springs eliminates the chances of squeaky or flattened springs.

**REPLACEABLE COVERS** - Covers can wear, but our frames are virtually indestructible. Bring back that 'brand new' look in minutes even after years of 24/7 service. Covers are held on by hook-and-loop and can be replaced in a matter of minutes.

**SAFETY CASTERS** - Smooth dual wheel design with spring action not to roll away unless there is weight in the chair. Dual connection point eliminates rattle for a smooth roll.

**ALL STEEL FRAME** - Ten gauge steel maintains original tensile strength and rigidity over years of 24/7 heavy duty use.

**ADJUSTABLE ARMRESTS** - No tools required to adjust. You can choose style, width and height for customized comfort, security, and support. Swing arm style will swing out of the way from a seated position.

**WARRANTY** - The best warranty you'll never need. Chair is covered by a 6 year warranty that includes all normal wear and tear. Chair is covered by a 10 year warranty that includes all manufacturing defects in materials and/or workmanship. Weight limit is 550 lbs. in a multi-shift environment.

|   |   |
|---|---|
| SEAT PAN DEPTH  | 19"   |
| SEAT PAN WIDTH  | 20.5"   |
| BACK HEIGHT - TO TOP OF CHAIR BACK                              | 25"   |
| BACK HEIGHT - TO TOP OF HEADREST                                | 31"   |
| ARM HEIGHT ADJUSTMENT RANGE                                     | 7 POSITIONS (3.5") OR INFINITE ADJUSTMENT   |
| ARM WIDTH ADJUSTMENT RANGE                                      | 2.5" (22"-27")  |
| PNEUMATIC CYLINDER SPECIFICATION                                | CERTIFIED TO 100,000 CYCLES<br>500 NEWTONS - DIN CLASS 4551-4                                   |
| TILT CONTROL W/ TENSION ADJUSTMENT<br>AND UPRIGHT POSITION LOCK | YES   |
| UPRIGHT POSITION LOCK   | YES   |
| BASE SIZE DIAMETER AND CONFIGURATION                            | 28" AND 7 LEG (TESTED TO 10,000 LB. DYNAMIC LOAD)   |
| LUMBAR SUPPORT ADJUSTMENT                                       | INFINITE ADJUSTMENT FROM SEATED POSITION  |
| ARMREST CHOICES   | C-LOOP OR OPTIONAL SWING ARMS OR FIXED  |
| FRAME CONSTRUCTION  | 10 GAUGE STEEL  |
| SEAT BOTTOM ASSEMBLY  | ERGO AIR SUSPENSION (EAS <sup>2</sup> )™  |
| SEAT BACK ASSEMBLY  | ERGO AIR SUSPENSION (EAS <sup>2</sup> )™  |
| CASTERS   | SAFETY CASTER, DUAL CONNECTION POINT<br>165 LB./CASTER - OPTIONAL 75mm, GLIDES OR ESD CASTERS   |
| COVER MATERIALS   | STACCATO OR OPTIONAL LEATHER AND ALTERNATIVE LEATHER  |
| REPLACEABLE COVERS  | YES   |
| TEST STANDARDS  | 30% HIGHER: GSA FNEW83-269A and ANSI/BIFMA X5.11<br>STANDARD TEST: ANSI/BIFMA and FIRA 055:2005 |
| WARRANTY  | 6 YEAR 24/7 INTENSIVE USE WARRANTY - INCLUDES<br>NORMAL WEAR AND TEAR - 10 YEAR ON FRAME        |
| ADJUSTABLE NECK ROLL  | CLOTH OR LEATHER  |
| EMBROIDERY  | CUSTOM EMBROIDERY AVAILABLE   |



City of Moberly  
City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: Administration  
Date: May 15, 2023

Agenda Item: Receipts of Bids for City Hall Air Duct Cleaning.

Summary: City Hall air quality was questioned recently. Staff review of HVAC registers throughout City Hall found numerous ones showing signs of dirt and other matter, suggesting that the entire system is in need of cleaning. Multiple companies were contacted for this service and only two responded and submitted bids. A bid tabulation is included here. Staff recommends proceeding with Stanley Steamer to complete the air duct cleaning in an attempt to improve air quality in City Hall.

Recommended Action Accept these bids.

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__ Brubaker | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Correspondence            | <input type="checkbox"/> Proposed Resolution |                  |                          |                          |
| <input checked="" type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report   | Council Member   |                          |                          |
| <input type="checkbox"/> P/C Recommendation        | <input type="checkbox"/> Petition            | M__ S__ Lucas    | <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__ Jeffrey  | <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 - City Hall Air Duct Cleaning Bids

| Bidder                   | Location | Bid      | Comments |
|--------------------------|----------|----------|----------|
| Smith Heating & Cooling  | Moberly  | No bid   |          |
| Controlled Aire          | Moberly  | No bid   |          |
| AC Outfitters            | Moberly  | No bid   |          |
| Columbia Carpet Cleaning | Columbia | No bid   |          |
| Stanley Steemer          | Columbia | \$4,070  |          |
| Clean Air Columbia       | Columbia | \$13,560 |          |

### Scope of job

Clean all HVAC system ducting & components

# City of Moberly

## City Council Agenda Summary

Agenda Number: #5.  
Department: Public Utilities  
Date: May 15, 2023

**Agenda Item:** A Resolution Accepting The Bid And Authorizing Contracting With R. & L. Boone Construction Company For The Regional Detention Basin And Committing To Payment Of The Difference Between The Bid Amount And The Grant Amount.

**Summary:** Construction bids for the Moberly Detention Basin Project ranged from a low of \$104,110 to a high of \$198,155. The originally estimated and approved amount for project construction was in the amount of \$84,141. R & L Boone has been selected as the contractor for this project. The resolution represents confirmation of Moberly's commitment to pay the increased cost and accepts the bid as well.

**EDA requires documented commitment from Moberly that the city is prepared to provide the balance of \$19,969.**

### Recommended

**Action:** Approve the resolution

**Fund Name:** EDA Grant Projects Fund

**Account Number:** 314.185.5409

**Available Budget \$:** To be transferred from Operating Reserve Fund

### ATTACHMENTS:

|  |   |
|--|---|
| <input type="checkbox"/> Memo                      | <input type="checkbox"/> Council Minutes                |
| <input type="checkbox"/> Staff Report              | <input type="checkbox"/> Proposed Ordinance             |
| <input checked="" type="checkbox"/> Correspondence | <input 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\_\_\_ **Brubaker**    \_\_\_    \_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**    \_\_\_    \_\_\_

Passed    Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH R. & L. BOONE CONSTRUCTION COMPANY FOR THE REGIONAL DETENTION BASIN AND COMMITTING TO PAYMENT OF THE DIFFERENCE BETWEEN THE BID AMOUNT AND THE GRANT AMOUNT.**

**WHEREAS**, City staff requested bids for the Regional Stormwater Detention Basin EDA Project #05-79-06034; and

**WHEREAS**, bids were received and opened on April 12, 2023, with the bid of R. & L. Boone Construction Company in the amount of \$104,110.00 being the lowest responsible bid; and

**WHEREAS**, EDA grant funding for this project is approved in the amount of \$84,141.00 leaving a difference between the grant funding and the cost of the project in the amount of \$19,969.00; and

**WHEREAS**, City staff requests that the Council accept the bid of R. & L. Boone Construction Company (“Boone”) and authorize contracting in that amount and further that the Council agrees to pay the difference of \$19,969.00 between the grant amount and bid amount.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid of Boone and authorizes contracting with Boone for the Regional Detention Basin and further agrees to pay the difference of \$19,969.00 between the EDA grant amount and the bid amount.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY  
"BID OPENING"  
Sign-In Sheet

Moberly Detention  
Basin Improvements  
EDA Award No. 05-79-  
06034

Date: 04-12-2023  
11:00AM

Name

Company

Shannon Hance

City of Moberly

Norman Boone

R+L Boone Construction

CLETON HOWER

EMERY SAPP & SONS, INC.

TOM WILLIS

WILLIS BROS. INC.

Steve Wilson

City of Moberly

DONOR WIMER

" " "

David Ausman

Hoke Company

Drew Kerns

JT Holman Const



BID OPENING TABULATION FORM

MOBERLY AREA INDUSTRIAL PARK REGIONAL STORMWATER DETENTION BASIN IMPROVEMENTS

Location: Office of the City Clerk  
April 12, 2023, 11:00 a.m.

JOB#:20H3347

Engineers Estimate \$134,220.00

BASE BID

BID BOND

BIDDER'S NAME

1 EMERY SAPP & SONS

\$ 198,155

2 TR-SMITH CONSTRUCTION

\$

3 BRS CONSTRUCTION

\$

4 SAPP CONSTRUCTION

\$ 131,515

5 JT HOLMAN CONSTRUCTION

\$

145,490

6 R&L BOONE CONSTRUCTION

\$ 104,110

7 WILLIS BROS INC

\$ 224,550

8 CL RICHARDSON CONSTRUCTION

\$

9 KC ESTIMATING & CONSTRUCTION

\$

10 T&B EXCAVATING

\$

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#6.

Department: Public Utilities

Date: May 15, 2023

**Agenda Item:** A Resolution Approving A Scope Of Services Agreement With BARR Engineering For Professional Services.

**Summary:** The City of Moberly received approval for \$1,169,000 of stormwater grant funding for improvements to the Seven Bridges CSO as part of an overall effort to reduce combined sewer flows leaving the collection system and allowing the system to fully treat those flows at the City Of Moberly WWTP. This is an opportunity to receive nearly 90% funding up to \$1,069,000 towards the project estimated in 2022 dollars, to cost \$1,169,000. This Scope of Services for design engineering work is proposed not to exceed \$181,400.

### Recommended

**Action:** Approve the resolution

**Fund Name:** Public Utilities Operations—Stormwater Department

**Account Number:** 301.115.5406

**Available Budget \$:** To be transferred from operating reserve fund. (Reimbursable through ARPA Grant.)

### ATTACHMENTS:

|                         |                              |
|-------------------------|------------------------------|
| ___ Memo                | ___ Council Minutes          |
| ___ Staff Report        | ___ Proposed Ordinance       |
| <u>x</u> Correspondence | <u>x</u> Proposed Resolution |
| ___ Bid Tabulation      | ___ Attorney's Report        |
| ___ P/C Recommendation  | ___ Petition                 |
| ___ P/C Minutes         | <u>x</u> Contract            |
| ___ Application         | ___ Budget Amendment         |
| ___ Citizen             | ___ Legal Notice             |
| ___ Consultant Report   | ___ Other _____              |

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed

Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH BARR ENGINEERING COMPANY FOR PROFESSIONAL SERVICES RELATED TO MOBERLY SEVEN BRIDGES CSO BASIN IMPROVEMENTS.**

**WHEREAS**, the City has received grant funding for stormwater improvements to Seven Bridges CSO Basin and is in need of engineering services to design the project; and

**WHEREAS**, the City has previously worked with Barr Engineering Company (“Barr”) and knows them to be highly proficient and knowledgeable in this area of expertise; and

**WHEREAS**, Barr has proposed the attached Letter Agreement to perform the professional engineering services required to make the stormwater improvements which services are not to exceed \$181,400.00 for labor and expenses.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Letter Agreement and take such other and further actions as may be required to complete the agreement with Barr Engineering Services.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

March 9, 2023

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

**Re: Scope and Budget for Professional Services – Moberly 7 Bridges Road CSO Basin Improvements**

Dear Mr. Ulmer:

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

### **Project Understanding**

Barr understands that the City would like to make improvements to the 7 Bridges CSO Basin (CSO Basin) to reduce discharges. The project is expected to consist of the following major tasks:

- Task 1 – Document Review and Pre-Design Survey
- Task 2 – Conceptual Design and Preliminary Engineering Report Update
- Task 3 – Construction Permit Application
- Task 4 – Basin Storage Improvements
- Task 5 – Pumping System Design
- Task 6 – Controls and Instrumentation
- Task 7 – Bid and Construction Support

Barr has prepared the following scope and budget to complete the tasks listed above. The completion of Tasks 4, 5, and 6 are dependent on the upgrade(s) the City chooses to advance to final design. These tasks may be completed in whole, or in part, but are included in their entirety in this proposal for planning purposes.

### **Scope and Budget**

Barr's scope of services to design CSO Basin improvements is outlined in the following tasks:

#### **Task 1 – Document Review and Pre-Design Survey**

Barr will review documents provided by the City of Moberly related to designing CSO Basin improvements. Documents that will be reviewed (if available) include:

- CSO Basin discharge data from 2017-2022
- 7 Bridges Road Pump Station data from 2017-2022
- 7 Bridges Road Pump Station design or as-built drawings

- CSO Basin design or as-built drawings
- Topography and utility maps of the project area
- Existing instrumentation and monitoring equipment data

The purpose of the document review is to better understand the flows through the CSO Basin and 7 Bridges Road Pump Station and also understand the impact of increasing CSO Basin storage on reducing the number of CSO Basin discharges. Detailed calculations to quantify the benefit in CSO Basin discharge reduction frequency due to increases in CSO Basin storage will be performed in Task 2.

A topographic survey of the site is included in the Task 1 budget and will be used to develop existing conditions contours and structure elevations for the design drawings. It is assumed bathymetric data from the basin will be collected by the City and provided to Barr during Task 1 of the project.

## **Task 2 – Concept Design and Preliminary Engineering Report Update**

The Preliminary Engineering Report, prepared by Barr in October 2022, identified multiple basin upgrades including:

- Raising the berm elevation of the CSO Basin to prevent flooding and reduce discharge frequency
- Dredging existing sediment from the CSO Basin to increase basin storage volume
- Installing a pumping system to lower the CSO Basin level during periods where the wastewater treatment facility (WWTF) has excess capacity
- Instrumenting the pumping system to provide remote pumping system operations and monitoring capabilities

Barr will evaluate each proposed upgrade above at a more detailed engineering level to estimate its effectiveness in reducing CSO Basin discharge frequency.

Concept level hydrologic and hydraulic (H&H) analyses will be performed on the improvement options to assess the impact of implementing each option on reducing the frequency of CSO Basin discharges. The impact on nearby existing sewer infrastructure will also be assessed during this Task. The Preliminary Engineering Report (Barr, 2022) will be updated with the results of these analyses and submitted to the City for review. The City will determine which basin upgrade(s) to advance to final design.

**The completion of Tasks 4, 5, and 6 are dependent on the upgrade(s) the City chooses to advance to final design. These tasks may be completed in whole, or in part, but are included in their entirety in this Scope of Work. Please note that depending upon which alternatives are advanced to final design, the costs of completing Tasks 4, 5, and 6 may require adjustment.**

## **Task 3 – Construction Permit Application**

Barr will complete development of a Missouri Department of Natural Resources (MDNR) construction permit application for the CSO Basin modifications during this Task. This application will be updated during the project as design information becomes further defined.



## **Task 4 – Basin Storage Improvements**

CSO Basin storage will be increased by removing existing sediment and raising basin berms. Barr will provide assistance with each task in the following way:

### **Sediment Removal**

Barr will utilize sediment thickness data provided by the City to develop an estimate of existing sediment volume. Drawings and specifications detailing sediment removal will be developed by Barr. These documents will include disposal specifications based on City preferences and testing recommendations prior to disposal.

### **Berm Raise**

Barr will utilize the information provided by the City in Task 1 and perform calculations to determine an estimated reduction in basin discharges for various berm raise heights. These results will be communicated to the City and a target berm raise height will be determined and designed. The design will include proposed basin berm geometry, earthwork volumes, borrow source staging areas, and earthwork technical specifications.

## **Task 5 – Pumping System Design**

Barr will design a system to pump water from the CSO Basin to the 7 Bridges Road Pump Station if it is determined to be necessary following the berm raise evaluation performed in Task 4. The pumping system design will include:

- Pump design – Pump system curves will be calculated to specify a pumping system. It is assumed the pump will be a submersible pump installed near the downstream end of the CSO Basin.
- Piping design – Pipe size and material will be specified based on the pump system determined in the pump design task. This task will also include pipe alignment and tie-in details between the CSO Basin and the 7 Bridges Road Pump Station.
- Associated structures – Any modifications to existing structures or design of new structures required to connect the new pumping system to the CSO Basin and 7 Bridges Road Pump Station. This would include, but not limited to, modifying the existing outfall structure to align with the basin storage improvements in Task 4 or the design of a new vault within the basin for the installation of the new pump if it is determined that the pump will be installed within the basin.
- Pumping system power – Any electrical design necessary to supply power to the pumping system will be included in this task, including design/coordination of a new electric service to the site if required.

## **Task 6 – Controls and Instrumentation**

Barr will design controls and instrumentation to provide remote control and monitoring capabilities for flow between the CSO Basin and 7 Bridges Road Pump Station, as well as monitoring of the CSO basin

and 7 Bridges Road Pump Station levels. As part of this task, Barr will complete a site visit to other City pump stations to view existing controls and gather input from the City on features they would like incorporated into the instrumentation and monitoring system. It is anticipated that the remote control and monitoring of the two facilities will be accomplished using a radio system that will communicate with the City's existing SCADA system.

Remote control of flow between the CSO Basin and the 7 Bridges Road Pump Station will also be designed in this task and focus on one of two options:

- Control flow between the CSO Basin and 7 Bridges Road Pump Station using an electrically controlled automated valve on the existing pipe connection.
- Control flow from the pumping system designed in Task 5 (if necessary) by automating on/off levels within the basin or the outfall structure, depending on location of the final installation of the pump.

The existing electrical system at the 7 Bridges Road Pump Station will also be evaluated in order to determine whether the existing system can accommodate the proposed electrically controlled automated valve(s) or if additional upgrades to the system would be needed.

### **Task 7 – Bid and Construction Support**

Barr will provide bid support to the City that includes the following tasks:

- Develop bid package for submittal to contractors including front end documents, a bid form with estimated quantities, drawings, and other applicable bid documents. Bid package will be supplied to the City in digital form.
- Barr will attend a pre-bid meeting at the City's request to review the project with prospective contractors
- Barr will respond to contractor requests for information (RFIs) and coordinate responses with the City Project Manager
- Barr will coordinate with the City and provide input on the contractor selection process as requested
- Barr will update the Issued for Bid drawing set and submit an Issued for Construction drawing set to the City and the selected contractor

Barr will provide construction observation and documentation that includes the following tasks:

- Barr will assist with providing approval for material certifications and equipment specifications submitted by the contractor before and during construction
- Barr will make site visits during construction to document construction methods and progress. Barr has assumed 4 site visits will be made during construction. Additional visits may require additional budget.
- Barr will coordinate site visits with the City Project Manager

- Daily observation reports will be provided to the City for their records during each day a construction site visit is made
- Barr is not including any materials testing in this scope of work. Barr assumes in place density testing and other materials tests required in the Technical Specifications will be the responsibility of the contractor.

Barr will prepare Record Drawings following construction based on observations made during site visits and as-built drawings submitted by the contractor. Details of Record Drawing preparation and submittal are below:

- Barr will subcontract with a local professional licensed surveyor to complete a post-construction topographic survey of the improvements.
- Record Drawings will be prepared based on direct observations made by Barr staff during construction observation visits, post-construction topographic survey data, and from as-built drawings submitted by the contractor.

## **Deliverables**

The following deliverables are included in this scope of work:

- Updated Preliminary Engineering Report
- 30% Design Drawings
- 90% Design Drawings and Technical Specifications
- Issued for Bid Drawings and Technical Specifications
- Issued for Construction Drawings and Technical Specifications
- Daily Construction Observation Reports
- Record Drawings

## **Assumptions**

Barr made the following assumptions in this scope of work:

- City will provide relevant sampling and testing data from the 7 Bridges Road CSO Basin sludge to assist with the sludge removal planning
- Barr will subcontract with a local professional licensed surveyor to complete pre-design and post-construction topographic surveys of the site. The fees for these survey activities are included in the estimated budget below.
- City will provide relevant design and construction data and/or drawings from the 7 Bridges Road CSO Basin
- City will provide front end documents for the bid package and they can be used without modification.
- Requests from contractors for information during the bid period will be directed to the City and Barr in writing. Responses will be provided within one business day in writing to all prospective bidders.

- Barr will coordinate site visits directly with the City Project Manager.
- Contractor will be responsible for all construction quality tests required in the Technical Specifications. Costs for these tests were not included in Barr's budget to complete this work.
- Contractor will be responsible for confirming berm raise borrow material meets earthwork specifications provided by Barr. Borrow source investigation and evaluation is not included in this scope of work or estimated budget.
- Barr assumed 4 construction site visits in the budget provided below.
- Deliverables will be electronically submitted to the City.
- A master SCADA system exists that the new controls at the station and basin can be integrated into and the City will provide relevant documentation on this system. Design of a master SCADA system is not included in this proposal.
- Adequate radio communications coverage is available at the site for the use of the remote monitoring and control system. A radio path study is not included in this proposal.
- Adequate electrical capacity is available at the 7 Bridges Road Pump Station for the possible addition of electrically actuated valves. Design of an upgraded electrical service and service equipment, if needed, is not included in this proposal.

## Budget and Schedule

The City will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct the work is **\$167,600**. This total budget amount will not be exceeded, without prior approval from the City. The completion of Tasks 4, 5, and 6 are dependent on the upgrade(s) the City chooses to advance to final design. These tasks may be completed in whole, or in part, but are included in their entirety in this estimated proposal budget for planning purposes.

### Budget Table

| Tasks   | Estimated Labor and Expenses |
|---|------------------------------|
| <sup>1</sup> Task 1 – Document Review and Pre-Design Survey       | \$9,200                      |
| Task 2 – Concept Design and Preliminary Engineering Report Update | \$23,800                     |
| Task 3 – Construction Permit Application                          | \$19,400                     |
| Task 4 – Basin Storage Improvements                               | \$27,200                     |
| Task 5 – Pumping System Design                                    | \$35,900                     |
| Task 6 – Controls and Instrumentation                             | \$20,100                     |
| <sup>1</sup> Task 7 – Bid and Construction Support                | \$32,000                     |
| <b>TOTAL</b>  | <b>\$167,600</b>             |

<sup>1</sup>Task 1 and Task 7 include surveying subcontractor expenses for pre-design and post-construction topographic surveys.

### Schedule

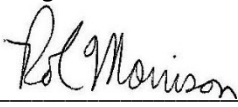
Barr will complete these tasks in accordance with a schedule developed with the City.

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

Sincerely,



Craig Bunger, P.E.  
Senior Civil Engineer

By  \_\_\_\_\_

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023  
Dana Ulmer, City of Moberly, Missouri

By \_\_\_\_\_  
Dana Ulmer  
Its Director of Public Utilities



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** May 15, 2023

**Agenda Item:** A Resolution Accepting The Bid Of Motorola For Police And Fire Department Radios And A Dispatch Radio Console For Moberly Joint Communications.

**Summary:** Moberly Police completed applications for RESCUE ACT FUNDS from Randolph County Missouri for three projects to improve radio communication capabilities for Moberly Police and the Moberly Joint Dispatch Center. Request for bids for new portable radios for Police and a new third position MC7500 radio console for dispatch were requested from Motorola. Under Sec. 2-435, *single-source purchases*, only Motorola was asked for bids for these radios as the Police Department only utilizes Motorola radio equipment and has found Motorola Radios outperform their competitors. The department currently has an MC7500 base radio and only an MC7500 radio would be compatible for a third position. SCG Consulting Services LLC was contracted by Randolph County to oversee the county wide radio upgrade project and was in direct contact with Motorola to ensure we received the best prices possible and put out the RFP for new dispatch furniture for Moberly Joint Communications. Four vendors (Xybix, Adaptaspace, Watson and DTS) submitted proposals with Watson and DTS submitting two proposals.

**Recommended Action** Approve this resolution.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### 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 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\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE BID OF MOTOROLA FOR POLICE AND FIRE DEPARTMENT RADIOS AND A DISPATCH RADIO CONSOLE FOR MOBERLY JOINT COMMUNICATIONS.**

**WHEREAS**, the Moberly Police and Fire Departments secured funding from Randolph County for new portable radios for police and fire personnel and a new third position radio console for the Moberly Joint Communications center; and

**WHEREAS**, SCG Consultant Services, LLC, on behalf of Randolph County, worked with Motorola to secure the best pricing possible for the new equipment in the amount of \$73,370.17; and

**WHEREAS**, by City policy this purchase is considered a single-source purchase due to the need for compatibility between the existing Motorola equipment and new equipment; and

**WHEREAS**, the Moberly Police and Fire Departments recommend acceptance of the Motorola bid and authority to purchase the portable radios and an MC7500 radio console for Moberly dispatch.

**NOW THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Motorola and authorizes the City Manager or his designee to purchase the new radio equipment for the total price of \$73,370.17 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** May 15, 2023

**Agenda Item:** A Resolution Accepting The Bid Of Watson Consoles For Dispatch Furniture For Moberly Joint Communications.

**Summary:** Moberly Police completed applications for RESCUE ACT FUNDS from Randolph County Missouri for three projects to improve radio communication capabilities for Moberly Police and the Moberly Joint Dispatch Center. Request for bids for new portable radios for Police and a new third position MC7500 radio console for dispatch were requested from Motorola. Under Sec. 2-435, *single-source purchases*, only Motorola was asked for bids for these radios as the Police Department only utilizes Motorola radio equipment and has found Motorola Radios outperform their competitors. The department currently has an MC7500 base radio and only an MC7500 radio would be compatible for a third position. SCG Consulting Services LLC was contracted by Randolph County to oversee the county wide radio upgrade project and was in direct contact with Motorola to ensure we received the best prices possible and put out the RFP for new dispatch furniture for Moberly Joint Communications. Four vendors (Xybix, Adaptaspace, Watson and DTS) submitted proposals with Watson and DTS submitting two proposals.

**Recommended Action** Approve this resolution.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### 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 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\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE BID OF WATSON CONSOLES FOR DISPATCH FURNITURE FOR MOBERLY JOINT COMMUNICATIONS.**

**WHEREAS**, the Moberly Police Department secured funding from Randolph County for new dispatch furniture for the Moberly Joint Communications center; and

**WHEREAS**, SCG Consultant Services, LLC, on behalf of Randolph County, issued an RFP requesting bids for the dispatch furniture; and

**WHEREAS**, four (4) bids were received with the bid of Watson Console (“Watson”) being deemed the lowest responsible bid in the amount of \$80,637.49 which bid and amount have been accepted by Randolph County; and

**WHEREAS**, the Moberly Police Department recommends acceptance of the Watson bid and authority to purchase the dispatch furniture.

**NOW THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Watson and authorizes the City Manager or his designee to purchase the new dispatch furniture for the total price of \$80,637.49 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: #9.  
 Department: Administration  
 Date: May 15, 2023

**Agenda Item:** An Ordinance Approving A First Amendment To Cooperative Agreement For Joint Central Dispatch.

**Summary:** This amendment to the 911 services contract will provide an agreement for all users of the services going forward. The proposal is to have the Moberly-Randolph County Joint Communications handle all 911 calls and establish a plan for central dispatching in the future. They plan will be for the county to place on the ballot a question of authorizing a 1/8 cent sales tax for 911 and central dispatching services. If approved by the voters, this service will start in 2027. A funding model exhibit is attached for reference. If the voter approval fails, the Moberly-Randolph County Joint Communications will continue to provide 911 services for all entities, but the RCAD Dispatch Center will continue to do medical call dispatching services. (Tabled at the April 17<sup>th</sup> Meeting, and May 1<sup>st</sup> meeting)

### Recommended

**Action** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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



**BILL NO. 9750****ORDINANCE NO. 9750****AN ORDINANCE APPROVING A FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH.****NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** Heretofore on March 13, 2019, this Council authorized and approved a Cooperative Agreement for Joint Central Dispatch with various agencies in Randolph County.

Since that time the need has arisen to amend the agreement in the form of the attached First Amendment to Cooperative Agreement for Joint Central Dispatch (the "First Amendment") which, among other changes, adds the Randolph County Ambulance District as a party to the agreement.

**SECTION TWO:** The City Council hereby approves the First Amendment and authorizes the City Manager of Moberly to execute the First Amendment on behalf of the City in a form substantially similar to the attachment, upon approval of its final form by the City Attorney.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager and City Attorney to take such other and further action as may be required to accomplish the purposes of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 15th day of May, 2023.

**ATTEST:**\_\_\_\_\_  
Presiding Officer at Meeting\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

*A motion was made by Jeffrey and seconded by Lucas to table Bill No. 9750 until the May 1, 2023, City Council Meeting. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: None. 04/17/2023*

*A motion was made by Kyser and seconded by Jeffrey to table Bill No. 9750 until the May 15, 2023, City Council Meeting. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: None. 05/01/2023*

## **FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH (this “*First Amendment*”) to that certain Cooperative Agreement for Joint Central Dispatch dated as of March 13, 2019 (the “*Original Agreement*”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “*Effective Date*”) by and among the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*City*”); the **COUNTY OF RANDOLPH**, by and through the Randolph County Commission, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “*County*”); and **RANDOLPH COUNTY AMBULANCE DISTRICT**, an ambulance district established and existing pursuant to sections 190.01 through 190.090 of the Revised Statutes of Missouri, as amended, and having a principal office at 1366 US-24, Moberly, Missouri 65270 (the “*RCAD*”) (each being a “*Party*” and collectively referred to as the “*Parties*”).

### **RECITALS**

**A.** The Parties mutually acknowledge that the cost of providing and maintaining separate emergency dispatch communications staffing is fiscally inefficient and burdensome for those entities providing emergency services in Randolph County (collectively, the “*Service Providers*”) and, recognizing that the City has the capacity and willingness to provide adequate facilities for joint central communications dispatch services for all Services Providers, the City and the County, together with certain individual Service Providers had entered into the Original Agreement whereby the City provides dispatch services for public safety calls for the Randolph County Sheriff’s Department and other Service Providers and the City, and the County contributes funds toward the operations and maintenance of that system.

**B.** The Parties further mutually acknowledge that even under the terms of the Original Agreement the joint central emergency communications and dispatch system currently operates at a significant deficit and, further, is in need of various technological upgrades and improvements necessary to maintain adequate service, all as outlined in that certain 9-1-1 Call Flow Analysis Report dated April 1, 2021 and prepared by SCG Consulting Services, LLC (the “*911 Report*”); and to address deficiencies identified in the 911 Report and to provide reasonable funds to address the financial and technological needs of the joint central communications dispatch system, the Parties have entered into this First Amendment and wish to commit, subject to applicable voter approval, certain funding sources necessary to upgrade the joint central communications dispatch system and to address operating deficits of the system.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the City and the County hereby agree as follows:

**1. Ratification and Acceptance of Original Agreement; RCAD Added as Party.** The Parties and specifically the RCAD hereby ratify, accept, and bind themselves to the terms of the

Original Agreement as amended by this First Amendment with the effect that the RCAD is hereby added as a party to the Original Agreement and hereby agrees to abide by the terms of the Original Agreement as amended by this First Amendment.

**2. Section 1 of the Original Agreement Amended.** The Original Agreement is hereby amended by deleting therefrom Section 1, “PSAP and Dispatch Services” in its entirety and by substituting therefor the following Section 1:

**“1. PSAP and Dispatch Services.** The City shall continue during the term of this Agreement: (i) to provide for central emergency dispatch communications for public safety and other emergency calls for the County Sheriff’s Department (collectively the “Dispatch Services”); and (ii) to act as the “public safety answering point” (as that term is used and defined in section 190.400(5) of the Revised Statutes of Missouri, as amended, or applicable successor enactments) (“PSAP”) to provide all PSAP operations including call forwarding for safety and other emergency calls for the County and within unincorporated areas of the County (collectively, “PSAP Services” and, together with the Dispatch Services, the “9-1-1 Services”), for all incorporated municipalities located within the County including the City, for the Randolph County Ambulance District, and for the following fire districts located within the county: Higbee Fire Protection District; Southeastern Fire Protection District; Eastern Randolph County Fire District; Northeastern Rural Fire Protection District; and Westran Fire Protection District (said fire districts being referred to herein as the “Rural Fire Districts”).”

The Original Agreement is hereby further amended by deleting therefrom “Exhibit A” as referred to in Section 1 of the Original Agreement in its entirety.

**3. Section 2 of Original Agreement Amended.** The Original Agreement is hereby amended by deleting therefrom Section 2, “Contributions” in its entirety and by substituting therefor the following Section 2:

**“2. Contributions; Further Undertakings of the Parties.** For purposes of funding the operations, maintenance, and upgrading of the 9-1-1 Services, the Parties shall make the following contributions and commitments and levy and otherwise agree to the following charges and other terms:

**a.** The County shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as “Randolph County Landlines”, “Randolph County Cell Phones”, and “County User Fee” in **Table A** of **Exhibit 1** that are in place and effective as of the period of such funds, which is attached to and incorporated by reference in this Agreement, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended.

**b.** The County further agrees to apply for and utilize any and all amounts received by the County from time to time under the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, Pub.L. 117–2 (“**ARPA**”), to remit to the City for deposit into the City 911 Funds the sums shown as

“ARPA Grant Funds” in **Exhibit 1, Table A** for the years 2022, 2023, 2024, 2025, and 2026, and also to provide additional ARPA funding, up to a total amount of ARPA funding of three million dollars (\$3M) to fund all, or as much as practicable based upon the amount of ARPA funds actually received, of costs for obtaining, purchasing, installing, and providing to the PSAP centralized 9-1-1 dispatch center for use in and serving the needs of the PSAP centralized 9-1-1 dispatch center the radio systems equipment identified in the table attached as **Exhibit 2** and incorporated by reference in this Agreement. An initial list of such equipment was included in the *Public Safety Radio Systems Analysis – Findings and Recommendations* dated June 2022 and prepared by SCG Consulting Services LLC. **Exhibit 2** reflects an update of such list based upon currently available information. The County shall either purchase such radio systems equipment directly for use in the PSAP centralized 9-1-1 dispatch center, or the City or RCAD may request reimbursement from the County for such purchases if the County has approved each purchase in advance. In the event that the County’s expenditure of ARPA funds as contemplated in this paragraph reaches three million dollars (\$3M), then the costs for any additional equipment purchases needed will be shared by the parties in proportion to the 9-1-1 Services call volume of each Party, provided that this limitation shall not apply if any additional round of ARPA funding is approved by Congress after January 1, 2023.

c. The City shall commit, provide for in each annual budget, and apply not less than annually from any legally available source or combination of sources the sums for each year shown as “City of Moberly Landlines” and “City of Moberly User Fee” in **Exhibit 1, Table A**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended; and in addition, the City shall recruit, hire, and employ an additional three and one half full time dispatch positions for service at the PSAP centralized 9-1-1 dispatch center.

d. The RCAD shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as “RCAD User Fee” in **Exhibit 1, Table A**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended. The RCAD shall pay the 2023-24 RCAD User Fee on July 1, 2023.

e. The Parties hereby acknowledge and agree that the sums set forth in **Exhibit 1** reflect and are based upon reasonable estimates of respective 9-1-1 Dispatch call volumes. For purposes of this Agreement, a service call is considered to be attributable to a Party based upon the type of service (police, fire, or medical) and the geographic location of an emergency incident requiring a response by one or more of the Parties. Currently, the Parties estimate their respective shares of emergency service call volumes to be: 20% County, 30% RCAD, and 50% City. As dispatch operations are consolidated and/or better technology and/or data becomes available to re-calculate the respective shares of the Parties of service call volumes, such information shall be distributed to the Parties and the user fees of each Party shall be adjusted accordingly for future years.

f. In addition to the monetary obligations set forth herein, the City hereby commits to providing a parcel of land adequate to support the construction and

maintenance of a new communications tower, and RCAD hereby commits to providing adequate installation locations for transmission repeaters, all to support the 9-1-1 Services. The provisions of this section are not to be allocated against the County financial commitments.

g. The Parties acknowledge that the funding contributions set forth in **Exhibit 1, Table A** contemplate the passage of a new sales tax by the County, from which no less than 1/8 cent of said tax will be dedicated to funding the 9-1-1 Services beginning approximately in the second half of 2027, with said funding to be remitted to a specific fund to be established for the Moberly Joint Dispatch Center. The County hereby commits to developing a ballot measure that will include such new sales tax, whether independently or as part of larger sales tax measure, and submitting such ballot measure for approval by voters at an election to be held no later than November, 2024.

h. The Parties further acknowledge that in the event the additional sales tax revenue, or some alternative and substantially equivalent source of funding, is not dedicated to support the 9-1-1 Services by 2026, then the Parties will continue to operate two dispatch centers, with parties paying user fees for costs in proportion to the 9-1-1 Services call volume of each Party. **Exhibit 1, Table B** shows the current estimated costs for such scenario.

i. In addition to the foregoing contributions and undertakings, the Parties agree to cooperate and undertake the consolidation of current RCAD dispatch operations within the PSAP centralized 9-1-1 dispatch center, with the effect that the PSAP centralized 9-1-1 dispatch center shall serve as the single dispatch center for all 9-1-1 calls within Randolph County. As part of these efforts, the City agrees that once the equipment identified in the table attached as **Exhibit 2** is installed and operational, the PSAP centralized 9-1-1 dispatch center will assume responsibility from RCAD for dispatching all fire-related calls of the Rural Fire Districts. RCAD agrees to continue dispatching all medical-related calls of the Rural Fire Districts until such time as the PSAP centralized 9-1-1 dispatch center hires and trains additional emergency medical dispatchers and executes a plan to assume responsibility for such medical-related calls, which is expected to occur if additional funding becomes available as described in Subsection (g) above or from some other source.

4. **Section 3 of Original Agreement Amended.** The Original Agreement is hereby further amended by deleting therefrom Section 3, “Administration; 9-1-1 Advisory Board” in its entirety and by substituting therefor the following Section 3:

“3. **Administration; 9-1-1 Advisory Board; Composition.** Operational details for Dispatching Services shall be established by the City and adhered to by the Parties as such parties accept the operational details as presented in advance by the City and to the extent of approved budgets; *provided that* the County or the RCAD may recommend protocols and procedures from time to time through the 9-1-1- Advisory Board established pursuant to this **Section 3**. As part of the staffing for the 9-1-1 Services, the City shall create the position of and recruit, hire and employ a 9-1-1 Director who shall be an employee of the



City who shall oversee and supervise the 9-1-1 Services. The County shall establish by order a 9-1-1 Advisory Board to advise the 9-1-1 Director and the City regarding recommended protocols, procedures, technological upgrades and similar in respect of the 9-1-1 Services from time to time. The 9-1-1 Advisory Board so created shall have the following specific duties: (i) to prepare recommended annual budgets for the use and application of the funds from contributions and service fee charges provided for in Section 2 of this Agreement; (ii) to monitor the allocation of such funds and the provision of 9-1-1 Services in the County; (iii) to coordinate the implementation, upgrading or maintenance of the system, including making of recommendations for equipment specifications and coding systems; (iv) to undertake such studies or investigations and to make such recommendations as may be necessary or desirable for the proper functioning and delivery of the 9-1-1 Services; and (v) to establish amounts for service fee charges for any Public Agency (as that term is defined in Section 190.300 RSMo., as amended) that is a user of PSAP Services other than the City, County, and RCAD, and to review such amounts yearly and revise them as needed. Once such user fees are established for any agency other than the City, County, and RCAD, those fees will be included in budgeting and proportionately reduce user fees of the City, County, and RCAD. The 9-1-1 Advisory Board shall consist of seven (7) members consisting of: (i) the County's Presiding Commissioner serving as the County Chief Emergency Management Officer or in an extended absence, a designated current County Commissioner; (ii) One (1) representative appointed by all of fire districts receiving the 9-1-1-Services under this Agreement, selected in any manner the foregoing districts may determine; (iii) One (1) representative of the Randolph County Sheriff's Department; (iv) One (1) representative of the Randolph County Ambulance District; (v) One (1) representative of the Moberly Fire Department; (vi) One (1) representative of the City of Moberly appointed by the City Council; and (vii) the 9-1-1 Director, who shall serve as non-voting ex-officio Chair. The 9-1-1 Advisory Board shall meet at least quarterly. The 9-1-1 Director shall not vote."

**5. Section 4 of Original Agreement Amended.** The Original Agreement is hereby further amended by deleting therefrom Section 4, "Term, Effect" in its entirety and by substituting therefor the following Section 4:

**"4. Term; Effect; Subject to Annual Appropriations.**

- a.** Subject to an Event of Non-Appropriation as defined below, the term of this Agreement shall commence on July 1, 2023 (the "Effective Date") and remain in force and effect for a period of Five (5) years following the Effective Date (the "Amended Initial Period") and thereafter shall automatically renew for successive periods of One (1) year each for two (2) years; *provided that* after the expiration of the Amended Initial Period, this Agreement may be terminated by the City, County, or RCAD upon six (6) months prior written notice delivered as provided in Section 5 of this Agreement. This Agreement supersedes any prior agreement for 911 dispatch services between the Parties and any such agreement shall be of no further force and effect except that the Original Agreement as amended exists.
- b.** In the event that any Party fails to appropriate or otherwise allocate funds sufficient to satisfy the obligations of such Party under this Agreement for the succeeding fiscal year

of such party (an “***Event of Non-Appropriation***”), then the funding obligations of such Party shall terminate as of the last day of the then current fiscal year of such party. If an Event of Non-Appropriation occurs, the Party failing to make such appropriation or allocation shall promptly provide written notice to the other Parties, and the other Parties shall then promptly meet and confer to develop a plan for proceeding under this Agreement without the participation of the Party causing the Event of Non-Appropriation. Subject to the possibility of an Event of Non-Appropriation, each Party hereby affirms its intention to continue funding its obligations under this Agreement at least through the duration of the Amended Initial Period.

- c. To the extent this Agreement is terminated properly, the City shall compensate the County for equipment that is listed under Item No. A in **Exhibit 2** (tower site equipment) that was purchased by the County, based upon the value of such equipment as of the date of termination.”

6. **Section 6 of Original Agreement Amended.** The Original Agreement is hereby further amended by deleting therefrom Section 6, “Indemnification” in its entirety and by substituting therefor the following Section 6:

“6. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold the other Parties, and their respective governing body members, officers, and employees, harmless from and against any and all suits or claims by persons or entities other than signatories to this Agreement, including cost of reasonable attorneys’ fees, resulting from the City’s provision of the 9-1-1 Services; *provided that* the indemnification contained in this **Section 6** shall not extend to claims resulting in any way from (i) the willful misconduct or negligence of officials, employees and agents or any Party and for which such Party is held to be liable or such officials, employees or agents are held to be individually liable; and (ii) any legal action brought challenging all or any part of this Agreement or the approval thereof by any Party (other than procedural defects which defects may not be subsequently corrected by such Party) or any ordinance or order adopted in connection with this Agreement as hereby amended or the 9-1-1 Services, or any payment of costs under this Agreement. This provision is not intended to waive sovereign immunity and other defenses of each party unless so ordered by a court of competent jurisdiction.”

7. **Section 7 of Original Agreement Amended.** The Original Agreement is hereby further amended by deleting therefrom Section 7, “Notices” in its entirety and by substituting therefor the following Section 7:

“7. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

*If to the City:*

City of Moberly  
101 West Reed Street - City Hall  
Moberly, Missouri 65270  
Attn: City Manager

*with a copy to:*

Cunningham, Vogel & Rost, P.C.  
3660 S. Geyer Road, Suite 340  
St. Louis, Missouri 63127  
Attn: Greg H. Dohrman, Esq.

*If to the County*

The County of Randolph  
County Administration Building  
372 HWY JJ  
Huntsville, Missouri 65259  
Attn: Presiding Commissioner

*with a copy to:*

Schraeder Law Firm P.C.  
4579 Laclede Avenue  
Suite 142  
St. Louis, Missouri 63108  
Attn: Ivan Schraeder, Esq.

*If to the RCAD:*

Randolph County Ambulance District  
1366 US-24  
Moberly, Missouri 65270  
Attn: Chief Executive Officer

*with a copy to:*

EMS Legal Services, LLC  
112 E. Morrison Street, PO Box 329  
Fayette, Missouri 65248  
Attn: Frank Flaspohler, Esq.”

**8. References to Other Parties.** References in the Original Agreement to the “other Party” shall be understood to mean the “other Parties”, “neither Party” shall be understood to mean “no Party”, and “City and the County” shall instead be understood to mean “the Parties” which, upon this Amendment, shall mean the City, County, and RCAD.

**9. User Agreements.** The City is hereby authorized to enter into agreements with users of all or any portion of the Dispatch Services, with the charges for such services being established by the 9-1-1 Advisory Board as described in Section 3 of this Agreement. The Parties acknowledge that the funding solution reflected in **Exhibit 1** is based on user fees being implemented for such users beginning in 2025.

**10. Ratification of Original Agreement as Amended; Conflicts.** The Original Agreement as modified and amended by this First Amendment is hereby ratified and confirmed by each of the Parties. Except for the specific modifications and amendments contained in this First Amendment, all other terms of the Original Agreement shall remain unchanged, in full force and effect, and binding on each of the Parties; *provided that* in the event of any conflict between the terms of this First Amendment and those of the Original Agreement, the terms of this First Amendment shall govern and the Original Agreement shall be deemed modified to the extent of the conflict.

*[Remainder of page left blank intentionally. Signatures of the parties appear on the following page(s).]*

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**THE COUNTY OF RANDOLPH**

By: \_\_\_\_\_  
Presiding Commissioner

**ATTEST:**

\_\_\_\_\_  
Terri Maddox, County Clerk

**RANDOLPH COUNTY AMBULANCE  
DISTRICT**

By: \_\_\_\_\_  
Title:

**ATTEST:**

\_\_\_\_\_

## Exhibit 1

**Table A: Funding Solution for Central Dispatch,  
With Sales Tax Approved**

| Revenues                             | 2022 (Actual) | 2023 (Budget) | 2024 (Est.) | 2025    | 2026    | 2027    | 2028      | 2029    | TOTAL     |
|--------------------------------------|---------------|---------------|-------------|---------|---------|---------|-----------|---------|-----------|
| City of Moberly Landlines            | 67,722.16     | 72,000        | 70,000      | 70,000  | 70,000  | 70,000  | 70,000    | 70,000  | 559,722   |
| Randolph County Landlines            | 4,504.97      | 10,000        | 10,000      | 10,000  | 10,000  | 10,000  | 10,000    | 10,000  | 74,505    |
| Randolph County Cell Phones          | 222,620.90    | 200,000       | 205,000     | 210,000 | 215,000 | 220,000 | 225,000   | 230,000 | 1,727,621 |
| City of Moberly User Fee             | 250,000.00    | 250,000       | 250,000     | 250,000 | 260,000 | 260,000 | 73,000    | 87,500  | 1,680,500 |
| RCAD User Fee                        | 0             | 0             | 70,838      | 99,000  | 50,400  | 49,200  | 78,000    | 52,500  | 399,938   |
| County User Fee                      | 0             | 0             | 47,225      | 66,000  | 33,600  | 32,800  | 52,000    | 35,000  | 266,625   |
| Rural FD User Fee                    | 0             | 0             | 0           | 5,000   | 5,000   | 5,000   | 5,000     | 5,000   | 25,000    |
| County ARPA Funds                    | 0             | 47,992        | 150,078     | 56,000  | 58,000  |         | 0         | 0       | 312,070   |
| COUNTY GO 1/8 Cent Sales Tax         | 0             | 0             | 0           | 0       | 0       | 250,000 | 500,000   | 500,000 | 1,250,000 |
| Total Revenue                        | 544,848.03    | 579,992       | 803,141     | 766,000 | 702,000 | 897,000 | 1,013,000 | 990,000 | 6,295,981 |
| Total Estimated Operational Expenses | 664,652.35    | 698,055       | 700,000     | 685,000 | 690,000 | 945,000 | 961,000   | 990,000 | 6,333,707 |
| ARPA Funded Capital Improvements     |               |               | 150,078     |         |         |         |           |         |           |
| OVER UNDER REVENUE                   | -119,804      | -118,063      | -46,937     | 81,000  | 12,000  | -48,000 | 52,000    | 0       | -187,804  |

**Table B: Two Dispatch Option,  
NO Sales Tax Approved**

| Revenues                    | 2022 (Actual) | 2023 (Budget) | 2024 (Est.) | 2025    | 2026    | 2027    | 2028    | 2029    | TOTAL     |
|-----------------------------|---------------|---------------|-------------|---------|---------|---------|---------|---------|-----------|
| City of Moberly Landlines   | 67,722.16     | 72,000        | 70,000      | 70,000  | 70,000  | 70,000  | 70,000  | 70,000  | 559,722   |
| Randolph County Landlines   | 4,504.97      | 10,000        | 10,000      | 10,000  | 10,000  | 10,000  | 10,000  | 10,000  | 74,505    |
| Randolph County Cell Phones | 222,620.90    | 200,000       | 205,000     | 210,000 | 215,000 | 220,000 | 225,000 | 230,000 | 1,727,621 |
| City of Moberly User Fee    | 250,000.00    | 250,000       | 250,000     | 250,000 | 260,000 | 260,000 | 260,000 | 260,000 | 2,040,000 |
| RCAD User Fee               | 0             | 0.00          | 100,833     | 84,000  | 87,000  | 81,000  | 82,200  | 82,200  | 517,233   |
| County User Fee             | 0             | 0             | 0           | 0       | 0       | 55,000  | 54,800  | 54,800  | 164,600   |
| Rural FD User Fee           | 0             | 0             | 0           | 5,000   | 5,000   | 5,000   | 5,000   | 5,000   | 25,000    |
| County ARPA Funds           | 0             | 47,921.73     | 220,222     | 56,000  | 58,000  |         | 0       | 0       | 382,144   |
| 1/8 Cent Sales Tax          | 0.00          | 0             | 0           | 0       | 0       | 0       | 0       | 0       | 0         |
| Total Revenue               | 544,848.03    | 579,922       | 856,055     | 685,000 | 705,000 | 701,000 | 707,000 | 712,000 | 5,490,825 |
| Total Estimated Expenses    | 664,652.35    | 698,055       | 828,000     | 685,000 | 690,000 | 697,000 | 702,000 | 707,000 | 5,671,707 |
| OVER UNDER REVENUE          | -119,804.32   | -118,133      | 28,055      | 0       | 15,000  | 4,000   | 5,000   | 5,000   | -180,883  |



## Exhibit 2

| Rev: October 14, 2022  |  |                                  |                                       |                  |
|--|--|----------------------------------|---------------------------------------|------------------|
| Randolph County Missouri - Public Safety Radio System Project Planning |  |                                  |                                       |                  |
| Item No  | Equipment and Services   | MRJCC Dispatch Rural Fire Analog | MRJCC Dispatch Rural Fire P25 Digital | Actual           |
| A  | Tower Site in Moberly: 250-ft Self Supporting Tower  | \$ 550,000                       | \$ 550,000                            |                  |
| B1   | VHF P25 Repeater System - Moberly Police Dept.   | \$ 45,000                        | \$ 45,000                             |                  |
| B2   | VHF P25 Mobile and Portable Radios for Moberly Police Dept. (based on recent proposal)   | \$ 92,160                        | \$ 92,160                             |                  |
| B3   | VHF P25 Repeater System - Moberly Fire Dept.   | \$ 40,000                        | \$ 40,000                             |                  |
| B4   | VHF P25 Mobile and Portable Radios for Moberly Fire Dept. (est, based on recent proposals)   | \$ 111,360                       | \$ 111,360                            |                  |
| B5   | MRJCC Add 3rd Moto MCC7500 Dispatch Console  | \$ 110,000                       | \$ 110,000                            | \$ 85,000        |
| B6   | MRJCC New 3-Pos Dispatch Workstation Furniture   | \$ 105,000                       | \$ 105,000                            |                  |
| B7   | MRJCC CAD/EMS Software Interface   | \$ 40,000                        | \$ 40,000                             |                  |
| B8   | MRJCC/Moberly Contingency & Proj. Mgmt   | \$ 44,000                        | \$ 44,000                             |                  |
| C  | MOSWIN P25 Mobile and Portable Radios for Randolph County Sheriff's Office (costs based on recent proposal from Motorola/Wireless USA) | \$ 554,968                       | \$ 554,968                            |                  |
| D1   | VHF P25 6-Site VHF Simulcast Repeater System for RCAD and Rural Fire Operations  | \$ 450,000                       | \$ 450,000                            |                  |
| D2   | VHF Mobile, Portable and Pager Radios for Randolph County Rural Fire Agencies (refer to Report; does not include radios for RCAD)      | \$ 433,300                       | \$ 641,200                            |                  |
| E1   | VHF Repeater for RCAD (Analog or P25)  | \$ 15,000                        | \$ 50,000                             |                  |
| E2   | VHF P25 Mobile, Portable Pager Radios for RCAD Dept.   | \$ 94,000                        | \$ 94,000                             |                  |
| E3   | New MCC7500 Dispatch Consoles for RCAD   |                                  |                                       |                  |
| F  | New VHF P25 Mobile & Portable Radios Huntsville PD   | \$ 39,147                        | \$ 39,147                             |                  |
| G  | Project Contingency  | \$ 75,000                        | \$ 75,000                             |                  |
| H  | FCC Licensing Fees   | \$ 10,000                        | \$ 10,000                             |                  |
| I  | Project Management (included in each total above)  |                                  |                                       |                  |
| J  | Radio User Training Services   | \$ 15,000                        | \$ 15,000                             |                  |
|  | <b>Total - System/Project Costs</b>  | <b>\$ 2,823,935</b>              | <b>\$ 3,066,835</b>                   | <b>\$ 85,000</b> |

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#10.

Department: Community Development  
Date: May 15, 2023

**Agenda Item:** An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Preliminary Development Plat And Planned Development District Application Of Tony Stuart For Property Located In The 400 Block Of North 4th Street.

**Summary:** The proposed site is located in the 400 Block of N 4<sup>th</sup> and 5<sup>th</sup> St. The property to the north is zoned M-1 (Industrial District), to the west is zoned R-3.

The Planning & Zoning Commission recommended approval for the request of the rezoning.

### Recommended

**Action:** Approve this ordinance

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |  |
|---|--|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes               |
| <input type="checkbox"/> Staff Report       | <input checked="" 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\_\_\_ **Brubaker**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAT AND PLANNED DEVELOPMENT DISTRICT APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN THE 400 BLOCK OF NORTH 4TH STREET.**

**WHEREAS**, on March 31, 2023, Nate Kohl on behalf of Tony Stuart submitted Rezoning Applications, a Planned Development District Application and a Preliminary Development Plat (“Uptown Homes”) to the Zoning Administrator to rezone and replat property described as Lots 10, 11, 18, 19, 20, 21 and 22 of Block 9 of Williams Second Addition to the City of Moberly; and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on April 24, 2023, at which time the Commission recommended approval of the Planned Development District and the Preliminary Development Plat after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

**WHEREAS**, the Commission recommended approval of the Planned Development District and the Preliminary Development Plat.

**WHEREAS**, the City Council has previously approved the rezoning of the property to R-3/PD (Multi-family Dwelling District/Planned Development) and considered the Planned Development District application and Preliminary Development Plat and the findings, conclusions and conditions of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT ORDAINED** the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the Planned Development District application and Preliminary Development Plat for Lots 10, 11, 18, 19, 20, 21, and 22 of Block 9 of Williams Second Addition and further directs the filing of the Final Development Plan and the final Plat for approval.

**PASSED AND ADOPTED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer at Meeting\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

City of *Moberly!*

*Memorandum*

**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *Preliminary Development Plat (Agenda Items 3)*

**Meeting:** *April 24, 2023*

**Public Hearing to consider:**

Notice of Public Hearing for a Preliminary Development Plat and Planned Development submitted by Nate Kohl on behalf of Tony Stuart for a re-platting of property lines in the 400 block of N 5<sup>th</sup> St and 400 block of N 4<sup>th</sup> St.

**Comments:**

The properties involved in the Preliminary Development Plat and Planned Development are 402 N 5<sup>th</sup> St through 412 N 5<sup>th</sup> St and the adjacent lot that is at the corner of Franklin St and N 5<sup>th</sup> St. This application also considers the lot at N 4<sup>th</sup> St and Franklin St that was previously a Sub Station for Ameren UE. The existing platted lots that are impacted by this application include Lots 10, 11, 18, 19, 20, 21, and 22 of Block 9 of Williams 2<sup>nd</sup> Addition.

Lots 10 and 11 face 4<sup>th</sup> Street and are currently zoned as B-3 General Commercial District and require Re-zoning as part of the re-platting process to conform to the requested base zoning requirements of R-3 Multifamily Residential for the proposed use.

Lots 18, 19, 20, 21, and 22 face 5<sup>th</sup> Street and were recently re-zoned by City of Moberly to R-3 Multifamily Residential District to promote and seek development of Multifamily Residential Development adjacent to the Downtown District. These will require re-zoning and re-platting to meet the proposed layout and setbacks for the intended use.

R-3 Residential District Standards can be found in our Zoning Regulations in Chapter 46-81. The zoning standards of the R-3 District allow for Single Family, Two Family, and Multi-family structures; each of which have slightly different requirements for setbacks, livable square footage, etc.

The proposed application is a re-platting and re-zoning application for the existing lots of Williams 2<sup>nd</sup> Addition that are mentioned above.

**City Staff Review:**

City Staff has reviewed the application and the code sections that apply. The existing proposed design for the re-plat and re-zoning of the lots is requesting to change the existing 5 lots on N 5<sup>th</sup> Street to become 7 lots on N 5<sup>th</sup> St. The 2 existing lots on N 4<sup>th</sup> Street will remain as 2 lots but shift property lines to accommodate the planned

development single family homes proposed for the area. The proposed layout is to build 9 Single Family Homes in the area for rental or resale use.

The Zoning Standards for Single Family Homes in the R-3 Multifamily Zoning District includes a minimum lot size of 6,000 sq ft with 60 ft of frontage. The proposed development will create lots with roughly 4400 sq ft of lot size (5200 sq ft on corners) and 37 ft of frontage. The landscaping ordinance and zoning standards for this district also allow for up to 50% coverage of impervious surface and structures on the lots, the proposed development includes 60% impervious surfaces.

After reviewing the proposed planned development requests, the developer is requesting a reduction in lot square footage from 6,000 sq ft to 4400 sq ft, a reduction in lot frontage from 60 ft to 37 ft, and an increase in lot coverage from 50% to 60%.

The development shows an increase in additional visitor parking in addition to the garages on the north side for additional (13 spaces) parking. Also, existing infrastructure in the form of streets, water, sewer, electrical, fire hydrants, and lighting are already in place for these lots. There are not intended to be any additional construction plans to submit for infrastructure development following this proposed platting / planned development.

City Staff recommends that if there are no additional changes or recommendations by the Planning and Zoning Commission, that they forward the Plat/Planned Development applications to City Council with consideration as a Final Plat as there is no infrastructure development to occur that would require dedication to City of Moberly.

Preliminary Development Plan/ Planned Developments/ Re-zoning applications do require additional approval by the City Council for acceptance in Moberly, MO.

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Respectfully Submitted Aaron Decker



CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI  
PRELIMINARY DEVELOPMENT PLAN 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: X Tony Stuart Phone: X 573-819-3643  
Address: X 846 CR 2650 Clark, MO Zip: X 65243  
Owner: City of Moberly Phone: 660-269-8705  
Address: 101 W. Reed St. Zip: 65270

## PROPERTY INFORMATION:

Street Address or General Location of Property: 400 Block of N. 5th St.  
Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Present Zoning R-3 PD Present Use of Property: Vacant

Proposed Use(s) (All uses are permitted in the Planned Development District; however, each use included in a particular "PD" must be specified below as well as on the Preliminary and Final Development Plans). Residential  
Single Family Lots with Adjusted Zoning Characteristics

What is the acreage for each of the following types of use within the Planned Unit Development?

Residential 0.63 Acres Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

**CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL**

**SURROUNDING LAND USE AND ZONING:**

|       | <u>Land Use</u>       | <u>Zoning</u>  |
|-------|-----------------------|----------------|
| North | <u>Ameren UE</u>      | <u>M-1</u>     |
| South | <u>Church</u>         | <u>B-3</u>     |
| East  | <u>Parking</u>        | <u>B-3</u>     |
| West  | <u>Parking/Church</u> | <u>B-3/R-3</u> |

**RELATIONSHIP TO EXISTING ZONING PATTERN AND NEIGHBORING AREA:**

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

If yes, explain: \_\_\_\_\_

2. Describe how the proposed Planned Development will not have a substantial adverse affect on the neighboring area. \_\_\_\_\_

**CONFORMANCE WITH COMPREHENSIVE PLAN:**

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? If yes, on a separate sheet of paper please explain how.

Yes \_\_\_\_\_ No X

2. Is the proposed Planned Development consistent with the types of land uses indicated on the Future Land Use Map for the applicable tract of land? If yes, on separate sheet of paper please explain how.

Yes \_\_\_\_\_ No X

**TRAFFIC CONDITIONS:**

1. Identify the street(s) with access to the property: Franklin St., 5<sup>th</sup> Street,  
4<sup>th</sup> Street, West End Place

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

| <u>Street Name</u>        | <u>Classification</u> | <u>Right-of-Way Width</u> |
|---------------------------|-----------------------|---------------------------|
| <u>Franklin</u>           | <u>Collector</u>      |                           |
| <u>4<sup>th</sup> St.</u> | <u>Collector</u>      |                           |
| <u>5<sup>th</sup> St.</u> | <u>Collector</u>      |                           |

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CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENTS:

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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 located 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. Fifteen (15) copies of the preliminary development plan for review and approval by the Planning and Zoning Commission, which said plan shall include the information as specified in the Zoning Regulations.

  
Applicant's Signature

4-4-2023  
Date

**City Of Moberly Subdivision Regulations**  
*Subdivision – Procedures, Specifications & Approval Process*

**Section 4.03 Preliminary Plat.**

- A. Intent. The Preliminary Plat contains accurate preliminary planning and engineering. Although not a survey, the accuracy and design is such that only minor changes are to be expected in the Final Plat. Only minor revisions warranted by final engineering, surveying or other required changes are expected following approval of the Preliminary Plat. Unless part of a Planned Development district zoning or otherwise specified, the Preliminary Plat is not recorded. Rather it serves as a benchmark for reviewing and approving the Final Plat. A revised Preliminary Plat may be required for any subdivision that proposes a major deviation from a previously approved Preliminary Plat at the time of Final Plat application.
  
- B. General.
  - 1. Preliminary plat submittal is required for all Major Subdivisions.
  - 2.
  - 3. In order to proceed, the applicant shall submit an application for approval of a Preliminary Plat within 120 days of the Sketch Plat meeting. If the Preliminary Plat application is not filed within the 120-day period, the applicant must resubmit a Sketch Plat and meet with Community Development Staff per the requirements of Section 4.02, unless a reasonable extension is granted by staff.
  - 4. The Preliminary Plat shall generally conform to the Sketch Plat.
  
- C. Application Procedure and Requirements.
  - 1. Application: Preliminary Plat Application shall be made on forms available at City Hall or in the City of Moberly Procedures Manual. All applications shall be filled out in their entirety. Applications shall be reviewed for completeness and if the City determines that the application is complete, the application shall then be processed. If the City determines that it is incomplete, the City shall notify the applicant of the specific ways in which the application is deficient. Incomplete applications will not be accepted, or placed on an agenda for review and consideration. As such, applicants are encouraged to submit applications earlier than the deadlines specified in the adopted City of Moberly Application and Review Schedule.
  - 2. Fees: A filing fee and deposit shall be charged and collected from the applicant in an amount as established by the Governing Body by ordinance or resolution. A separate filing fee and deposit shall be required for each Preliminary Plat application. The Preliminary Plat shall not be accepted for filing until the filing fee and deposit has been paid by the subdivider.
  - 3. Submittal Materials: The subdivider shall submit one original and the required number of folded prints or copies of the Preliminary Plat, and a vicinity map (if not on the Preliminary Plat) showing the location of the proposed subdivision.



## **City Of Moberly Subdivision Regulations**

### **Subdivision – Procedures, Specifications & Approval Process**

These plans shall be filed with the Community Development Staff according to the adopted City of Moberly Application and Review Schedule.

4. Notification: The subdivider shall provide a complete list of the names and mailing addresses of the last known record owners, as prepared by the County Clerk or title company, of all property within 200 feet of the property being proposed for subdividing or resubdividing. The City shall mail a notice to all property owners on the list stating the time and place that the proposed subdivision shall be heard. Failure to received mailed notice shall not invalidate any action taken on the application.

D. Preliminary Plat Features. All Preliminary Plats shall contain:

1. Scale of the plat, 1" = 100' or larger.
2. A vicinity map at a scale of 1" = 1000' or larger, showing streets and street names within 500 feet of the boundaries of the proposed subdivision.
3. The proposed name of the subdivision. The name shall not duplicate or too closely resemble the name or names of any existing subdivision(s).
4. The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
5. The names and addresses of the subdivider, developer, owner, and the engineer or land surveyor who prepared the plat.
6. Date of preparation and north point.
7. Existing conditions:
  - a. Current zoning classification, existing, projected and proposed land use.
  - b. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision.
8.
  - a. All existing sewers, water mains, gas mains, culverts, or other underground installations, within or adjacent to the proposed subdivision, with pipe size and manholes, grades and location.
  - b. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land.
  - c. Topography with contour intervals of not more than two feet, referred to U.S.G.S. datum; where the ground is too flat for contours, spot elevations shall be provided.



**City Of Moberly Subdivision Regulations**  
***Subdivision – Procedures, Specifications & Approval Process***

- d. Location of watercourses, bridges, wooded areas, lakes, ravines, floodplain, and such other features as may be pertinent to the subdivision.
9. Proposed improvements:
- a. The general arrangements of lots and their approximate size. Additional sheets may be warranted based upon the size of the proposed development.
  - b. Location and width of proposed streets, alleys, and pedestrian ways and easements.
  - c. The general plan of sewage disposal, water supply and drainage, including a map showing the drainage area of each major drainage way.
  - d. Location and size of proposed parks, playgrounds, churches, school sites or other special uses of land to be considered for reservation or dedication for public use. Including calculations for required open space dedication.
  - e. General street layout of adjacent property within 200 feet to show how streets and other public facilities in the proposed subdivision relate to the adjacent property.
  - f. Approximate gradient of streets.
  - g. Relation to adjacent unsubdivided land.
  - h. A table showing gross acreage of the subdivision; acreage of each applicable zoning district; acreage dedicated to streets and other public uses; total number of buildable lots for each use proposed; maximum, minimum and average lot sizes for each use proposed; and overall density.
- E. Supplemental Data: The following additional information shall be submitted with the Preliminary Plat at the time of application:
- 1. Proof of Ownership or Control of the Property: A title report by an abstract or a title insurance company, or an attorney's opinion of title, showing the name of the owner of the land and all other persons who have an interest in, or an encumbrance on the plat and any easements or other constraints.
  - 2. Review by Public Utilities: The subdivider shall have the proposed plat reviewed by all affected utility companies or agencies to ensure that adequate easements are provided and shall submit a letter from each utility or agency regarding their review and comments on the plat.

## **City Of Moberly Subdivision Regulations**

### ***Subdivision – Procedures, Specifications & Approval Process***

3. Preliminary Grading Plan: The subdivider shall submit a preliminary grading plan including, existing and proposed land elevations, contours, and slopes. This plan shall be forwarded to the Community Development Director or Designee. These plans are not intended to be detailed suitable for construction.
  4. Preliminary Landscaping Plan: The subdivider shall submit a preliminary landscaping plan, showing at a minimum landscaping easements as may be required by the City of Moberly Zoning Regulation for landscaping and buffering. This plan is not intended to be detailed suitable for construction.
  5. Drainage Study: The subdivider shall submit a drainage study for the proposed site. The content of said drawings is set out in Section 4.05.
- F. Preliminary Plat Action: After the Planning Commission has reviewed the Preliminary Plat, applicable reports submitted, and any additional materials submitted, the Planning Commission shall approve, conditionally approve, or disapprove the Preliminary Plat within sixty (60) days from the Official Submission date. If the Preliminary Plat is approved conditionally or tabled for further consideration, the applicant shall be advised of any required changes and/or additions necessary for approval.
- G. Action by the Planning Commission shall be conveyed to the subdivider in writing within seven (7) working days after the meeting at which the plat was considered. One (1) copy of the Preliminary Plat shall be returned to the developer with the date of approval, conditional approval, or disapproval and the reasons therefore accompanying the plat. The approval of the Preliminary Plat does not constitute an acceptance of the subdivision, but is deemed to be an authorization to proceed with the platting process.
- H. Standards for Approval of a Preliminary Plat: No Preliminary Plat of a proposed subdivision shall be approved by the Planning Commission unless the applicant proves by clear and convincing evidence that:
1. Provisions have been made for adequate public facilities. The water supply system shall be sufficient in terms of quantity, dependability and quality to provide an appropriate supply of water for the type of subdivision proposed and adequate provisions have been made for a public sewage system.

**City Of Moberly Subdivision Regulations**  
***Subdivision – Procedures, Specifications & Approval Process***

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2. All areas of the proposed subdivision that may involve soil or topographic conditions presenting hazards or special precautions have been identified by the subdivider and that the proposed uses of these areas are compatible with such conditions;
3. The proposed subdivision will not result in the scattered subdivision of land that leaves undeveloped parcels of land lacking urban services between developed parcels; and
4. The subdivider has taken every effort to mitigate the impact of the proposed subdivision on the public health, safety and welfare.

The Planning Commission is authorized to disapprove the Preliminary Plat even though the land proposed for subdivision is zoned for the use to which the proposed subdivision will be put and the proposed use is consistent with the Comprehensive Plan.

- I. Effective Date: The approval of a Preliminary Plat shall be effective for a period of twelve (12) months from the date that the Preliminary Plat is approved by the Planning Commission. At the end of this period the applicant must have submitted a Final Plat for approval or the Planning Commission must have granted an extension to the validity of the Preliminary Plat at the request of the property owner.



MARCH 30, 2023

UPTOWN HOMES

FINAL PLAT BEING A RE-PLAT OF  
LOTS 10, 11, 18, 19, 20, 21 & 22  
WILLIAM'S SECOND ADDITION  
THE CITY OF MOBERLY, MISSOURI

FRANKLIN STREET  
(RIGHT-OF-WAY VARIES)

N 88°37'40" W  
120.00'

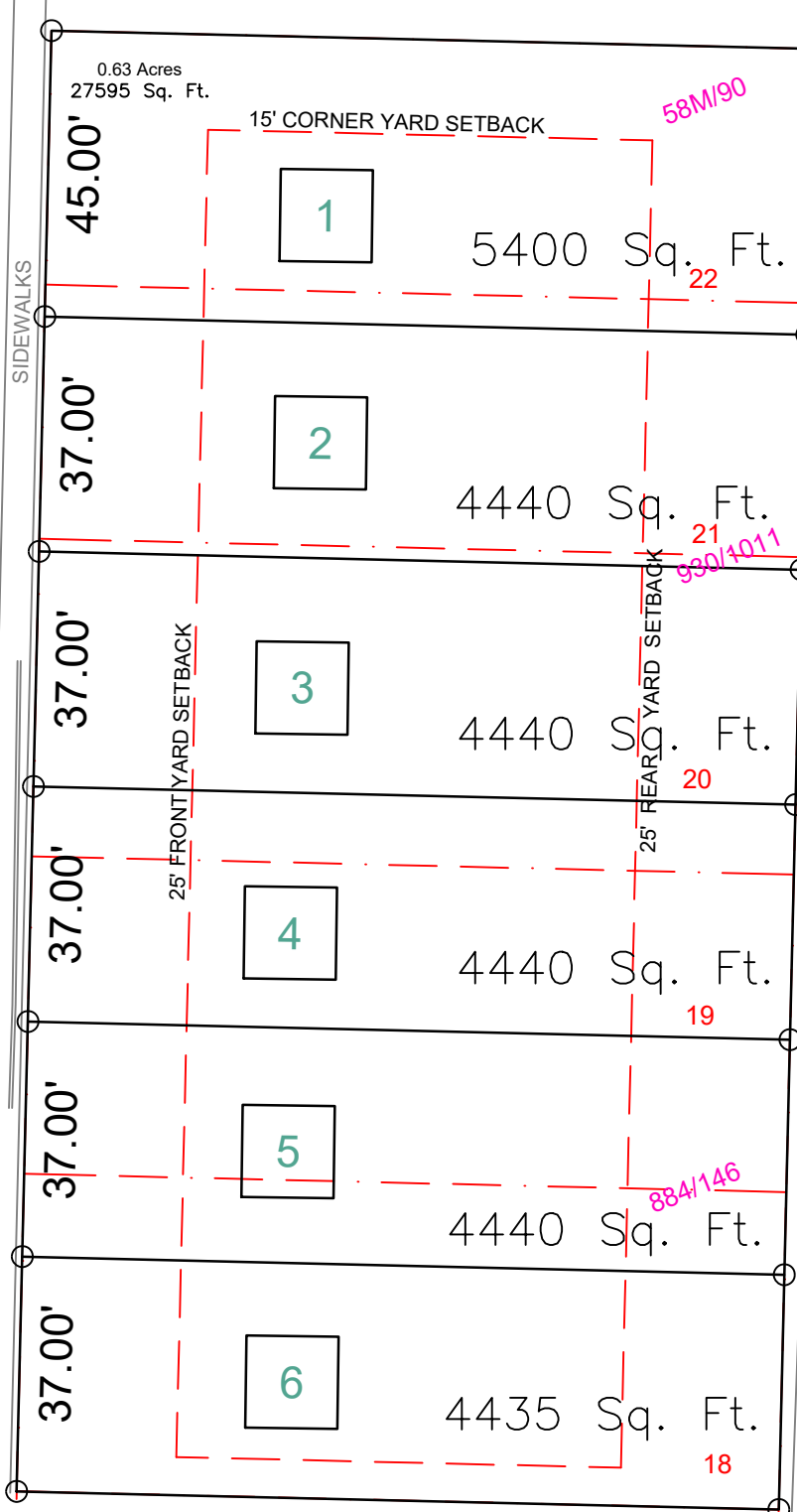
N 88°37'40" W  
120.00'

ZAHN'S ADD'N  
AND SUB OFF

TRIMBLES  
ADDITION

NORTH 5TH STREET  
(APPARENT 40' RIGHT-OF-WAY)

S 1°22'05" E 230.00'



N 1°22'05" E 230.00'

S 1°22'05" W 80.00'

ALL OTHER  
LOTS HELD AS

50' X 120'

WEST END PL.

S 88°37'40" E  
120.00'

NORTH 4TH STREET  
(60' RIGHT-OF-WAY)

N 1°22'05" E  
30.00'

S 89°29'05" E  
124.00'



SCALE 1" = 30'

BEARINGS ARE BASED ON GRID NORTH OF  
CENTRAL ZONE OF THE MISSOURI STATE  
PLAN COORDINATE SYSTEM AS DETERMINED  
BY GPS OBSERVATIONS UTILIZING THE  
MODOT RTK NETWORK.

SURVEYOR'S NOTE:  
THIS FINAL PLAT PRESENTS A RE-PLAT OF THE  
SUBJECT LOTS IN WILLIAM'S SECOND ADDITION.  
THE ORIGINAL PLAT FOR THIS ADDITION IS NOT  
KNOWN TO EXIST BY THE RANDOLPH COUNTY  
RECORDER AND THE BEST INFORMATION  
CONCERNING THE LOT ARRANGEMENT CAME  
FROM A 1910 ATLAS PROVIDED BY THE  
RECORDER. AMBIGUITIES EXIST IN THE  
NORTHERN TIER OF LOTS IN BLOCK 9, AND  
THERE IS NOT ADEQUATE INFORMATION ON THE  
PLAT TO RECONSTRUCT THE RELATIONSHIP  
BETWEEN ADJACENT PLATS IN THAT AREA.  
THE RE-ESTABLISHMENT OF THE LOT CORNER  
LOCATIONS WAS BASED UPON THE ONLY  
NEARBY SURVEY IN LOT 17 OF BLOCK 6  
(REFERENCE SLEEVE 206C). PROPOGATING THE  
LINES OF THAT SURVEY FITS REASONABLY WELL  
WITH THE PHYSICAL EVIDENCE OF BUILDINGS,  
POSTS, SIDEWALKS AND STREET PAVEMENT IN  
BLOCK 9.

#### LEGEND

1

100.00'

PROPOSED LOT/UNIT NUMBER

LOT DIMENSION

PROPOSED LOT LINE

BUILDING SETBACK LINE

UTILITY EASEMENT

PLATTED LOT LINE

○

IRON PIPE SET/DRILLED HOLE  
THIS PLAT UNLESS  
DENOTED "E" FOR EXISTING.

●

EXISTING REBAR

DEED BOOK/PAGE

ALL MONUMENTS TO BE SET  
WITHIN 12 MONTHS OF FINAL  
PLATTING. CORNERS FALLING ON  
EXISTING CONCRETE TO BE  
DRILLED HOLES.

#### LAND DESCRIPTION

Lots 10, 11, 18, 19, 20, 21 and 22 of Block  
9, William's Seconds Addition to the City of  
Moberly, Randolph County, Missouri.

SUBDIVIDER/DEVELOPER: TONY STUART  
846 COUNTY ROAD 2650  
CLARK, MO 65243

OWNER: CITY OF MOBERLY  
101 WEST REED STREET  
MOBERLY, MO 65270

482

Section A.03 Certificate of Fire Protection Measures

I hereby certify that the plan shown and described hereon and the improvements  
shown and approved as part of the Drainage Study and Construction Documents  
meet the minimum applicable Federal, State, County and City Fire Codes and  
fire protection measures, including water pressure and flow for providing  
adequate fire protection.

(Weekday, Month and Day) 2023

NATHANAEL E. KOHL (Registered Engineer)

(City of Moberly Fire  
Chief)

Section A.04 Certificate of the Approval of Public Improvements

I hereby certify:

A. That streets, utilities and other improvements have been installed in  
acceptable manner and according to the City specifications in the subdivision  
entitled \_\_\_\_\_; or

B. That a security bond in the amount of \$\_\_\_\_\_ has been posted with  
the Governing Body to assure completion on all required improvements in case  
of default; or

C. That a development agreement between the subdivider and the City has been  
adopted by the Governing Body and recorded in the Office of Randolph County  
Recorder of Deeds in Book No. \_\_\_\_\_ Page No. \_\_\_\_\_ providing  
security for and construction of required public improvements.

(Weekday, Month and Day) 2023

(Director of Public Works)

(Director of Public Utilities)

Attest: (City of Moberly City Clerk)

#### CERTIFICATE OF RECORDER

STATE OF MISSOURI } SS DOCUMENT NO. \_\_\_\_\_  
COUNTY OF RANDOLPH }

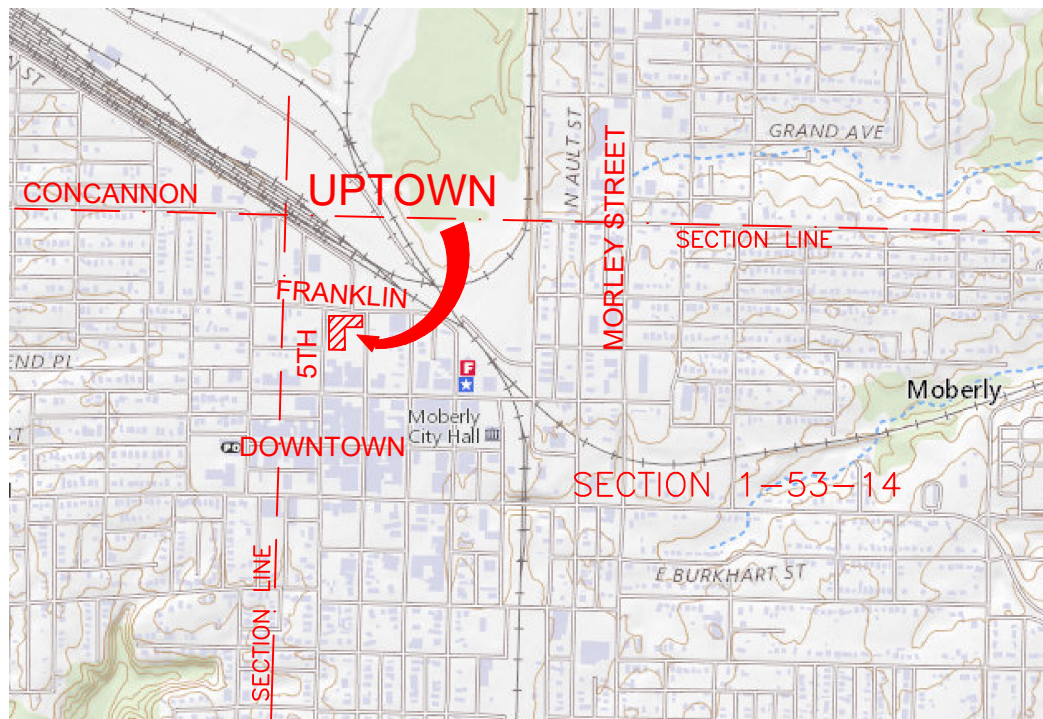
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN  
THE OFFICE OF THE RECORDER OF DEEDS FOR RANDOLPH COUNTY, MISSOURI, THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK

\_\_\_\_\_ M, AND RECORDED IN SLEEVE \_\_\_\_\_

MARK PRICE - RECORDER OF DEEDS

220856



VICINITY MAP

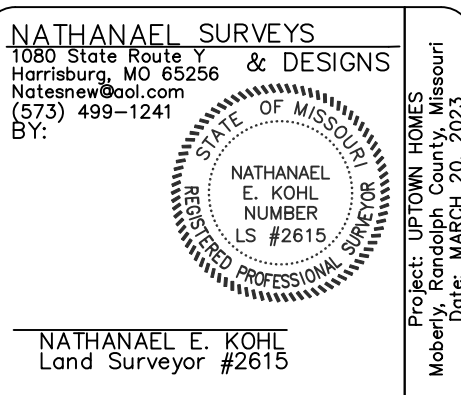
THE RESULTS OF THE SURVEY OF THIS URBAN PROPERTY, MADE FOR TONY STUART, AND  
EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR  
PROPERTY BOUNDARY SURVEYS, ARE SHOWN ON THIS PLAT.

Section A.02 Certificate of Accuracy

I hereby certify that the plan shown and described hereon is a true and correct  
survey to the accuracy required by the City of Moberly, Missouri and the  
monuments have been placed as shown hereon, to the specification of the  
Community Development Director or Designee.

(Weekday, Month and Day) 2023.

NATHANAEL E. KOHL (Registered Engineer/Land Surveyor)



Section A.01 Certificate of Ownership, Consent and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and  
described hereon and that I (we) hereby adopt this plan of subdivision with my  
(our) free consent, and in accordance with my (our) desire, establish the  
minimum building restriction lines, and irrevocably offer for dedication to the  
public all streets, alleys, walks, parks, other open spaces, easements, required  
public utilities, and the required public improvements as shown on the  
subdivision plat, construction plans and landscaping plans.

(Weekday, Month and Day) 2023.

SIGNED BELOW BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK  
ON BEHALF OF THE CITY OF MOBERLY,

Section A.05 Certificate of the Approval of the Final Plat

I hereby certify that the subdivision plat shown hereon has been found to  
comply with the Subdivision Regulations for the City of Moberly, Missouri with the  
exception of such variances, if any as noted in the minutes of the City Council  
meeting. The City hereby accepts dedication of, and responsibility for  
maintenance of all streets, utilities and other public areas as indicated on the  
final plat subject to any development agreements relating to improvement of  
the same referenced on the face of the Final Plat. The Final Plat for the  
subdivision entitled \_\_\_\_\_ is hereby  
approved for filing in the Office of the City Clerk and recording in the Office of  
the Randolph County Recorder of Deeds.

(Weekday, Month and Day) 2023

(Mayor, City of Moberly)

Attest: (City of Moberly  
City Clerk)



CITY OF MOBERLY, MISSOURI  
PRELIMINARY PLAT PERMIT  
REASONS FOR DETERMINATION



Submit Questions 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:  
  
Date of Action: APRIL 24, 2023  
Action: APPROVAL

ON APRIL 24, 2023, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR PRELIMINARY PLAT FOR HOUSING IN THE 400 BLK OF N 4<sup>TH</sup> AND N 5<sup>TH</sup> STREET, MOBERLY, MO.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 1, 2023 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.,  
CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
CHAIRPERSON  
  
ZONING ADMINISTRATOR



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#11.

Department: Community Development  
Date: May 15, 2023

**Agenda Item:** An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Tony Stuart For Property Located In Williams Second Addition To The City Of Moberly.

**Summary:** The proposed site is located in the 400 Block of N 5<sup>th</sup> St. The property is surrounded to the north by M-1 (Industrial District), to the east by B-3 (General Commercial District), to the south by B-2H (Central Business/Historic District), and to the west by R-3 (Multi-family Dwelling District).

The Planning & Zoning Commission recommended approval for the request of the rezoning.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |  |
|---|--|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes               |
| <input type="checkbox"/> Staff Report       | <input checked="" 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\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed

Failed

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN WILLIAMS SECOND ADDITION TO THE CITY OF MOBERLY.**

**WHEREAS**, On March 31, 2023, Tony Stuart submitted a Rezoning Application to the Zoning Administrator to rezone Lots 18, 19, 20, 21 and 22 of Block 9 of Williams 2nd Addition to the City of Moberly from R-3 (Multi-family Dwelling District) to R-3/PD (Multi-family Dwelling District/Planned Development); and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on April 24, 2023, at which time the Commission reviewed the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

**WHEREAS**, the Commission recommended approval of the Application.

**WHEREAS**, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT ORDAINED** the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for the for the described lots in the 400 Block of North 4th Street.

**PASSED AND ADOPTED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

**ATTEST:**

\_\_\_\_\_  
Presiding Officer at Meeting

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# 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: Tony Stuart Phone: 573-819-3643  
Address: 846 C.R. 2650 Clark MO 65243 Zip: \_\_\_\_\_  
Owner: Tony Stuart / City of Moberly Phone: \_\_\_\_\_  
Address: ~~Clark~~ Zip: \_\_\_\_\_

### PROPERTY INFORMATION:

Street Address or General Location of Property: North 5th & Franklin  
Property is Located In (Legal Description): Lots 10, 11, 19, 20, 21, 22, Block 9, Williams  
Second Addition to the City of Moberly

Present Zoning R-3 Requested Zoning: R-3 PD Acreage: 37,195 Sq ft

Present Use of Property: Vacant

Character of the Neighborhood: Churches about - but struggling

**SURROUNDING LAND USE AND ZONING:**

|       | <u>Land Use</u>      | <u>Zoning</u> |
|-------|----------------------|---------------|
| North | American             |               |
| South | 2nd Baptist          |               |
| East  | Parking Lot          |               |
| West  | Church AME/Residence |               |

**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 X No \_\_\_\_\_

If yes, explain: Housing Arrangement.

**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: 5th Street, Franklin  
4th Street, Alley

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 |
|-------------|----------------|--------------------|
| 5th         | Local          | 40'                |
| Franklin    | Collector      | 60 - 70 ? Varies   |
| 4th         | Local          | 60'                |

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:**



City of *Moberly!*

*Memorandum*

**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *Preliminary Development Plat (Agenda Items 3)*

**Meeting:** *April 24, 2023*

**Public Hearing to consider:**

Notice of Public Hearing for a Preliminary Development Plat and Planned Development submitted by Nate Kohl on behalf of Tony Stuart for a re-platting of property lines in the 400 block of N 5<sup>th</sup> St and 400 block of N 4<sup>th</sup> St.

**Comments:**

The properties involved in the Preliminary Development Plat and Planned Development are 402 N 5<sup>th</sup> St through 412 N 5<sup>th</sup> St and the adjacent lot that is at the corner of Franklin St and N 5<sup>th</sup> St. This application also considers the lot at N 4<sup>th</sup> St and Franklin St that was previously a Sub Station for Ameren UE. The existing platted lots that are impacted by this application include Lots 10, 11, 18, 19, 20, 21, and 22 of Block 9 of Williams 2<sup>nd</sup> Addition.

Lots 10 and 11 face 4<sup>th</sup> Street and are currently zoned as B-3 General Commercial District and require Re-zoning as part of the re-platting process to conform to the requested base zoning requirements of R-3 Multifamily Residential for the proposed use.

Lots 18, 19, 20, 21, and 22 face 5<sup>th</sup> Street and were recently re-zoned by City of Moberly to R-3 Multifamily Residential District to promote and seek development of Multifamily Residential Development adjacent to the Downtown District. These will require re-zoning and re-platting to meet the proposed layout and setbacks for the intended use.

R-3 Residential District Standards can be found in our Zoning Regulations in Chapter 46-81. The zoning standards of the R-3 District allow for Single Family, Two Family, and Multi-family structures; each of which have slightly different requirements for setbacks, livable square footage, etc.

The proposed application is a re-platting and re-zoning application for the existing lots of Williams 2<sup>nd</sup> Addition that are mentioned above.

**City Staff Review:**

City Staff has reviewed the application and the code sections that apply. The existing proposed design for the re-plat and re-zoning of the lots is requesting to change the existing 5 lots on N 5<sup>th</sup> Street to become 7 lots on N 5<sup>th</sup> St. The 2 existing lots on N 4<sup>th</sup> Street will remain as 2 lots but shift property lines to accommodate the planned

development single family homes proposed for the area. The proposed layout is to build 9 Single Family Homes in the area for rental or resale use.

The Zoning Standards for Single Family Homes in the R-3 Multifamily Zoning District includes a minimum lot size of 6,000 sq ft with 60 ft of frontage. The proposed development will create lots with roughly 4400 sq ft of lot size (5200 sq ft on corners) and 37 ft of frontage. The landscaping ordinance and zoning standards for this district also allow for up to 50% coverage of impervious surface and structures on the lots, the proposed development includes 60% impervious surfaces.

After reviewing the proposed planned development requests, the developer is requesting a reduction in lot square footage from 6,000 sq ft to 4400 sq ft, a reduction in lot frontage from 60 ft to 37 ft, and an increase in lot coverage from 50% to 60%.

The development shows an increase in additional visitor parking in addition to the garages on the north side for additional (13 spaces) parking. Also, existing infrastructure in the form of streets, water, sewer, electrical, fire hydrants, and lighting are already in place for these lots. There are not intended to be any additional construction plans to submit for infrastructure development following this proposed platting / planned development.

City Staff recommends that if there are no additional changes or recommendations by the Planning and Zoning Commission, that they forward the Plat/Planned Development applications to City Council with consideration as a Final Plat as there is no infrastructure development to occur that would require dedication to City of Moberly.

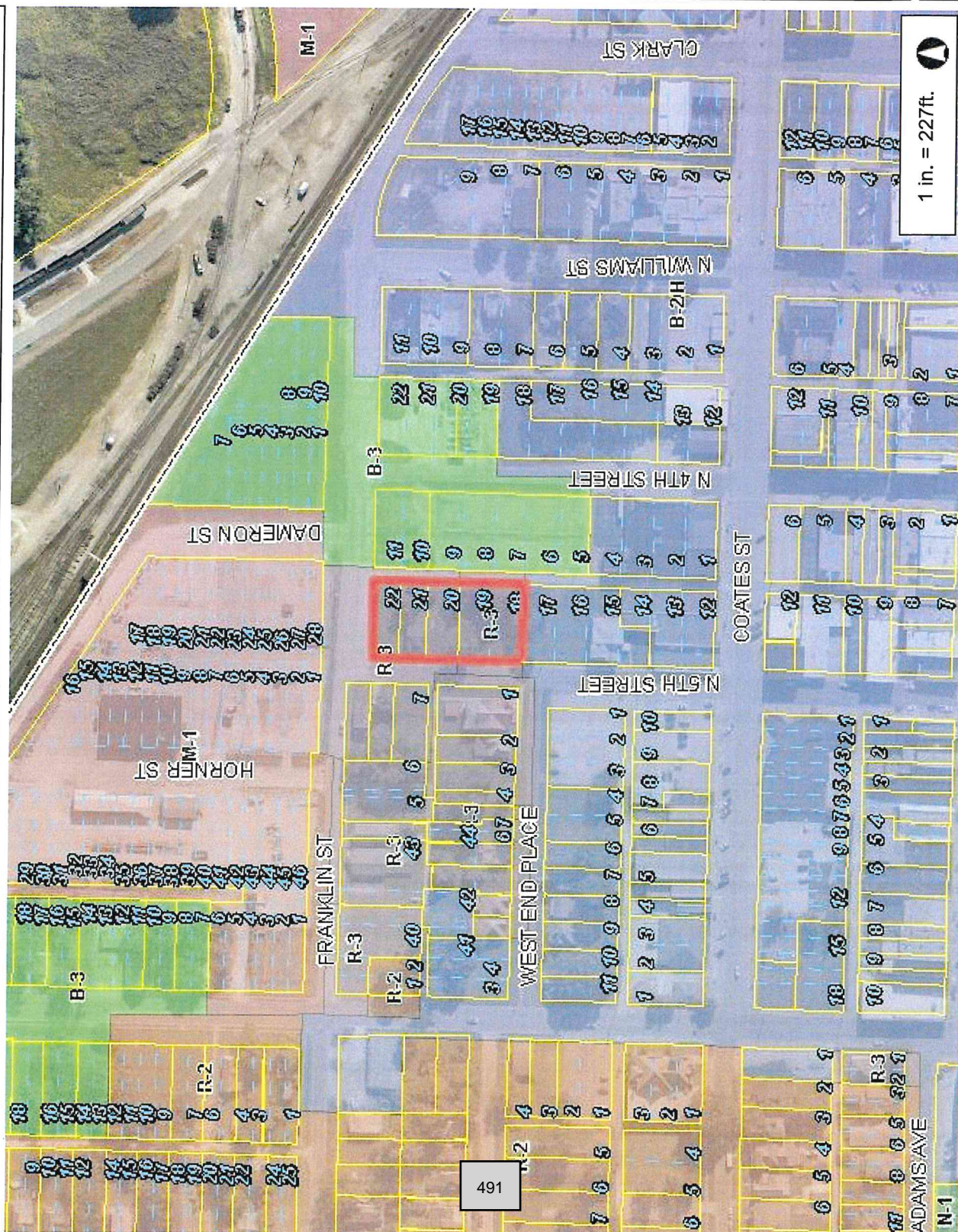
Preliminary Development Plan/ Planned Developments/ Re-zoning applications do require additional approval by the City Council for acceptance in Moberly, MO.

---

Respectfully Submitted Aaron Decker



**Moberly, MO**



1 in. = 227ft.

|       |        |            |
|-------|--------|------------|
| 0     | 227.16 | 454.3 Feet |
| 454.3 |        |            |

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

#11.



**CITY OF MOBERLY, MISSOURI  
RE-ZONING PERMIT  
REASONS FOR DETERMINATION**

Submit Questions 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:

Date of Action: April 24, 2023

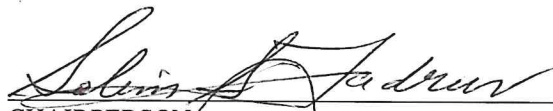

Action: APPROVAL

ON April 24, 20 23, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-3 TO A (N) R-3/PD (ZONE) TO BE LOCATED 400 BLOCK OF NORTH 4TH STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 1, 20 23 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
CHAIRPERSON  
  
ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#12.

Department: Community Development  
Date: May 15, 2023

**Agenda Item:** An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Tony Stuart For Property Located In The 400 Block Of North 4th Street.

**Summary:** The proposed site is located at 400 block of N 4<sup>th</sup> St. The property to the west is zoned R-3 (Multi-family Dwelling District), to the north by M-1 (Industrial District), to the east by B-3 (General Commercial District) and to the south by B-2/H (Central Commercial District/Historic District).

The Planning & Zoning Commission recommended approval for the request of the rezoning.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |  |
|---|--|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes               |
| <input type="checkbox"/> Staff Report       | <input checked="" 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\_\_\_ **Brubaker**

\_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_    \_\_\_  
Passed    Failed



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN THE 400 BLOCK OF NORTH 4TH STREET.**

**WHEREAS**, On March 31, 2023, Tony Stuart submitted a Rezoning Application to the Zoning Administrator to rezone Lots 10 and 11 of Block 9 of Williams 2nd Addition to the City of Moberly from B-3 (General Commercial District) to R-3/PD(Multi-family Dwelling District/Planned Development); and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on April 24, 2023, at which time the Commission reviewed the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

**WHEREAS**, the Commission recommended approval of the Application.

**WHEREAS**, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT ORDAINED** the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for the for the described lots in the 400 Block of North 4th Street.

**PASSED AND ADOPTED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
**Presiding Officer at Meeting**\_\_\_\_\_  
**Shannon Hance, MRCC, City Clerk**

City of *Moberly!*

*Memorandum*

**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *Preliminary Development Plat (Agenda Items 3)*

**Meeting:** *April 24, 2023*

**Public Hearing to consider:**

Notice of Public Hearing for a Preliminary Development Plat and Planned Development submitted by Nate Kohl on behalf of Tony Stuart for a re-platting of property lines in the 400 block of N 5<sup>th</sup> St and 400 block of N 4<sup>th</sup> St.

**Comments:**

The properties involved in the Preliminary Development Plat and Planned Development are 402 N 5<sup>th</sup> St through 412 N 5<sup>th</sup> St and the adjacent lot that is at the corner of Franklin St and N 5<sup>th</sup> St. This application also considers the lot at N 4<sup>th</sup> St and Franklin St that was previously a Sub Station for Ameren UE. The existing platted lots that are impacted by this application include Lots 10, 11, 18, 19, 20, 21, and 22 of Block 9 of Williams 2<sup>nd</sup> Addition.

Lots 10 and 11 face 4<sup>th</sup> Street and are currently zoned as B-3 General Commercial District and require Re-zoning as part of the re-platting process to conform to the requested base zoning requirements of R-3 Multifamily Residential for the proposed use.

Lots 18, 19, 20, 21, and 22 face 5<sup>th</sup> Street and were recently re-zoned by City of Moberly to R-3 Multifamily Residential District to promote and seek development of Multifamily Residential Development adjacent to the Downtown District. These will require re-zoning and re-platting to meet the proposed layout and setbacks for the intended use.

R-3 Residential District Standards can be found in our Zoning Regulations in Chapter 46-81. The zoning standards of the R-3 District allow for Single Family, Two Family, and Multi-family structures; each of which have slightly different requirements for setbacks, livable square footage, etc.

The proposed application is a re-platting and re-zoning application for the existing lots of Williams 2<sup>nd</sup> Addition that are mentioned above.

**City Staff Review:**

City Staff has reviewed the application and the code sections that apply. The existing proposed design for the re-plat and re-zoning of the lots is requesting to change the existing 5 lots on N 5<sup>th</sup> Street to become 7 lots on N 5<sup>th</sup> St. The 2 existing lots on N 4<sup>th</sup> Street will remain as 2 lots but shift property lines to accommodate the planned

development single family homes proposed for the area. The proposed layout is to build 9 Single Family Homes in the area for rental or resale use.

The Zoning Standards for Single Family Homes in the R-3 Multifamily Zoning District includes a minimum lot size of 6,000 sq ft with 60 ft of frontage. The proposed development will create lots with roughly 4400 sq ft of lot size (5200 sq ft on corners) and 37 ft of frontage. The landscaping ordinance and zoning standards for this district also allow for up to 50% coverage of impervious surface and structures on the lots, the proposed development includes 60% impervious surfaces.

After reviewing the proposed planned development requests, the developer is requesting a reduction in lot square footage from 6,000 sq ft to 4400 sq ft, a reduction in lot frontage from 60 ft to 37 ft, and an increase in lot coverage from 50% to 60%.

The development shows an increase in additional visitor parking in addition to the garages on the north side for additional (13 spaces) parking. Also, existing infrastructure in the form of streets, water, sewer, electrical, fire hydrants, and lighting are already in place for these lots. There are not intended to be any additional construction plans to submit for infrastructure development following this proposed platting / planned development.

City Staff recommends that if there are no additional changes or recommendations by the Planning and Zoning Commission, that they forward the Plat/Planned Development applications to City Council with consideration as a Final Plat as there is no infrastructure development to occur that would require dedication to City of Moberly.

Preliminary Development Plan/ Planned Developments/ Re-zoning applications do require additional approval by the City Council for acceptance in Moberly, MO.

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Respectfully Submitted Aaron Decker

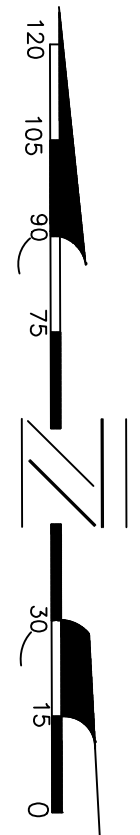


MARCH 30, 2023

UPTOWN HOMES  
PRELIMINARY PLAT  
PRELIMINARY / FINAL DEVELOPMENT PLAN

LEGEND

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



SCALE 1" = 30'

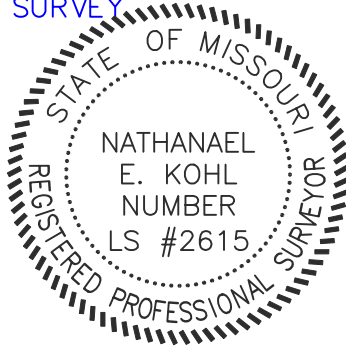
PROPOSED DEVELOPMENT SUMMARY

THIS PRELIMINARY PLAT/PLAN REPRESENTS A NEW APPROACH TO MOBERLY UPTOWN LIVING. EIGHT SINGLE FAMILY HOMES ARE SHOWN IN A PART OF TOWN THAT HAS BECOME VACANT LOTS, UNWANTED AND LEFT TO THE CITY TO CLEANUP AND MAINTAIN. THE PROPOSED PLANNED UNIT DEVELOPMENT IS A TRUE PUBLIC-PRIVATE PARTNERSHIP EFFORT TO BRING LIFE BACK TO THIS PART OF TOWN. CONVENIENT TO DOWNTOWN SHOPPING, AND CHURCHES, THE COOPERATION OF THE LOCAL COMMUNITY TO PARTNER IN POTENTIAL AMENITIES SUCH AS THE PAVILION SHOWN AND OTHER TEMPORARY USES OF A MOSTLY UNUSED CITY PARKING LOT CAN HELP TO FOSTER A SPIRIT OR RE-DEVELOPMENT AND COMMUNITY RENEWAL. THE HOUSING UNITS SHOWN ARE 1400 SQ. FEET INCLUDING THE SINGLE CAR GARAGE SPACE WITH REAR ALLEY ACCESS CREATING NICE FRONT CURB APPEAL. ALL CITY SERVICES ARE IN PLACE AT THIS LOCATION, PROVIDING WATER, SANITARY, AND STORM SEWERS. ELECTRICAL LINES AND GAS MAINS ALREADY SERVE THE PROPERTY. AMPLE PARKING IS PROVIDED BOTH ON EACH LOT WITH 3 POTENTIAL SPACES (SEE LOT 5) AND THE ON-STREET PARKING SHOWN. GREEN SPACE AND OPEN AREA LIES ALL AROUND THE UNITS THAT ARE INTENDED FOR LEASE OR SALE TO NEW RESIDENTS IN UPTOWN MOBERLY.

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.

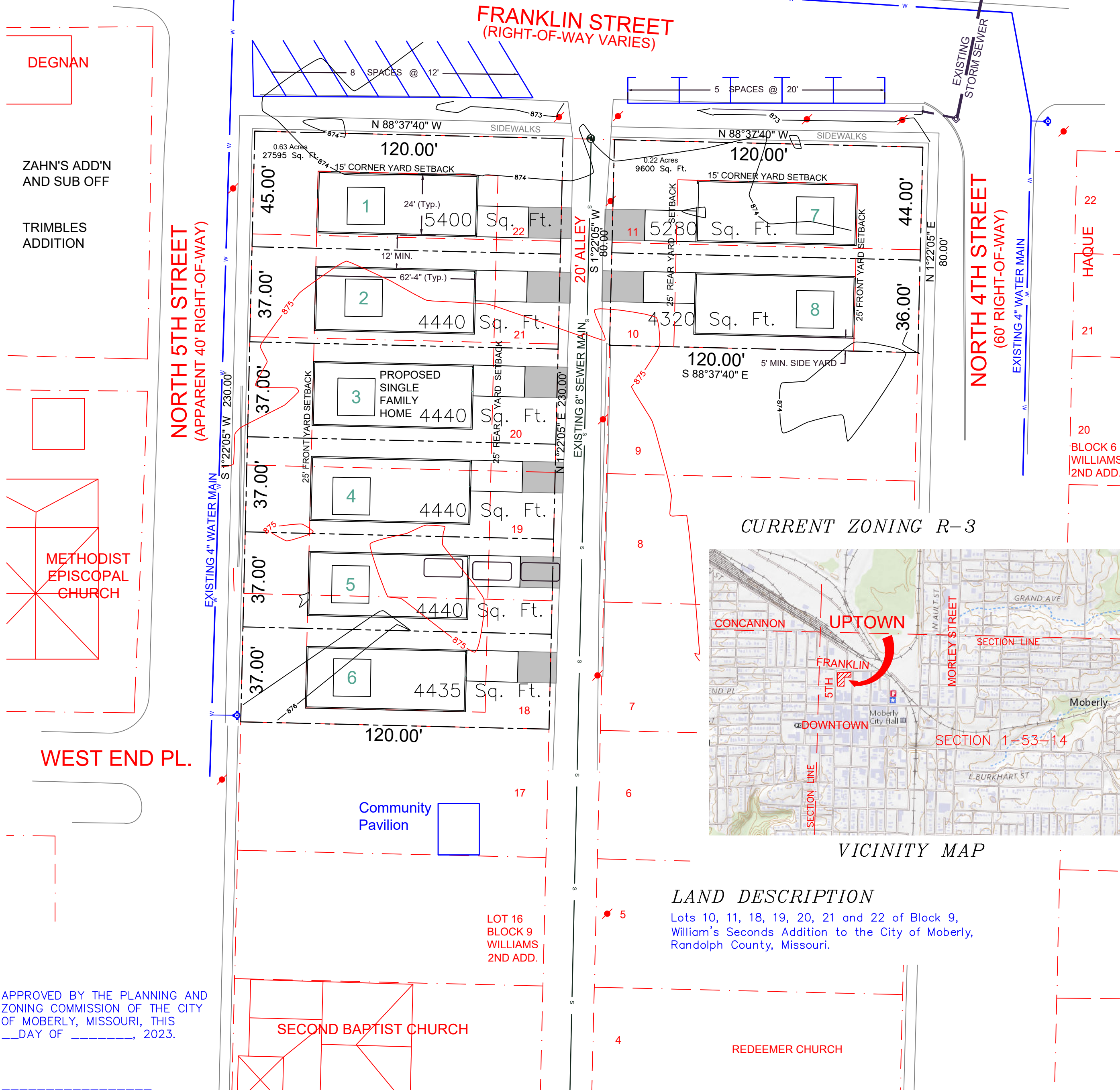
DENSITY ANALYSIS

AREA OF DEVELOPMENT DISTRICT = 37,195 SQ. FT.  
DENSITY = 4650 SQ. FT./ UNIT (R-3 MIN. 2500/UNIT)  
TOTAL BUILDING AREA = 11,968 SQ. FT.  
ON-SITE PARKING AREAS = 3160 SQ. FT.  
TOTAL PERVIOUS SURFACE = 15,128 SQ. FT.  
REMAINING IMPERVIOUS AREA = 22,067 SQ. FT.  
PERCENT IMPERVIOUS AREA = 60%

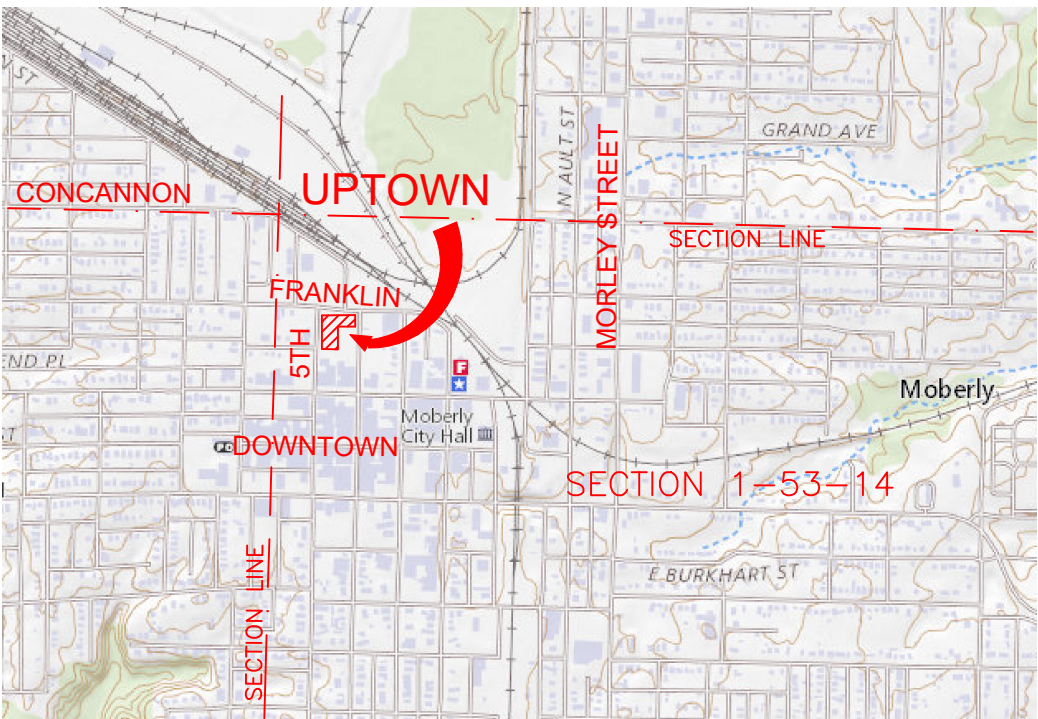


NATHANAEL E. KOHL  
PROFESSIONAL LAND SURVEYOR  
LS #2615

|  |             |
|--|-------------|
| MARCH 30, 2023   | NEK         |
| Preliminary Plat/Development Plan<br>UPTOWN HOMES<br>MOBERLY, MO   |             |
| NATHANAEL SURVEYS & DESIGNS<br>1080 STATE ROUTE Y HARRISBURG, MO 65256<br>(573) 499-1241 E-MAIL NatesNew@AOL.COM |             |
| 220856   | SHT. 1 of 1 |



CURRENT ZONING R-3



VICINITY MAP

LAND DESCRIPTION

Lots 10, 11, 18, 19, 20, 21 and 22 of Block 9, William's Seconds Addition to the City of Moberly, Randolph County, Missouri.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOBERLY, MISSOURI, THIS DAY OF \_\_\_\_\_, 2023.

CHAIR

OWNER: CITY OF MOBERLY  
101 WEST REED STREET  
MOBERLY, MO 65270

SUBVIDER/DEVELOPER: TONY STUART  
846 COUNTY ROAD 2650  
CLARK, MO 65243

# 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: Tony Stuart Phone: 573-819-3643  
 Address: 846 C.R. 2050 Clark Mo 65243 Zip: \_\_\_\_\_  
 Owner: Tony Stuart / City of Moberly Phone: \_\_\_\_\_  
 Address: ~~None~~ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

Street Address or General Location of Property: North 4th & Franklin  
 Property is Located In (Legal Description): Lots 10, 11  
Second Addition to the City of Moberly + Block 9, Williams

Present Zoning B-3 Requested Zoning: R-3 PD Acreage: 37,195 sq ft

Present Use of Property: Vacant

Character of the Neighborhood: Vacant lots, parking lot + residential  
U /



**SURROUNDING LAND USE AND ZONING:**

|       | <u>Land Use</u>                       | <u>Zoning</u> |
|-------|---------------------------------------|---------------|
| North | <u>America</u>                        | _____         |
| South | <u>Parking Lot</u>                    | _____         |
| East  | <u>Vacant lot</u>                     | _____         |
| West  | <u>Vacant Lot</u> <small>once</small> | _____         |

**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 X No \_\_\_\_\_

If yes, explain: Housing Arrangement.

**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: 5th Street, Franklin  
4th Street, Alley
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      |
|-----------------|------------------|-------------------------|
| <u>5th</u>      | <u>Local</u>     | <u>40'</u>              |
| <u>Franklin</u> | <u>Collector</u> | <u>60 - 70 ? Varies</u> |
| <u>4th</u>      | <u>Local</u>     | <u>60'</u>              |

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

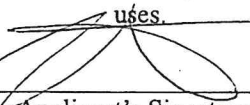
5. Additional Comments: \_\_\_\_\_

**UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:**

*This is the Director of Public Works vision  
of bringing new life to downtown.*

**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

3-31-23  
Date



# Moberly, MO

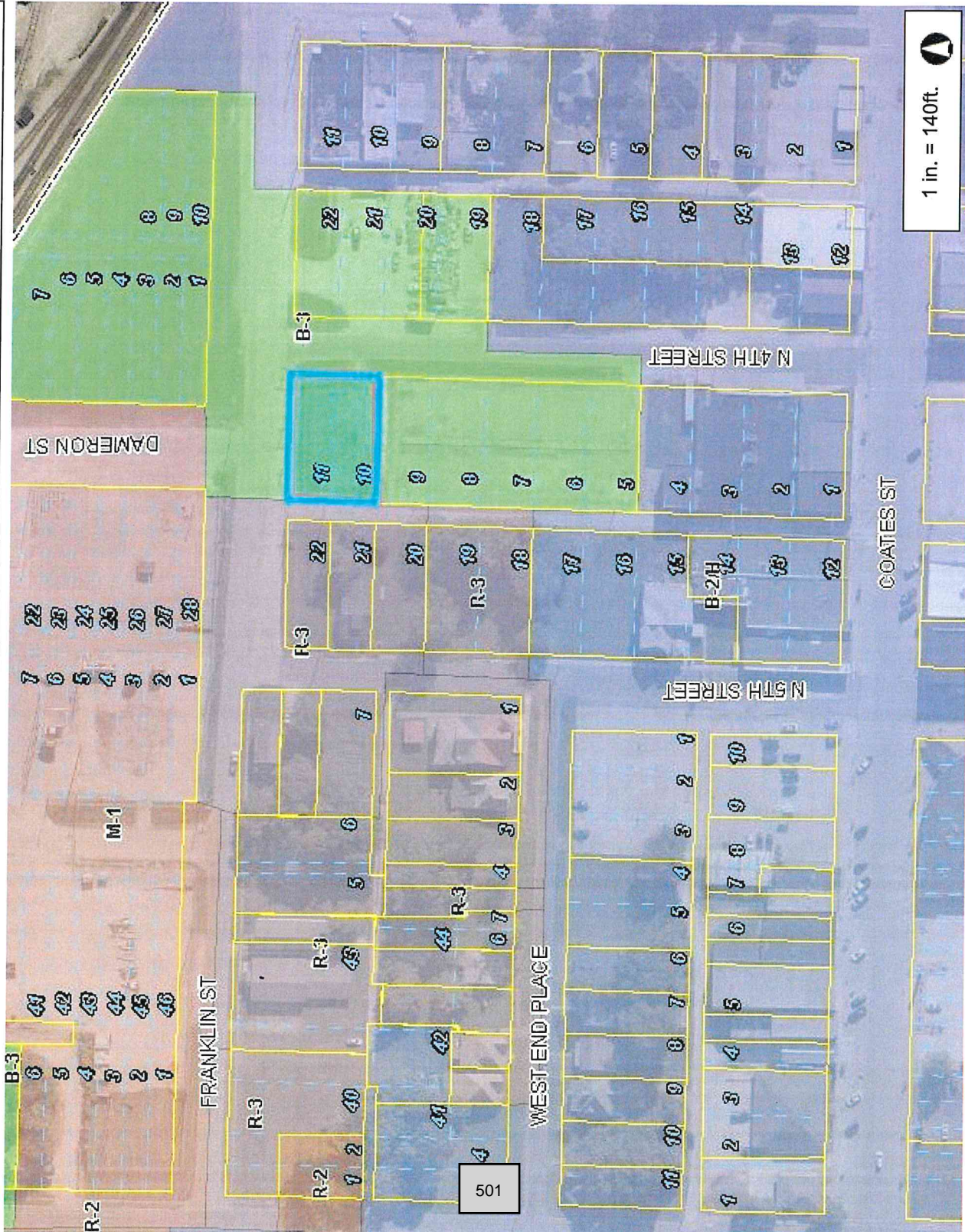


## Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement
- Zoning
  - B-1
  - B-2/H
  - B-3
  - B-3(PD)
  - M-1
  - M-P
  - N-1
  - R-1
  - R-1(PD)
  - R-2
  - R-2(PD)
  - R-3
  - R-3(PD)

## Notes

#12.



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

280.0 0 140.02 280.0 Feet



**CITY OF MOBERLY, MISSOURI  
RE-ZONING PERMIT  
REASONS FOR DETERMINATION**

Submit Questions To:

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


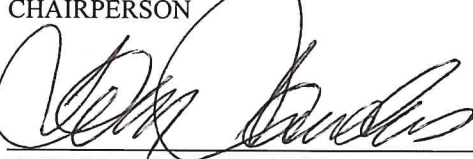
For Office Use Only:Date of Action: April 24, 2023Action: APPROVAL

ON April 24, 20 23, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-3 TO A (N) R-3/PD (ZONE) TO BE LOCATED 400 BLOCK OF NORTH 5TH STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 1, 20 23 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
CHAIRPERSON  
  
ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: #13.  
Department: Administration  
Date: May 15, 2023

**Agenda Item:** An Ordinance Approving A Fifth Amendment To Purchase Option; And Providing Further Authority.

**Summary:** In March of 2020 the City of Moberly as “Purchaser” and MLB Investments, L.L.C. as “Seller” entered into a certain Purchase Option Agreement (the “Original Option”) by which the City obtained the option to purchase a portion of real property known and numbered as 208 West Reed Street (the “Optioned Property”) for use as part of a proposed downtown hotel/hospitality venue.

The Optioned Property remains integral to the newly proposed development. However, to allow time for completion of the feasibility study, the term of the Original Option must be further extended. MLB Investments, L.L.C. has agreed to extend the term of the Original Option This arrangement has been memorialized in a 5th Amendment to Purchase Option Agreement in the form attached as Exhibit A to the above referenced Ordinance (the “Second Amendment”).

The Ordinance approves the 5th Amendment and authorizes the execution and delivery of the 5th Amendment on behalf of the City and additionally authorizes such further actions as may be necessary or convenient to carry out and satisfy the City’s obligations under the 5<sup>th</sup> Amendment.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|  |  |
|--|--|
| <input type="checkbox"/> Memo                      | <input type="checkbox"/> Council Minutes               |
| <input type="checkbox"/> Staff Report              | <input 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\_\_\_ **Kyser**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Lucas**      \_\_\_      \_\_\_

Passed      Failed



BILL NO. \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE APPROVING A FIFTH AMENDMENT TO PURCHASE OPTION; AND PROVIDING FURTHER AUTHORITY.**

**WHEREAS**, the City of Moberly (the “**City**”) as “Purchaser” and MGB Investments, L.L.C. (“**MGB**”) as “Seller” have entered into a certain Purchase Option Agreement dated as of March 2<sup>nd</sup>, 2020 (the “**Original Option**”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “**First Amendment**”), that certain Second Amendment to Purchase Option dated as of June 21, 2021 (the “**Second Amendment**”) that certain Third Amendment to Purchase Option Agreement dated as of December 6, 2021 (the “**Third Amendment**”), and that certain Fourth Amendment to Purchase Option dated as of July 18, 2022 (the “**Fourth Amendment**” and, together with the First Amendment, the Second Amendment, the Third Amendment, and the Original Option, the “**Amended Option**”) which granted to the City an option to purchase certain real property depicted and generally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “**Optioned Property**”); and

**WHEREAS**, the City now wishes to extend the period for exercise contained in the Amended Option by six months and MGB is willing agree to extending the period for exercise upon the terms and conditions set forth in a certain Fifth Amendment to Purchase Option Agreement in substantially the form of Exhibit A, attached to and incorporated by reference in this Ordinance (the “**Fifth Amendment**”);

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:**

**SECTION 1.** The Fifth Amendment in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized to execute and deliver the Fifth Amendment on

behalf of the City.

**SECTION 2.** The Mayor, City Manager, City Clerk, and applicable City staff are each hereby authorized to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Amended Option as amended by the Fifth Amendment.

**SECTION 3.** The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**SECTION 4.** This Ordinance shall take effect and be in force from and after its passage and adoption by the Council and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri on this 15th day of May 2023.

---

Tim Brubaker, Mayor

ATTEST:

---

Shannon Hance, MRCC, City Clerk

## EXHIBIT A

**FIFTH AMENDMENT TO PURCHASE OPTION AGREEMENT**

**THIS FIFTH AMENDMENT TO PURCHASE OPTION AGREEMENT** (this “**Fifth Amendment**”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 to that certain Purchase Option Agreement dated as of March 2<sup>nd</sup>, 2020 (the “**Original Option**”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “**First Amendment**”), that certain Second Amendment to Purchase Option Agreement dated as of June 21, 2021 (the “**Second Amendment**”), that certain Third Amendment to Purchase Option Agreement dated as of December 6, 2021 (the “**Third Amendment**”), that certain Fourth Amendment to Purchase Option Agreement dated as of July 18, 2022 (the “**Fourth Amendment**”), (and together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Original Option, the “**Amended Option**”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“**Purchaser**”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“**Seller**” and together with Purchaser, the “**Parties**”). *Capitalized terms used and not defined in this Fifth Amendment shall have the meanings respectively ascribed to them in the Original Option.*

**RECITALS**

**A.** Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “**Optioned Property**”).

**B.** The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, which, among other things, extended the term of the Original Option.

**C.** Purchaser now wishes to further extend the term of the Amended Option and the period for exercise of the Original Option and Seller is willing to extend the period for exercise of the Original Option as requested and, accordingly, the Parties wish to enter into this Fifth Amendment to provide the requested extension on the following terms and conditions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant and agree as follows:

**1. Amendment.** The Amended Option is hereby further amended by deleting from **Section 1** thereof the following phrase: “terminating at 12:00 midnight on July 31, 2023 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)” and by substituting therefor in that place the following phrase: “terminating at 12:00 midnight on January 31, 2024 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)”.

**2. Amended Option Otherwise Unchanged.** The Parties further acknowledge and agree that those portions of the Amended Option not specifically amended by this Fifth Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed.

**3. Payment.** Following full execution of this Fifth Amendment, Purchaser shall provide to Seller the sum of Ten Dollars and no cents (\$10.00) as payment in full for the extension of the Term of the Option, as provided in paragraph 2 of this Fifth Amendment.

**4. Counterparts.** This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this Fourth Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

**IN WITNESS WHEREOF**, Purchaser and Seller have each caused this Fifth Amendment to be executed in their respective names as of the date first above written.

**CITY OF MOBERLY**  
 (“*Purchaser*”)

By: \_\_\_\_\_  
 Tim Brubaker, Mayor

**ATTEST:**

\_\_\_\_\_  
 Shannon Hance, City Clerk

**MGB INVESTMENTS, L.L.C.**  
 (“*Seller*”)

By: \_\_\_\_\_  
 Matthew G. Brownfield  
 Its: Sole Member

**ATTEST:**

Printed name: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF MISSOURI                    )  
   ) SS.  
 COUNTY OF RANDOLPH                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared Tim Brubaker, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF MISSOURI                    )  
   ) SS.  
 COUNTY OF RANDOLPH                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

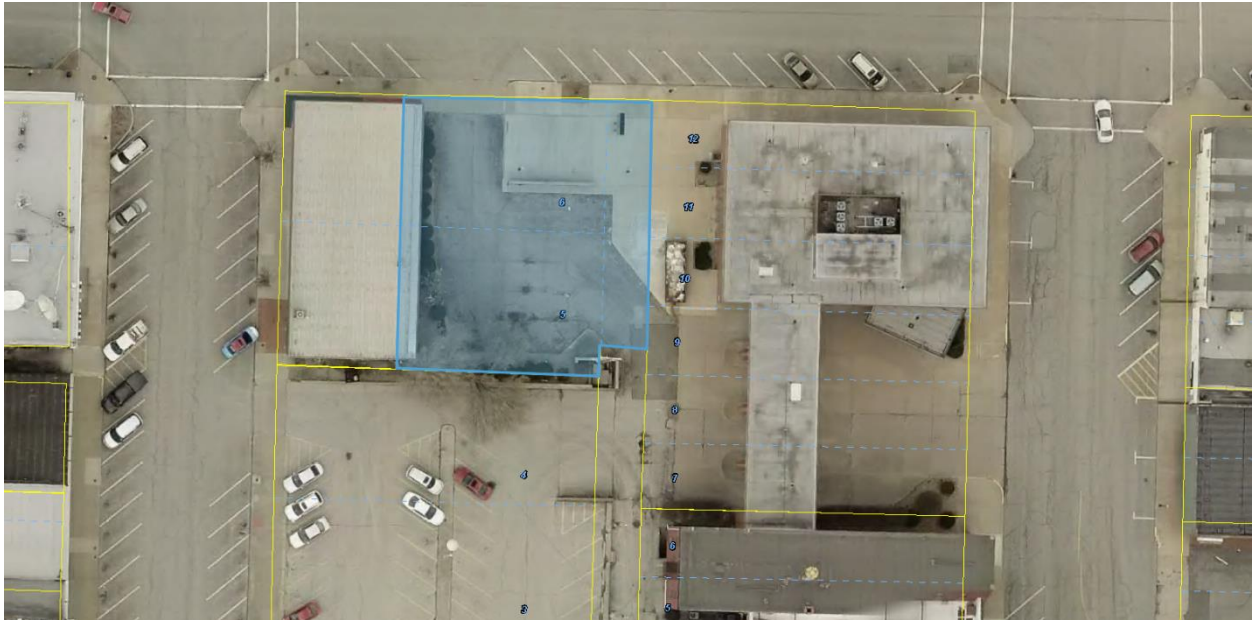
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:



### Initial Legal Description of Optioned Property



Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 of a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

***provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of the Original Option.***

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#14.

Department: City Clerk

Date: May 15, 2023

**Agenda Item:** A Resolution Recording the Destruction of Certain Local Government Records.

**Summary:** The City of Moberly's Utilities Department has determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

### Recommended

**Action:** Approve the resolution and direct staff to proceed with destruction of records.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |  |
|---|--|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes                   |
| <input type="checkbox"/> Staff Report       | <input type="checkbox"/> Proposed Ordinance                |
| <input type="checkbox"/> Correspondence     | <input 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 checked="" type="checkbox"/> Other <u>Exhibit A</u> |

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

M\_\_\_ S\_\_\_ **Kimmons**

Passed

Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL  
GOVERNMENT RECORDS.**

**WHEREAS**, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

**WHEREAS**, the following records have reached their minimum retention period and may be legally destroyed: See the attached records list for the Utilities department; and

**WHEREAS**, the listed records shall be destroyed by shredding.

**NOW, THEREFORE**, the destruction of said records is hereby authorized and approved in all respects.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting**ATTEST:**

---

Shannon Hance, MRCC, City Clerk

**Administrative Reports: GS 076****City of Moberly, Missouri**

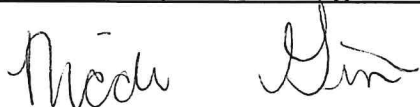
(this form documents the destruction of Administrative Reports GS 076 in accordance with the state of Missouri Records Retention Schedule)

**Minimum Retention: Completion of Audit**

| <u>Description</u>         | <u>Date Range</u> | <u># of Boxes</u> |
|----------------------------|-------------------|-------------------|
| Daily Registers            | 2017              | 5                 |
| Daily Registers            | 2016              | 2                 |
| Daily Registers            | 2018              | 1                 |
| Balance Adjustment Reports | 2017              | 1                 |
| Balance Adjustment Reports | 2016-2018         | 1                 |
| Balance Adjustment Reports | 2015-2018         | 1                 |
| Balance Adjustment Reports | 2016              | 1                 |
| Billing Journals           | 2015              | 1                 |
| Monthly Reports            | 1993-1999         | 1                 |
| 10% Penalty Reports        | 2015              | 1                 |
| Billing Journals           | 2017              | 2                 |

Please see the following attachment for description of detail.

Nicole Gini, Lead Billing Clerk



Date

4-27-23

**GS 076****Administrative Reports***Also Called:*

Activity reports; daily, weekly, monthly, or quarterly reports; management reports; subsidiary

*Function:*

Security Sign in/Sign out sheet, etc.

*Content:*

Internal documents that are produced daily, weekly, monthly, or quarterly by local government units to detail program activities, operations, and/or accomplishments. Useful for compiling annual reports, planning and budgeting, and monitoring work progress.

*Minimum Retention:*

May include, but is not limited to: type of activity; employees and/or volunteers involved; time spent on activity; work completed; related information in narrative or statistical form.

*Disposition:*

Completion of audit

*Note:*

Destroy

*Approval Date:*

August 24, 2005; Revised August 28, 2012

**GS 077****Deeds and Conveyances***Also Called:*

Dedication deeds; Record of Right of Way; Deed of Conveyance

*Function:*

Transfer of property or property rights to/from a local government entity.

*Content:*

May include, but is not limited to: names and addresses of grantors and grantees; description of property; date property was transferred or granted; cross-referenced volume; page number of recorder's plat books; and signature confirming transaction. Similar records in this series include title opinions, abstracts and certificates of title, title insurance, and documentation concerning alterations or transfer of title.

*Minimum Retention:*

Permanent

*Disposition:*

Archive

*Note:**Approval Date:*

August 24, 2005

**GS 078****Ordinances and Resolutions***Also Called:**Function:*

Legislative and non-legislative actions that document policy development. An ordinance defines a law set forth by the governmental authority; a resolution is a formal expression of opinion, will, or intent voted by the official body.

*Content:*

May include, but is not limited to: ordinance or resolution number; title; text; date; appropriate signatures; seal; supporting documentation.

*Minimum Retention:*

Permanent

*Disposition:*

Archive. Microfilm for preservation.

*Note:*

Codified ordinances and resolutions are considered reference copies and may be destroyed when superseded.

*Approval Date:*

August 24, 2005; Revised August 25, 2015

**GS 079****Websites***Also Called:**Function:*

A group of World Wide Web pages usually containing hyperlinks to each other and made available online by the local government entity for responding to public inquiries and providing information about the entity.

*Content:*

May include, but is not limited to: location of office; hours of operation; organization and officials; services provided; publications; announcements; other information related to the entity and the conduct of its business.

*Minimum Retention:*

DCA

*Disposition:*

Destroy

*Note:**Approval Date:*

August 24, 2005; Revised August 24, 2010



**Banking and Investment Records****City of Moberly, Missouri**

(this form documents the destruction of Banking and Investment Records GS 010  
in accordance with the state of Missouri Records Retention Schedule)

**Minimum Retention: Completion of Audit Plus 1 Year**

| <u>Description</u>                 | <u>Date Range</u> | <u># of Boxes</u> |
|------------------------------------|-------------------|-------------------|
| <b>Bank Reconciliation Records</b> | <b>2013-2014</b>  | <b>1</b>          |

Please see the following attachment for description of detail.

Nicole Gini, Lead Billing Clerk

*Nicole Gini*

Date

*4-27-23*

**GS 010****Banking and Investment Records***Also Called:*

Account Statements, Deposit books, Deposit and Withdrawal Slips, Cancelled checks, Check Registers, Passbooks, Statements and Receipts for Interest Income; Monthly Statements; Investment Returns; Certificates of Deposit; Treasury Bills

*Function:*

Records documenting the transactions of government offices with financial institutions, the status of accounts, investments and the current status of public funds.

*Content:*

May include: bank and/or account numbers, transaction dates, beginning balance, check or deposit amount, document numbers, adjustments, description of transaction, ending balance, and other related information.

*Minimum Retention:*

Completion of audit plus 1 year

*Disposition:*

Destroy

*Note:*

This entry deals with the investment of public monies in banks, certificates of deposit, stocks and bonds. For the management of publically issued bonds, please see the appropriate office/entity retention schedule

*Approval Date:*

August 15, 2001; Revised August 28, 2012

**GS 011****Receipts***Also Called:**Function:*

Copies of receipts issued by the office to persons paying fees, turning over funds, or for the accounting of petty cash expenses.

*Content:*

May include: date, number, from whom received, amount, purpose, and authorizing signatures.

*Minimum Retention:*

Completion of audit

*Disposition:*

Destroy

*Note:**Approval Date:*

August 15, 2001

**GS 015****Postal Records***Also Called:**Function:**Content:*

Records documenting transactions with the US Postal Service and private carriers.

May include: postal meter records, receipts for registered and certified mail, insured mail, special delivery receipts and forms, loss reports, and related items.

*Minimum Retention:*

1 year

*Disposition:*

Destroy

*Note:**Approval Date:*

August 15, 2001

**GS 040****Grant Records***Also Called:**Function:*

Documents the application, evaluation, awarding, administration, monitoring, and status of grants in which a local government entity is the recipient, grantor, allocator, or administrator. Grants may come from federal or state governments or foundation and other private funding sources.

*Content:*

Records may include but are not limited to: applications including project proposals, summaries, objectives, activities, budgets, exhibits, and award notification, grant evaluation records and recommendations concerning grant applications, grant administration records including progress reports, budgets, project objectives, proposals, and summaries, records documenting allocation of funds, contracts, records monitoring project plans and measuring achievement, equipment inventories, financial reports, accounting records, audit reports, expenditure reports, and related correspondence and documentation.

*Minimum Retention:*

Retain final reports from significant grants permanently. Retain other grant records 3 years after submission of final report or as specified by the granting agency, whichever is longer. Retain unsuccessful grant applications 1 year after rejection or withdrawal.

*Disposition:*

Permanent records: Archive. Other records: Destroy securely.

*Note:**Approval Date:*

August 19, 2003

**Customer Service Deposit File****City of Moberly, Missouri**

**(This form documents the destruction of Customer Service Deposit File GS 1603  
in accordance with the state of Missouri Records Retention Schedule)**

**Minimum Retention: 2 years after the deposit is refunded.**

| <u>Description</u>      | <u>Date Range</u> | <u># of Boxes</u> |
|-------------------------|-------------------|-------------------|
| <b>Deposit Receipts</b> | <b>2013-2018</b>  | <b>1</b>          |

Please see the following attachment for description of detail.

Nicole Gini, Lead Billing Clerk

Nicole Gini-

Date

4-27-23

**1513***Note:**Approval Date:***Airport Pavement Maintenance Survey Records**

Removed to Multimodal and Transit Schedule—MMT 106

August 24, 2010; Moved August 21, 2019

**Utilities (Gas, Electric, Water, Steam)****1601***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Cathode Protection File**

Records created and used in maintaining metal pipes

May include installation documents of anodes, test stations, rectifiers, and ground beds

Until superseded or obsolete

Destroy

Cathodic protection is a technique used to control surface corrosion for water and gas pipelines

Revised, August 20, 2013

**1602***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Account File**

Account Card File

Records showing a billing and payment history of all customers using city utilities

May include customer name and address, date account was opened, consumption, billing and payment history, date of account closure

5 years after last entry

Destroy securely

Revised August 24, 2022

**1603***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Service Deposit File**

A record of whether a resident paid a utility deposit, and amount

May include customer name, address, account number, amount of deposit for connection, bills owed, cash stubs, book listings, and refunds of deposits for service terminations

2 years after deposit is refunded

Destroy

**1604***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Electricity Purchase Reports**

Transportation Charge; Wheeling Charge

Records showing daily and monthly electricity purchased to meet demand

May include invoice for transportation charge, capacity charge and total energy charge in megawatts, kilowatts and dollars

5 years

Destroy

Revised, August 20, 2013

**1605***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Filter Plant Files**

Monitoring data relating to the operation of the city filtration plant

May include daily logs, reports, lab and test reports, test results, quality control procedures, etc.

3 years

Destroy

## Correspondence-General

City of Moberly, Missouri

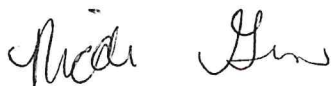
(This form documents the destruction of Correspondence-General GS 012 in accordance with the state of Missouri Records Retention Schedule)

Minimum Retention: 1 Year

| <u>Description</u>   | <u>Date Range</u> | <u># of Boxes</u> |
|----------------------|-------------------|-------------------|
| Misc. Correspondence | 2015-2017         | 1                 |
| Misc. Correspondence | 1995              | 1                 |

Please see the following attachment for a description of detail.

Nicole Gini, Lead Billing Clerk



Date

4-27-23



## General Records Retention Schedule

### Administrative Records

#### GS 001

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

#### Annual and Special Reports

Summary reports documenting the program or primary activities and accomplishments of the local government unit for the previous year. Often compiled from monthly, quarterly or other subsidiary activity reports, including surveys.

May include: statistics, narratives, graphs, diagrams, and similar information.

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office. Any report read into the official minutes may be destroyed

August 15, 2001

#### GS 012

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

#### Correspondence - General

Letters, Memoranda, E-mail

Correspondence that pertains to routine matters handled in accordance with existing policies and procedures. Does not contain significant information about office policies or programs.

May include: incoming and outgoing letters, memoranda, notes, acknowledgements, notices, non-Sunshine requests for information or publications, enclosures, and attachments.

1 year

Destroy

See also GS 013 Correspondence-Policy; GS 066 Public Information Requests and Documentation

August 15, 2001; Revised August 23, 2011

#### GS 012.1

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

#### Correspondence - Transitory

Letters, Memoranda, E-mail

Documents of short-term interest that have no documentary or evidentiary value, which are not included in another record series

May include: correspondence which requires no administrative action, policy decision, special compilation or research; quasi-official notices that do not serve as the basis of official action, such as holiday notices, reminders of charitable campaigns, upcoming events, unsolicited vendor solicitations, etc.

None

Destroy

See also: GS 012 Correspondence-General; GS 013; GS 066

August 25, 2009; Revised August 23, 2011

#### GS 013

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

#### Correspondence - Policy

Letters, Memoranda, E-mail

Correspondence which state or form the basis of policy, set important precedents or record important events in the operational and organizational history of the governmental body.

May include: incoming and outgoing letters, memoranda, notes, reports, studies, and other records.

Permanent

Archive. Microfilm for preservation

This form of correspondence will come exclusively from elected officials, administrators, managers, or supervisors. See also GS 012; GS 012.1

August 15, 2001; Revised August 23, 2011

## Accounts Receivable Records

City of Moberly, Missouri

(This form documents the destruction of Accounts Receivable Records GS 008 in accordance with the state of Missouri Records Retention Schedule)

Minimum Retention: Completion of Audit

| <u>Description</u>                | <u>Date Range</u> | <u># of Boxes</u> |
|-----------------------------------|-------------------|-------------------|
| Misc. Receipts                    | 2016-2017         | 1                 |
| Bill Registers Dups               |                   | 1                 |
| Cigarette, Tax, Cemetery Receipts | 2013-2014         | 1                 |
| Paid Invoice                      | 2015-2016         | 1                 |
| Misc. Receipts                    | 2016              | 1                 |
| Misc. Receipts                    | 2017              | 1                 |
| Misc. Receipts                    | 2006              | 1                 |
| Business License Receipts         | 2010-2016         | 1                 |

Please see the following attachment for a description of detail.

Nicole Gini, Lead Billing Clerk

Nicole Gini

Date

4-27-23

**GS 006***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Subsidiary Ledgers**

Journals, Registers, Monthly Ledgers, Accounting Summary Report File, Revenue Sharing, Trial Balance Fund

May include: date, payee, purpose, fund credited or debited, check number and similar or related data.

Completion of audit

Destroy

August 15, 2001

**GS 007***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Payable Records**

Invoices, Vouchers, Warrants, Billing Records, Refund File

Records documenting payment of bills for goods and services received. Payment from general accounts.

May include: correspondence, reports, invoices, statements, vouchers, purchase orders, payment authorizations, receipt records, canceled checks or warrants, and similar documents. Completion of audit\*#

Destroy

\*Per RSMo 50.172 (2), County Clerks must keep these records for five (5) years. #Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years

August 15, 2001; Revised August 19, 2014

**GS 008***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Receivable Records**

Cash Receipt File; Sales Tax/Use Tax Distribution

Records documenting revenues owed to the local government unit by citizens, organizations, other governmental units, vendors and others to be credited to general accounts. Also documents billing and collection of moneys.

May include: reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.

Completion of audit\*

Destroy

\*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

**GS 009***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Purchasing Records**

Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders.

Records documenting orders, authorization, and evidence of receipt of the purchase of goods and services by local government office.

May include: vendor number, project number, date of purchase order, department, vendor name and address, shipping instructions, quantity ordered, unit of issue, description of goods/services ordered, unit price, extended price, purchasing agent signature, notations of shortages or damaged goods, signature of individual signing for receipt of goods/services. 3 years plus completion of audit\*

Destroy

\*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014

**Work Orders****City of Moberly, Missouri**

**(This form documents the destruction of Work Orders GS 020 in accordance with the state of Missouri Records Retention Schedule)**

**Minimum Retention: 3 Years**

| <u>Description</u> | <u>Date Range</u> | <u># of Boxes</u> |
|--------------------|-------------------|-------------------|
| Work Orders        | 2005-2008         | 1                 |
| Work Orders        | 2013              | 1                 |

Please see the following attachment for a description of detail.

Nicole Gini, Lead Billing Clerk

Nicole Gini

Date

4-27-23



**GS 020****Work Orders**

*Also Called:* Maintenance requests; Service requests; Service report; Application for Services Active/Inactive; Rejected Application for Services.

*Function:* Internal records documenting requests and authorizations for needed services, including repair of government owned property.

*Content:* May include: copy center work order, telephone service and installation requests, printing orders, repair authorizations, and similar records.

*Minimum Retention:* 3 years

*Disposition:* Destroy

*Note:*

*Approval Date:* August 15, 2001

**GS 021****Meeting Records (for Boards, Commissions, Committees, or Other Public Bodies)**

*Also Called:*

*Function:* Documents the proceedings of public bodies described in RSMo 610.010 (4).

*Content:* May include: minutes, agendas, exhibits, resolutions, indexes, staff reports, correspondence, related documentation, audio or visual recordings.

*Minimum Retention:* Permanent - Minutes, agendas, exhibits, resolutions, and indexes (not retained permanently elsewhere); Other records - 1 year

*Disposition:* Permanent records - Archive. Microfilm for preservation. Other records - Destroy.

*Note:* See also: GS 085 Meeting Records (internal agency staff/committee)

*Approval Date:* August 19, 2003

**GS 022****Public Notice Records**

*Also Called:* Affidavits of Publication, Notice of Meetings, Public Notices, Proof of Publication, Zoning Notices, Written Notice of Public Hearing

*Function:* Records documenting compliance with laws requiring public notice of governmental activities

*Content:* May include: public or legal notices, certificates, affidavits of publication, and similar documents

*Minimum Retention:* 3 years

*Disposition:* Destroy

*Note:* See also: GS 055 Bid Records

*Approval Date:* August 19, 2003; Updated August 25, 2020

**GS 023****Capital Improvement Projects Files**

*Also Called:*

*Function:* Records related to construction/renovation/repair of publicly owned buildings, structures, streets, sidewalks or other infrastructure.

*Content:* May include: correspondence, bids, specifications, plans, designs, drawings, reports, notes, change orders, etc.

*Minimum Retention:* Retain for the life of the structure, sidewalk, or road, plus 10 years; May be subject to federal requirements.

*Disposition:* Destroy

*Note:*

*Approval Date:* August 19, 2003; Revised August 23, 2011

**GS 024****Computer Software Licensing Files**

*Also Called:*

*Function:* Documents proving the licensure and implementation of computer software programs by the agency.

*Content:* May include: permitted uses, rights and restrictions, warranty information, liability statement, and laws governing the product.

*Minimum Retention:* Retain for the duration of license plus 5 years

*Disposition:* Destroy

*Note:*

*Approval Date:* August 19, 2003



**Contracts, Leases, and Agreements****City of Moberly, Missouri**

**(This form documents the destruction of Contracts, Leases, and Agreements GS 060 in accordance with the state of Missouri Records Retention Schedule)**

**Minimum Retention: 5 Years after Expiration**

| <u>Description</u> | <u>Date Range</u> | <u># of Boxes</u> |
|--------------------|-------------------|-------------------|
| Water Contracts    | 2015-2020         | 8                 |

Please see the following attachment for a description of detail.

Nicole Gini, Lead Billing Clerk

Nicole Gini

Date

4-27-23

**GS 058***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Litigation Case Files**

Dispute Resolution/Arbitration File; Bankruptcy File

Documents judicial proceedings which involve local government offices.

Files include some or all of the following documents: affidavits, summons and complaints, responses, orders of dismissals, notice and general appeal, laws and regulations applying to a particular case, legal briefs, transcripts of proceedings, orders, court decisions, and related information.

6 years after the case is disposed. Microfilm optional.

Destroy securely.

Court records in this series are also available in the court having jurisdiction over the case. Consult the Office of State Courts Administrator (OSCA), Rule 8, for court records retention schedule.

August 24, 2004, Revised August 24, 2016

**GS 059***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Legal Opinions**

Legal opinions (requested by local government); Attorney General opinions; legal reviews

Formal opinions rendered by government counsel. Documents the rationale for policy and maintains consistency in related issues.

Information usually includes date, office requesting opinion, and the text of the opinion.

Retain until superseded, or outdated. \*

Destroy

\*Counsel should review all legal records in this series before destruction for ongoing administrative, legal or policy value.

August 24, 2004; Revised August 25, 2015

**GS 060***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Contracts, Leases, and Agreements**

Memorandum of Understanding

Official agreements enforceable by law to acquire services, equipment, or maintenance.

Documents the terms and conditions of agreements between local government(s), private companies, and individuals.

May include contracts, exhibits, bid documents, change orders and amendments, leases, agreements and significant related correspondence. Information in contracts usually includes contract number, certificate of required insurance, dates, terms, parties involved, period covered, and signatures. May also include leases, rental schedules, specifications, bids awarded and attached copies of payments, receipts, and other supporting papers used in managing the contract.

5 years after expiration \*

Prevailing wage documentation – 1 Year after completion of contract

Destroy

Contracts, leases and agreements in effect are considered ESSENTIAL RECORDS (see introduction). Recommend duplicate copies be maintained in a secure location, accessible to authorized personnel in the event of an emergency. \*Consult RSM0 516.110 for any exceptions. Prevailing wage, see 8 CSR 30-3.010

August 24, 2004; Revised August 28, 2012; Revised, August 24, 2017; Revised August 21, 2018

# City of Moberly

## City Council Agenda Summary

Agenda Number: #15.  
Department: Public Utilities  
Date: May 15, 2023

**Agenda Item:** A Resolution Approving Moberly State Revolving Fund Applications Submittal To DNR And Authorizing The City Manager To Submit The Application

**Summary:** The City of Moberly is required to submit revolving fund applications for capital projects if the city intends to utilize low interest revolving fund loans to finance any capital projects. To qualify for an SRF loan, an application for Lead Service Line Inventory & Replacement is required under state regulations. Information here: <https://dnr.mo.gov/water/business-industry-other-entities/technical-assistance-guidance/lead-service-lines> This application submittal provides Moberly with financial assistance opportunities from DNR from the SRF and potentially other sources of funding to cover the project, which is likely to last several years before Moberly will be able to meet the regulatory requirements. Capital requirements for the entire project are unknown until the lead service line inventory has been completed and replacement cost estimates have been formulated. Moberly has completed the inventory of the public owned lines during the 2020-2021 water meter replacement program. Following that, the rule was changed to add customer owned lines and added additional material types (galvanized) that would be considered containing lead content as well.

### Recommended

**Action:** Approve the resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |   |
|---|---|
| <input type="checkbox"/> Memo                   | <input type="checkbox"/> Council Minutes                |
| <input type="checkbox"/> Staff Report           | <input type="checkbox"/> Proposed Ordinance             |
| <input type="checkbox"/> Correspondence         | <input 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 checked="" 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\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

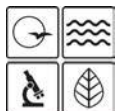
M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF ENVIRONMENTAL QUALITY  
FINANCIAL ASSISTANCE CENTER

## RESOLUTION OF GOVERNING BODY OF APPLICANT

### RESOLUTION NO. \_\_\_\_\_

(Suggested Form for Grant/Loan Applicant use)

**Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Drinking Water State Revolving Fund Program for financial assistance under the Missouri Drinking Water Law (Chapter 640, RSMo.).**

**WHEREAS pursuant to the terms of the Missouri Drinking Water Law, Chapter 640, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the engineering of specific public projects.**

**NOW, THEREFORE, be it resolved by** the City of Moberly  
(Governing body of applicant)

- 1. That** Brian Crane  
(Authorized representative)  
**file an application on behalf of** the City of Moberly  
(Legal name of applicant)

**with the State of Missouri for a loan and/or grant to aid in the engineering and/or construction of:**

Lead Service Line Inventory, Design & Replacement

(Brief project description)

- 2. That** Brian Crane, City Manager  
(Authorized representative) (Title)

**is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.**

## CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting \_\_\_\_\_ of the  
(Title of officer)

\_\_\_\_\_, does hereby certify: That the attached resolution is a  
(Legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the \_\_\_\_\_  
(Name of the governing body of applicant) held on the \_\_\_\_\_ day of \_\_\_\_\_;

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of recording officer)

\_\_\_\_\_  
(Title of recording officer)

**SEAL (If applicant has an official seal, impress here.)**



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
FINANCIAL ASSISTANCE CENTER  
**LEAD SERVICE LINE FUNDING APPLICATION**

#15.

### 1. APPLICANT INFORMATION

|  |             |   |                             |                                    |
|--|-------------|---|-----------------------------|------------------------------------|
| PUBLIC WATER SYSTEM NAME<br>City of Moberly  |             | PUBLIC WATER SYSTEM ID NO.<br>MO2010533   | POPULATION<br>13783         | UEI NO. (Required)<br>ZFDYKNHMPTK9 |
| PUBLIC WATER SYSTEM CONTACT FOR THIS DRINKING WATER PROJECT<br>Dana Ulmer  |             |   | TITLE<br>Utilities Director |                                    |
| MAILING ADDRESS<br>101 West Reed Street  |             |   |                             |                                    |
| CITY<br>Moberly  | STATE<br>MO | ZIP CODE<br>65270                         | COUNTY<br>Randolph          |                                    |
| TELEPHONE NUMBER WITH AREA CODE<br>660-269-7659  |             | EMAIL ADDRESS<br>dulmer@cityofmoberly.com |                             |                                    |
| APPLICATION PROJECT TYPE (check all that apply):<br><input checked="" type="checkbox"/> Lead Service Line Inventory <input checked="" type="checkbox"/> Lead Service Line Planning & Design <input checked="" type="checkbox"/> Lead Service Line Replacement  |             |   |                             |                                    |
| OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (\$42.390 RSMo. 2021)<br>a) Have you or an immediate family member ever served in the U.S. Armed Forces? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>b) If yes, would you like information about military-related services in Missouri? <input type="checkbox"/> Yes <input type="checkbox"/> No |             |   |                             |                                    |

### 2. GENERAL INFORMATION

|  |  |
|--|--|
| Population Served:<br>13783                                | Number of Service Connections:<br>5268               |
| Current Monthly User Charge for 5,000 gallons:<br>\$ 46.00 | Median Household Income of Service Area<br>\$ 42195  |
| Unemployment Rate (Percentage)<br>0.045                    | Percentage of Households Below Poverty Level<br>0.21 |

### 3. ESTIMATED PROJECT COST INFORMATION

Please include an estimated Project Cost for each project type applying for:

|  |             |
|--|-------------|
| I. Lead Service Line Inventory         | \$          |
| II. Lead Service Line Replacement Plan | \$          |
| III. Lead Service Line Replacements    | \$          |
| <b>Total Project Cost</b>              | <b>\$ 0</b> |

### 4. PROJECT SCHEDULE (if applicable)

| MILESTONE  | ANTICIPATED DATE |
|--|------------------|
| A. Lead Service Line Inventory Completion Date           | August 30, 2024  |
| B. Lead Service Line Replacement Plan Completion Date    | 8/30/2026        |
| C. Lead Service Line Replacement Construction Start Date | 8/30/2027        |
| D. Lead Service Line Replacement Construction End Date   | 8/30/2037        |

### 5. PROJECT DESCRIPTION

Inventory of each customer owned service line (the customer side of the meter)

Development of a plan to replace each service line identified as a lead service line and required by regulation

Replacement of each service line identified as a lead service line and required by regulation

Completion date for LSL Replacement is an estimate. Revision may be needed.



**CERTIFICATION**

#15.

All applications must be accompanied by a certificate documenting the authorization of the authorized representative (sample authorization attached). The authorized representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan is awarded on the basis of this application, to comply with all applicable rules and regulations of the Department of Natural Resources and the terms and conditions of the loan agreement. **Incomplete applications will be returned.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

NAME AND OFFICIAL TITLE (TYPE OR PRINT)

TELEPHONE NUMBER WITH AREA CODE

**PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)**

SIGNATURE OF PREPARER

DATE

NAME AND TITLE (PRINT OR TYPE)

TELEPHONE NUMBER WITH AREA CODE

MAIL OR EMAIL (PREFERRED) APPLICATION TO:

Missouri Department of Natural Resources  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176  
800-361-4827 or 573-751-1192  
[fac@dnr.mo.gov](mailto:fac@dnr.mo.gov)

## RESOLUTION OF GOVERNING BODY OF APPLICANT

### RESOLUTION NO. \_\_\_\_\_

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Chapter 640, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 640, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
(governing body of applicant)

1. That \_\_\_\_\_ be and he/she is hereby authorized to execute and  
(designated official)

file an application on behalf of \_\_\_\_\_  
(legal name of applicant)

with the State of Missouri for a loan and/or grant to aid in the construction of:

\_\_\_\_\_  
(brief project description)

2. That \_\_\_\_\_, \_\_\_\_\_  
(name of authorized official) (title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

## CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting \_\_\_\_\_ of the  
(title of officer)

\_\_\_\_\_, does hereby certify: That the attached resolution is a  
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the

\_\_\_\_\_ held on the \_\_\_\_\_ day of  
(name of the governing body of applicant)

\_\_\_\_\_, \_\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(signature of recording officer)

\_\_\_\_\_  
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

## Lead Serve Line Funding Application Instructions for Form

1. **Applicant Information:** Print or type the applicant information. Include a street address if available. The applicant is the entity that will receive the funds, if awarded. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.

Prior to receiving funding assistance, the entity must have a SAM.gov Unique Entity Identifier (UEI) and the UEI must be included on the application. Applicants may obtain a UEI at no cost from the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Should you need assistance with this process, call the toll-free help desk at 1-866-606-8220 or learn more at [https://www.fsd.gov/gsafsd\\_sp](https://www.fsd.gov/gsafsd_sp). Applicants who have a prior enrollment with SAM.gov should only have to log into their account to obtain their UEI. Applicants must attach a screenshot/printout of the SAM.gov website showing the applicant's UEI to this Drinking Water State Revolving Fund (DWSRF) application

The authorized representative is the person designated by the application to sign official documents and to speak on behalf of the applicant on project related matters.

Fill in a telephone number that will be answered during work day hours.

2. **General Information:** Provide the population of the entire service area to be funded with this project along with the number of service connections.

Provide the current monthly user rate for a 5,000 gallon user.

Provide the Median Household Income, Unemployment Rate, and Percentage of Households Below Poverty Level based on the most recent 5-year American Community Survey.

3. **Estimated Project Cost Information:** Provide the estimated Project costs for each type of project activity for which is being applied.
4. **Project Schedule:** Please provide an estimated project schedule. Reminder, all Lead Service Line Inventories must be submitted to the Department by October 16, 2024.

## Incomplete Applications Will Be Returned

- Sign the application; attach any additional information that will enable the department to prioritize your project needs.
- Make a copy of the completed application for your records.
- Mail the completed applications to the address below or email an electronic application to [fac@dnr.mo.gov](mailto:fac@dnr.mo.gov).

Missouri Department of Natural Resources  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176

## For More Information:

Missouri Department of Natural Resources  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176  
[fac@dnr.mo.gov](mailto:fac@dnr.mo.gov)  
800-361-4827 or 573-751-1192  
FAX: 573-751-9396  
[www.dnr.mo.gov/env/wpp/srf/index.html](http://www.dnr.mo.gov/env/wpp/srf/index.html)

# City of Moberly

## City Council Agenda Summary

Agenda Number: #16.  
 Department: Public Works  
 Date: May 15, 2023

**Agenda Item:** A Resolution Approving A Written Consent To Assignment With Mid-America Bank.

**Summary:** These agreements are related to the ground lease with ExcelAir8 for the construction of a new 80 x 80 hangar at Omar Bradley Airport. The resolution would authorize a “release agreement” from the City which authorizes and assignment agreement between ExcelAir8 and MidAm Bank. As the land and the building can’t have any encumbrances against them, the release agreement allows the assignment of the lease with ExcelAir8 to transfer to the bank in the event of a default. This would give the bank control of the lease and the building as long as they continued to meet the requirements of the lease.

It would also allow them to sell the building with approval of the City at which point we would enter a new lease with the purchaser.

### Recommended

**Action:** Approve this resolution.

**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                | <b>Mayor</b>              |                          |                          |
| <input type="checkbox"/> Staff Report       | <input type="checkbox"/> Proposed Ordinance             | M___ S___ <b>Brubaker</b> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Correspondence     | <input checked="" type="checkbox"/> Proposed Resolution | <b>Council Member</b>     |                          |                          |
| <input type="checkbox"/> Bid Tabulation     | <input type="checkbox"/> Attorney's Report              | M___ S___ <b>Lucas</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition                       | M___ S___ <b>Kimmons</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Minutes        | <input type="checkbox"/> Contract                       | M___ S___ <b>Jeffrey</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Application        | <input type="checkbox"/> Budget Amendment               | M___ S___ <b>Kyser</b>    | <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 APPROVING A WRITTEN CONSENT TO ASSIGNMENT WITH MID-AMERICA BANK.**

**WHEREAS**, Mid-America Bank and ExcelAir8, LLC have entered into an Assignment of Leases and Rents agreement whereby ExcelAir8, LLC assigns its interest in a certain lease (the “Lease”) between the City of Moberly and ExcelAir8, LLC for hangar space at Omar N. Bradley Regional Airport; and

**WHEREAS**, the Lease provides that it is not assignable without the written permission of the City; and

**WHEREAS**, the Written Consent to Assignment, attached hereto, will satisfy the consent requirement in the lease upon execution by all the parties.

**NOW, THEREFORE**, the Written Consent to Assignment is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

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 Presiding Officer

ATTEST:

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 Shannon Hance, MRCC, City Clerk



### WRITTEN CONSENT TO ASSIGNMENT

**COMES NOW**, the City of Moberly, Missouri, a Missouri statutory third-class city, (hereinafter "City"), Mid-America Bank, a bank organized and authorized by Missouri law, (hereinafter "Bank") and ExcelAir8, LLC (hereinafter "Excel") and for their Written Consent to Assignment state as follows:

**WHEREAS**, Bank and Excel have entered into an agreement entitled Assignment of Leases and Rents which agreement includes an assignment from Excel to Bank of a real estate lease identified below.

**WHEREAS**, Excel and City entered into a certain lease, attached hereto as Exhibit 1 (the "Lease"), on \_\_\_\_\_, whereby Excel leased certain real estate at the Omar N. Bradley Regional Airport for purposes of erecting an airplane hangar.

**WHEREAS**, the lease contains a prohibition on assignment unless the City gives written consent to the assignment.

**NOW, THEREFORE**, the City hereby gives written consent to the assignment between Excel and Bank upon the following terms and conditions:

1. The assignment becomes effective upon the execution of this agreement by all parties until revoked by either the Bank or Excel, in which case, the parties will notify the City in writing of the assignment revocation.
2. The Bank accepts all responsibility and liability for the execution of all lessee obligations and terms of the lease including but not limited to the payment of rent.

IN WITNESS WHEREOF, the parties acknowledge that the signatories to this agreement are authorized to act on behalf of their respective party and that this agreement represents the entire agreement between the parties.

CITY OF MOBERLY, MISSOURI

MID-AMERICA BANK

\_\_\_\_\_  
By: Brian Crane, City Manager

Dated: \_\_\_\_\_

EXCELAIR8, LLC

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: James Braden Tyrer, Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Cameron Jay Phillips, Member

Date: \_\_\_\_\_

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## ASSIGNMENT OF LEASES AND RENTS

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**DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is April 28, 2023. The parties and their addresses are:

**ASSIGNOR/GRANTOR:**

**EXCELAIR8 LLC**

A Missouri Limited Liability Company  
8805 S Tom Bass Road  
Columbia, MO 65201

**LENDER/GRANTEE:**

**MID AMERICA BANK**

Organized and existing under the laws of Missouri  
1511 Friendship Road  
Jefferson City, MO 65101

**1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

**A. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$217,630.50. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

**3. SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Assignment will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 310000258, dated April 28, 2023, from Assignor to Lender, with a loan amount of \$217,630.50.



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**B. Future Advances.** All future advances from Lender to Assignor under the Specific Debts executed by Assignor in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to Assignor either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. This Assignment secures all future advances to Grantor from Lender or other future obligations of Grantor to Lender, as governed by Mo. Rev. Stat. § 443.055.

**C. All Debts.** All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

**D. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

**4. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

**5. ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant, bargain and convey to Lender as additional security all the right, title and interest in the following (Property).

**A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

**B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).

**C.** The term Property as used in this Assignment shall include the following described real property:

#### ADD LEGAL DESCRIPTION WHEN RECEIVED

The property is located in Randolph County at 3580 East Outer Road, Moberly, Missouri 65270. In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

**6. PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

**7. COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender.

This Assignment will remain effective during any statutory redemption period until the Secured Debts are satisfied.

Unless otherwise prohibited or prescribed by state law, Assignor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Assignor agrees that actual possession of the Property is deemed to occur when Lender notifies Assignor of Assignor's default and demands that Assignor and Assignor's tenants pay all Rents due or to be come due directly to Lender. Immediately after Lender gives Assignor the notice of default, Assignor agrees that either Lender or Assignor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

**8. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs, and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

**9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

- A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B.** Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C.** Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
- D.** Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E.** Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F.** Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G.** Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H.** Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.
- I.** Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.



**J.** Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

**K.** As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

**L.** Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**10. CONDEMNATION.** Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**11. APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

**12. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**13. TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A.** A beneficial interest in Assignor is sold or transferred.
- B.** There is a change in either the identity or number of members of a partnership or similar entity.
- C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

**14. WARRANTIES AND REPRESENTATIONS.** Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:

**A. Power.** Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.

**B. Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

**D. Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain and convey to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

**E. Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

**F. Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

**G. Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

**H. Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

**15. COVENANTS.** Assignor agrees to the following covenants:

**A. Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

**B. Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

**C. Right To Rents.** After default and Lender taking the appropriate affirmative action, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents.

**D. Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

**E. Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

**F. Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

**G. Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

**H. Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

**I. Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

**J. Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**K. Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

**L. Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

**M. Use of Property and Related Indemnification.** Assignor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Assignor becomes aware of such a violation, Assignor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Assignment or the related Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such Property, then Assignor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by Lender in favor of Assignor.

Violation of this provision is a material breach of this Assignment and thereby constitutes a default under the terms and provisions of this Assignment.

**16. DEFAULT.** Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Assignor fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

**C. Business Termination.** Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Assignor is in default on any other debt or agreement Assignor has with Lender.

**G. Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Assignor fails to satisfy or appeal any judgment against Assignor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**17. REMEDIES.** After Assignor defaults, Lender may at Lender's option do any one or more of the following.

**A. Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

**B. Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

**C. Sources.** Lender may use any and all remedies Lender has under Missouri or federal law or in any document relating to the Secured Debts.

**D. Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

**E. Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

**F. Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

**G. Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

**H. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

**18. TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

**19. WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisalment and homestead exemption rights relating to the Property.

**20. APPLICABLE LAW.** This Assignment is governed by the laws of Missouri, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**21. JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor severally or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property.



Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

**22. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**23. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

**24. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**SIGNATURES.** By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (ASSIGNOR) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

**ASSIGNOR:**

ExcelAir8 LLC

By \_\_\_\_\_  
James Braden Tyrer, Member

By \_\_\_\_\_  
Cameron Jay Phillips, Member

**ACKNOWLEDGMENT.**

STATE OF MISSOURI, COUNTY OF \_\_\_\_\_ ss.

On this 28th day of April 2023, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared James Braden Tyrer - Member and Cameron Jay Phillips - Member of ExcelAir8 LLC, a Limited Liability Company, known to me to be the person(s) who executed the within instrument in behalf of said Limited Liability Company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
(Notary Public)

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Administration  
**Date:** May 15, 2023

**Agenda Item:** A Resolution Approving An Agreement For City Hall Air Duct Cleaning Services.

**Summary:** City Hall air quality was questioned recently. Staff review of HVAC registers throughout City Hall found numerous ones showing signs of dirt and other matter, suggesting that the entire system is in need of cleaning. Multiple companies were contacted for this service and only two responded and submitted bids. A bid tabulation is included here. Staff recommends proceeding with Stanley Steamer to complete the air duct cleaning in an attempt to improve air quality in City Hall.

**Recommended Action** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

**Aye**    **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**    \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**    \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**    \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**    \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser**    \_\_\_\_\_

Passed    Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT FOR CITY HALL AIR DUCT CLEANING SERVICES.**

**WHEREAS**, City staff advertised for proposals from interested parties to provide air duct cleaning at Moberly City Hall; and

**WHEREAS**, many proposals were received with the bid from John Dean d/b/a Stanley Steemer (“Steemer”) being the lowest responsible bid of \$4,070.00; and

**WHEREAS**, City staff recommends the acceptance of the Steemer bid and authority to execute the attached City of Moberly Agreement for Services/City Hall Air Duct Cleaning (“Agreement”) document.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid of Steemer and approves the Agreement as recommended by City staff and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action necessary to accomplish the purpose of this resolution.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting**ATTEST:**

---

Shannon Hance, MRCC, City Clerk

## City of Moberly Agreement For Services

### City Hall Air Duct Cleaning

This agreement for services is entered into as of \_\_\_\_\_ between the City of Moberly ("City") and Dean Enterprises, dba Stanley Steemer ("Contractor").

The City of Moberly wishes to have the air ducts of 12 HVAC units and the associated fresh air equipment cleaned. Contractor responded to City's request for a bid to provide all materials and labor necessary to complete the cleaning, submitting a bid of \$4,070.00 to perform the cleaning services. City has selected the Contractor to perform the cleaning services, and both parties agree to the following:

1. Contractor is responsible and agrees to the cleaning of 12 HVAC units and fresh air supply equipment in City Hall, to be performed according to generally accepted industry practices.
2. The agreed upon amount for these services is \$4,070.00. No additional amount will be paid unless agreed to in advance by City and Contractor.
3. City will provide Contractor access to the City Hall building for hours outside of 8 AM – 5PM Monday – Friday to allow Contractor to complete work without disruption of City business operations. Contractor shall complete the work within 60 days time.
4. Prior to commencing work, Contractor shall provide City with proof of insurance naming City, it's elected officials, and it's employees as additional insured with the following coverage at minimum:
  - a. General Liability            \$1,000,000 per occurrence, \$2,000,000 annual aggregate
  - b. Automobile Liability       \$1,000,000 per occurrence
  - c. Workmen's Compensation & Employers Liability    Per Missouri Revised Statutes
5. Contractor shall indemnify and hold harmless City, it's elected officials, and it's employees from and against all claims, damages, losses, and expenses arising due to Contractor action or failure to act in connection with providing these services.
6. Contractor must apply for and receive a City of Moberly business license prior to beginning work.
7. Upon successful completion of the services and accepted by City, Contractor will be paid not later than 30 days after receipt of invoice by City.
8. Written notices and payment invoices shall be directed to:



**IF TO CITY**

City of Moberly  
101 West Reed Street  
Moberly, MO 65270  
ATTN: Greg Hodge

**IF TO CONTRACTOR**

Dean Enterprises, dba Stanley Steemer  
3630 Mojave Court, Suite 100  
Columbia, MO 65202  
ATTN: John Dean

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF MOBERLY, MISSOURI**

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

**DEAN ENTERPRISES D/B/A STANLEY STEEMER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Moberly - City Hall Air Duct Cleaning Bids

| Bidder                   | Location | Bid      | Comments |
|--------------------------|----------|----------|----------|
| Smith Heating & Cooling  | Moberly  | No bid   |          |
| Controlled Aire          | Moberly  | No bid   |          |
| AC Outfitters            | Moberly  | No bid   |          |
| Columbia Carpet Cleaning | Columbia | No bid   |          |
| Stanley Steemer          | Columbia | \$4,070  |          |
| Clean Air Columbia       | Columbia | \$13,560 |          |

### Scope of job

Clean all HVAC system ducting & components

# City of Moberly

## City Council Agenda Summary

Agenda Number: #18.

Department: Police

Date: May 15, 2023

**Agenda Item:** A Resolution Permitting The Moberly Rotary Club, Altrusa Club, Fraternal Order Of Eagles And The Knights Of Columbus To Locate And Operate A Carnival In Downtown Moberly From June 14 To June 17, 2023, And The Closure Of Downtown Streets And The Operation Of A Beer Garden During The Seventeenth Annual Railroad Days.

**Summary:** The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approved to hold the 17<sup>th</sup> annual Railroad Days in downtown Moberly June 11<sup>th</sup> through June 18<sup>th</sup>. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 11<sup>th</sup> and end on Monday June 18<sup>th</sup>. Permission to hang banners on the Rollins and Morley Street railroad overpasses and for the Moberly Eagles to operate a beer garden in Depot Park is also requested.

**Recommended Action** Approve this Resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

M\_\_\_ S\_\_\_ Jeffrey    \_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ Brubaker    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Kimmons    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Kyser    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Lucas    \_\_\_    \_\_\_

Passed    Failed

BILL NO: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION PERMITTING THE MOBERLY ROTARY CLUB, ALTRUSA CLUB, FRATERNAL ORDER OF EAGLES AND THE KNIGHTS OF COLUMBUS TO LOCATE AND OPERATE A CARNIVAL IN DOWNTOWN MOBERLY FROM JUNE 14 TO JUNE 17, 2023, AND THE CLOSURE OF DOWNTOWN STREETS AND THE OPERATION OF A BEER GARDEN DURING THE SEVENTEENTH ANNUAL RAILROAD DAYS.**

**WHEREAS**, the Moberly Rotary Club, Altrusa Club, Fraternal Order of Eagles and the Knights of Columbus seek to operate a carnival in downtown Moberly as part of the 17<sup>th</sup> Annual Railroad Days and close Sturgeon Street from Coates to Rollins, the east half of the 100 block of W. Reed, the parking lot north of City Hall, the parking lot east of the 200 block of Sturgeon Street and the Moberly Municipal Building parking lot beginning June 11, 2023, at 8 a.m. and ending at 8 p.m. on June 18, 2023; and

**WHEREAS**, the request to operate a carnival has been reviewed by City Police and Fire Officials who have found no public safety issues and pursuant to Section 12-354 of the Moberly City Code the City Council may permit the operation of such a carnival; and

**WHEREAS**, the Moberly Eagles has requested permission to operate a beer garden during Railroad Days in an enclosed area in Depot Park and all the sponsoring organizations have requested permission to advertise the event by hanging banners on the Rollins Street/Morley Street overpass beginning in May.

**NOW, THEREFORE**, the Moberly, Missouri City Council hereby authorizes the operation of a carnival, the closing of streets, the operation of a beer garden and the advertisement of Railroad Days as set out above and such other and further activities as may necessary to carry out the intent of this Resolution.

**RESOLVED** this 15<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#19.

Department: Public Works

Date: May 15, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Accept And Execute A Grant Agreement For The Fennel Community Center

**Summary:** This agreement is for the Community Revitalization Grant for improvements to the Fennel Complex to develop it as a Community Center. The grant amount is for \$494,000 with a 50/50 match. Matching funds were to come in part from CID and ARPA funding for a total project amount of \$988,000 for the purpose of additional renovations to the front two-story building to include; repair and finishing of floors, clean, prep and seal internal walls, insulation, interior painting, finish out upper level flooring, sprinkler or alternative fire protection, HVAC, Electrical (lighting, outlets & fixtures), Renovation of South entry ways, outside stairwells, finish tuckpointing & windows. If funding allows, HVAC, insulation and floor repairs & finish, ceiling fans and clean & seal interior walls of middle building. Fans and Radiant heat under outside Canopy.

With the cost of materials today, I am hopeful that we can at least address the two-story building to the projected level.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** CID/ARPA

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed

Failed



BILL NO: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE A GRANT AGREEMENT FOR THE FENNEL COMMUNITY CENTER.**

**WHEREAS**, this Council previously authorized City staff to seek grant funding through the Missouri Department of Economic Development for the ARPA Community Revitalization Grant Program; and

**WHEREAS**, City staff have been notified that it will receive grant funding for the Fennel Community Center pursuant to the terms of the attached Grant Agreement through the Missouri Department of Economic Development; and

**WHEREAS**, the Grant Agreement must be accepted by the City, executed and returned to the State of Missouri by May 31, 2023, and City staff therefore recommends acceptance of the grant.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to accept the grant award in the manner requested, to execute the Agreement and to take such further action as may be necessary to obtain the grant funding.

**RESOLVED** this 15th day of May, 2023, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, MRCC, City Clerk

**GRANT AGREEMENT****Missouri ARPA Community Revitalization Grant Program**

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties").

**1. IDENTIFYING INFORMATION**

A field with an asterisk (\*) is a defined term in this Agreement.

|  |  |
|--|--|
| SUBRECIPIENT*  | PROJECT NAME   |
| City of Moberly  | Fennel Community Center  |
| STATE OF ORGANIZATION  | TYPE OF ENTITY   |
| MO   | Missouri municipality  |
| EIN  | SAM.GOV UNIQUE ENTITY IDENTIFIER   |
| 436002348  | ZFDYKNHMPTK9   |
| FEDERAL AWARD ID NUMBER  | CFDA NUMBER AND NAME1111   |
| SLFRP4542  | 21.027 Coronavirus State Fiscal Recovery Fund  |
| MAXIMUM SUBAWARD*  | COST SHARING RATIO*  |
| \$494,266  | 1:1 (Program Funds:Local Match)  |
|  | MO CONTRACT NUMBER   |
|  | 34192335   |
| DATE OF AWARD*   | PERIOD OF PERFORMANCE*   |
| March 22, 2023   | March 3, 2021 through September 30, 2026   |
| NOTICE TO SUBRECIPIENT*  | NOTICE TO DED*   |
| Attn: Brian Crane<br>Title: City Manager<br>Street: 101 W. Reed<br>City, MO Zip: Moberly, MO 65270<br>Phone: 1-660-269-8705<br>Email: bcrane@cityofmoberly.com | Department of Economic Development<br>Attn: Bradley Clark<br>Senior Grant Success Manager<br>Federal Initiatives<br>Mail:<br>PO Box 1157<br>Jefferson City, MO 65102<br>Physical:<br>301 W. High Street, Suite 720<br>Jefferson City, MO 65101<br>Phone: 573/395-6055<br>Email: <a href="mailto:Bradley.Clark@ded.mo.gov">Bradley.Clark@ded.mo.gov</a> |

## 2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") ([42 U.S.C. § 802](#)), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19."
- 2.2. The SFRF is further implemented by Treasury through regulations ([31 CFR part 35](#)) and other guidance.
- 2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations).
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$100,000,000 in SFRF funds to DED for community development and revitalization for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.065, 2022).
- 2.6. DED established the Missouri ARPA Community Revitalization Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for investments in communities in the State.
- 2.7. DED issued guidelines for the Program, and issued an updated version of the guidelines (September 28, 2022) when DED began accepting applications for the Program.
- 2.8. From September 28 to November 30, 2022, DED accepted applications from interested applicants.
- 2.9. DED issued Frequently Asked Questions for the Program on November 16, 2022 ("Program FAQs").
- 2.10. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").
- 2.11. Subrecipient submitted an application for a community revitalization project, and DED approved the project for funding.
- 2.12. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

## 3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, and as follows:



- (a) "Administrative FAQs" means the document that can be accessed from the DED ARPA webpage, specifically at <https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>, as may be amended from time to time, which is incorporated by reference as if fully set forth herein.
- (b) "Allowable Costs" has the meaning set forth in section 6 of this Agreement.
- (c) "Cost Sharing Ratio" means the amount of Local Match that Subrecipient must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match. For this Subaward, the Cost Sharing Ratio is set forth in section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Subaward Amount or Subrecipient's Local Match obligation.
- (d) "Local Match" is the amount of funds for the Project that are not Program Funds, as set forth in Subrecipient's Application, which may be modified by Subrecipient's Final Project Budget, which is in Exhibit 4 to this Agreement.
- (e) "Program FAQs" means the document attached as Exhibit 3 to this Agreement, and described in section 2.9 of this Agreement.
- (f) "Program Funds" means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement. Program Funds consist of SFRF funds, pursuant to the Treasury-State Grant Agreement.
- (g) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Program Guidelines, Community Revitalization Grant Program".
- (h) "Project" means the community revitalization project as set forth in Subrecipient's Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.
- (i) "Project Cost" has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.
- (j) "Request for Payment" means any DED form, whether paper or electronic, by which Subrecipient requests payment from the State/DED from Program Funds by providing required information and supporting documentation.
- (k) "RSMo" means the Revised Statutes of Missouri.
- (l) "Subaward" has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.
- (m) "Subrecipient" means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.

- (n) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name specified in section 1 of this Agreement.
- (o) "Total Budgeted Amount" means the sum of the Maximum Subaward and the Local Match. The Total Budgeted Amount is a forward-looking amount, and may be a different amount than Project Cost, which is based on actual costs incurred for the Project.
- (p) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.
- (q) "Treasury-State Grant Agreement" means the SFRF grant agreement described in section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,
- (r) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (s) "Uniform Guidance" means 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

#### **4. THE CONTRACT DOCUMENTS**

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:
  - (a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); the Program FAQs (Exhibit 3); Administrative FAQs (<https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>), and Subrecipient's Final Project Budget (Exhibit 4); and
  - (b) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

#### **5. SUBRECIPIENT'S OBLIGATIONS**

- 5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:
  - (a) 42 U.S.C. § 802 (codification of SFRF from ARPA);
  - (b) Treasury SFRF regulations at 31 CFR part 35;



- (c) Supplementary Information to the SFRF Final Rule, [87 F.R. 4338-4446](#);
- (d) Treasury SFRF guidance documents:
  - i. "[Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds](#)", Version 5.0 issued by Treasury on September 20, 2022, as may be amended from time to time;
  - ii. "[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)", most recently updated on July 27, 2022, as may be amended from time to time;
  - iii. "[Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds](#)", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and
  - iv. Any other guidance issued by Treasury regarding the SFRF.
- (e) The Treasury-State Grant Agreement (Exhibit 2);
- (f) Program Guidelines (Exhibit 1);
- (g) Program FAQs (Exhibit 3); and
- (h) Administrative FAQs.

- 5.3. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.
- 5.4. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.
- 5.5. The Project must provide programs or services to eligible beneficiaries (see Exhibits 1 and 2) as set forth in Subrecipient's Application.
- 5.6. Subrecipient may only be reimbursed by DED with Program Funds for Allowable Costs.
- 5.7. Any publications produced with funds from this Subaward must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

## 6. COST PRINCIPLES

- 6.1. Allowable Costs will be determined based on the following:
  - (a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:
    - i. The cost is necessary for Subrecipient to carry out the Project;
    - ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
    - iii. The cost must have been incurred directly or indirectly to carry out the Project; and

- iv. The cost must be adequately documented;
- (b) The cost must be incurred by Subrecipient prior to the end of the Period of Performance; and
  - i. For the purposes of meeting Local Match, costs cannot be incurred earlier than the beginning of the Period of Performance; and
  - ii. For the purposes of receiving Program Funds from DED for incurred or paid costs, costs cannot be incurred earlier than the Date of Award;
- (c) The cost must be included in the Subrecipient's Final Project Budget (Exhibit 4);
- (d) Contingency costs will be Allowable Costs only if included in Subrecipient's Application;
- (e) Subaward administrative costs will be allowable costs only if included in Subrecipient's Application and in Subrecipient's Final Project Budget (Exhibit 4), and such costs must not exceed the maximum amount as set forth in the Program Guidelines.
- (f) The cost is not an Unallowable Cost, which includes, but is not limited to, the following:
  - i. Costs incurred by Subrecipient outside of the time periods set forth in section 6.1 (b), except for Subaward administrative costs incurred relating to close-out of an award;
  - ii. Costs that will be reimbursed by other federal, state, or local funding;
  - iii. Costs as set forth in the Program Guidelines, Program FAQs, or Administrative FAQs as an ineligible project cost;
- iv. Indirect costs;
- v. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476; and
- vi. Costs of prohibited lobbying activities, as set forth in 2 CFR 200.450 (see certification in section 13.1(g) of this Agreement).

## 7. LOCAL MATCH

- (a) Subrecipient's Application, as modified by Subrecipient's Final Project Budget (Exhibit 4), includes a voluntary cost sharing commitment (see 2 CFR 200.1), or Subrecipient must meet its commitment (the "Local Match") as set forth in this Agreement.
- (b) Subrecipient's Local Match voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Budgeted Amount). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

- i. If actual Allowable Costs for the Project are less than the Total Budgeted Amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.
- ii. If actual Allowable Costs for the Project exceed the Total Budgeted Amount, the Program Funds with which DED may reimburse Subrecipient cannot exceed the Maximum Subaward amount in section 1 of this Agreement.
- (c) Subrecipient's failure to meet its Local Match may result in DED assigning specific award conditions or taking other action as authorized in section 14 of this Agreement.
- (d) As stated in section 6.1 (b), Subrecipient's Local Match must be met from otherwise Allowable Costs incurred during the Period of Performance.
- (e) Subrecipient's Local Match must comply with 2 CFR 200.306.
- (f) Unrecovered indirect costs are not allowed to meet the Local Match.
- (g) Subrecipient must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match requirement, to facilitate questions and audits.
- (h) Subrecipient must submit records to DED showing how it has met its Local Match according to the Cost Sharing Ratio, in order to receive payment under section 8 of this Agreement.

## **8. PROGRAM FUNDS PAYMENT**

- 8.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received:
  - (a) A SAM.gov Unique Entity Identifier and provided the number to DED; and
  - (b) A vendor number from Missouri's SAM II vendor registration system.
- 8.2. Subrecipient may submit Requests for Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.
  - (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
    - i. Invoice/reference number (assigned by Subrecipient);
    - ii. Invoice date;
    - iii. Invoice period (to which the reimbursement request is applicable);
    - iv. MO Contract Number (from section 1 of this Agreement);



- v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
  - vi. Subrecipient name;
  - vii. Subrecipient remittance address;
  - viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and
  - ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
    - a. The amount requested by Subaward budget line-item;
    - b. The amount paid by Subaward budget line-item to date;
    - c. The total amount paid under this Agreement to date; and
    - d. The total amount requested (all line-items) for the invoice period;
  - (b) Subrecipient has agreed to a Local Match pursuant to section 7.1 of this Agreement. With each request for payment to DED, Subrecipient must submit documents enabling DED to ensure it is paying Subrecipient with Program Funds according to the Cost Sharing Ratio in section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Subrecipient must demonstrate to DED that it has expended one dollar in Local Match; and
  - (c) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.
- 8.3. Requests for Program Funds must be submitted only by a person authorized to submit a Request according to Subrecipient's internal control processes. A form will be provided by DED for Subrecipient to designate who is authorized to submit Requests for Program Funds.
- 8.4. Subrecipient shall submit Requests for Program Funds no more than once a month, unless the amount exceeds \$10,000.
- 8.5. Requests for Program Funds can be of two types:
- (a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Subrecipient based on actual expenditures for which the Subrecipient paid.
    - i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.
    - ii. All vouchers/invoices should be on contractor's/vendors' letterhead.
    - iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.

- iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.
  - (b) Advance payment. The Subrecipient may request Program Funds for incurred costs that the Subrecipient is unable to pay in advance of receiving Program Funds from DED.
    - i. Supporting documentation includes invoices or similar documentation. Subrecipient must explain in its Request for Payment why it cannot proceed with the reimbursement of costs method.
    - ii. During monitoring by DED, the Subrecipient must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.
  - (c) Subrecipient may use both types of Request for Payment, depending on the costs at issue.
- 8.6. If Subrecipient's budget includes grant administrative costs, such costs shall not exceed the amounts in the Program Guidelines.
- (a) Subrecipient's grant administration costs shall be paid by DED as a set percentage of each Request for Payment.
- 8.7. Upon review and approval of Subrecipient's Request for Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement. As stated in section 6.1 (b), costs incurred prior to the Date of Award are not eligible for Program Funds.
- 8.8. Subrecipient must submit its final Request for Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Funds received after this date.
- 8.9. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.
- 8.10. Any reimbursements to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.
- 8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.



- 8.12. As provided in the Treasury-State Grant Agreement, any funds paid to the Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
- (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Subrecipient's debt to the State. Debts owed by Subrecipient to the State must be paid promptly by Subrecipient to the State. A debt owed to the State by Subrecipient under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in this section 8.12.
  - (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under section 15 of this Agreement. The rights of the State as expressed in this section 8.12 are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Subrecipient.

## 9. REPORTING

- 9.1. Subrecipient agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a)(3), this Agreement shall be amended.
- 9.2. DED/the State must submit two types of reports to Treasury: quarterly project and expenditure reports and annual performance reports.
- 9.3. **Quarterly Project and Expenditure Reports**
  - (a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.
  - (b) Subrecipient agrees to provide DED with the data, information, and documents set forth in section 9.3(f) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.
  - (c) Subrecipient agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable® platform similar to how Subrecipient applied for the Program.

- (d) The data, information, and document requirements for the quarterly report in section 9.3(f) of this Agreement are based on information in the following Treasury documents:
- i. Treasury's SFRF [Compliance and Reporting Guidance](#) (Version 5.0, September 20, 2022), as may be amended from time to time; and
  - ii. Treasury's SFRF [Project and Expenditure Report User Guide](#) (Version 6, April 1, 2023), as may be amended from time to time.
- (e) Subrecipient agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF, Subrecipient will provide additional reporting required by Treasury of DED/the State for the Project.
- (f) Based on the Treasury guidance in section 9.3(d) of this Agreement, Subrecipient agrees to provide the following information to DED/the State for the Quarterly Reports:

|      |  |
|------|--|
| (1)  | Project name, basic description, project expenditure category  |
| (2)  | Project completion status (not started, less than 50% complete, 50% or more complete, completed)   |
| (3)  | Project obligations and expenditures (current period and cumulative)   |
| (4)  | Program income (if applicable)   |
| (5)  | Total approved/adopted budget for Project (all sources)  |
| (6)  | Project Demographic Distribution<br>(a) What Impacted and/or Disproportionally Impacted population does this project primarily serve?<br>(b) If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, identify the two additional populations served |
| (7)  | Number of beneficiaries (e.g., households, persons, families) per eligible beneficiary category  |
| (8)  | Number of affordable housing units preserved or developed (if applicable)  |
| (9)  | For construction projects:<br>(a) Projected and actual construction start date<br>(b) Projected and actual construction completion date<br>(c) Projected and actual initiation of operations date<br>(d) If construction completed but operations have not begun, an explanation                   |
| (10) | Information as set forth in section 10 of this Agreement, if applicable  |
| (11) | Other information as reasonably required by DED  |
| (12) | Any other information required by Treasury   |

#### 9.4. Annual Recovery Plan Performance Report.

- (a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:
- (b) Information about the contents of the Recovery Plan Performance Report are in the [SFRF Compliance and Reporting Guidance](#), pp. 34-40, in Treasury's [Recovery Plan Reporting User Guide](#) (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the [SFRF Compliance and Reporting webpage](#) titled "Recovery Plan Template".
- (c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Subrecipient agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.
- (d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting, but reserves the right to request updated information if necessary to comply with Treasury's requirements.

- 9.5. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Subrecipient agrees to cooperate with DED/the State and provide any information requested by Treasury.

## **10. STRONG LABOR PRACTICES IN CONSTRUCTION**

- 10.1. Treasury encourages the use of strong labor practices for capital expenditure projects funded by SFRF in order to ensure projects produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency.
- 10.2. If the Project has a Total Approved Budget amount greater than \$10 million, then the following requirements apply to the Project:
  - (a) Subrecipient must provide, if it did not do so in Subrecipient's Application, a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant



to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts");

- (b) Subrecipient must provide, if it did not do so in Subrecipient's Application, a Project workforce continuity plan detailing:
  - i. How Subrecipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;
  - ii. How Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
  - iii. How Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - iv. Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
  - v. Whether the Project has completed a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f));
- (c) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project prioritizes local hires; and
- (d) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project has a community benefits agreement, and if so, must provide a description of any such agreement. A community benefits agreement is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and Subrecipient identifying a range of community benefits Subrecipient agrees to provide as part of the Project, in return for the community's support of the Project.
- (e) Subrecipient must maintain sufficient records to substantiate the information in section 10.2(a)–(d) of this Agreement.
- (f) Subrecipient must provide any updated reporting on the information in section 10.2(a)–(d) of this Agreement required by Treasury as part of DED/the State's reporting obligations, as described in section 9 of this Agreement.

## 11. MONITORING AND CLOSEOUT

- 11.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
  - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.
- 11.2. Subrecipient must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance, so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344.
- 11.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

## 12. RECORD RETENTION AND ACCESS

- 12.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
  - (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
  - (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
    - i. The preparation of reports required by general and program-specific terms;
    - ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
  - (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 12.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for five (5) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 12.3. Subrecipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.



### 13. ADDITIONAL PASS-THROUGH REQUIREMENTS

13.1. Pursuant to the Treasury-State Grant Agreement, the federal laws and regulations that apply to this Subaward include:

- (a) Other than such provisions as Treasury may determine are inapplicable to this Subaward, and subject to such exceptions as may be otherwise provided by Treasury, this Subaward is subject to the Uniform Guidance ([2 CFR part 200](#)). Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward. Subrecipient must perform this Agreement in compliance with the applicable provisions of the entirety of the Uniform Guidance, not just provisions specifically referenced in this Agreement;
- (b) Universal Identifier and System for Award Management ("SAM"), [2 CFR part 25](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 25](#) is hereby incorporated by reference;
- (c) Reporting Subaward and Executive Compensation Information, [2 CFR part 170](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 170](#) is hereby incorporated by reference;
- (d) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), [2 CFR part 180](#), and Treasury's implementing regulation at [31 CFR part 19](#), including both the requirement to comply with [31 CFR part 19's subpart C](#) as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
  - i. Subrecipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Subrecipient's Application.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at [2 CFR part 200, Appendix XII](#), is hereby incorporated by reference;
- (f) Government-wide Requirements for Drug-Free Workplace, [31 CFR part 20](#);
- (g) New Restrictions on Lobbying, [31 CFR part 21](#);

If the Maximum Subaward amount in section 1 of this Agreement exceeds \$100,000, Subrecipient certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended ([42 U.S.C. §§ 4601–4655](#)) and implementing regulations;
- (i) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Subaward include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at [31 CFR part 22](#), and the government-wide regulations contained in [28 CFR part 42](#), subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended ([42 U.S.C. §§ 3601 et seq.](#)) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. § 794](#)), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
  - iv. The Age Discrimination Act of 1975, as amended ([42 U.S.C. §§ 6101-6107](#)) and Treasury's implementing regulations at [31 CFR part 23](#), which prohibit



discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended ([42 U.S.C. §§ 12101 et seq.](#)), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13.2. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Subrecipient provides the following assurances:

- (a) Subrecipient ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- (b) Subrecipient acknowledges that [federal Executive Order 13166](#), "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Subrecipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.
- (c) Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- (d) Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

- (e) Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and any contractor, subcontractor, successor, transferee, and assignee:

*The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.*

- (f) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- (g) Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Subrecipient shall comply with information requests, on-site compliance review, and reporting requirements.
- (h) Subrecipient must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.
- (i) Subrecipient must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address

the non-compliance, including any voluntary compliance or other agreements between Subrecipient and the administrative agency that makes any such finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide to the State documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, Subrecipient shall so state.

- (j) The United States of America has the right to seek judicial enforcement of the terms of this assurances section 13.2 and nothing in this section 13.2 alters or limits the federal enforcement measures that the United States may take in order to address violations of this section 13.2 or applicable federal law.
- 13.3. Subrecipient agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ [1501–1508](#) and [7324–7326](#)), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 13.4. Subrecipient understands that making false statements or claims in connection with this Subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13.5. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 13.6. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving.
- 13.7. Subrecipient understands and agrees that it is a Non-Federal Entity as defined in 2 CFR 200.1, it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipients must disclose in writing to Treasury or DED/the State, as appropriate, any potential conflict of interest affecting the Program Funds in accordance with 2 CFR 200.112.
- 13.8. Subrecipient must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of this Agreement, and with the provisions in sections 13.1 and 13.2 of this Agreement by other parties in any agreements it enters into with other parties relating to this Subaward.



- 13.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Subaward.
- 13.10. In accordance with [41 U.S.C. § 4712](#), Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the statement above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury;
- (g) A management official or other employee of the State, DED, or the Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient must inform its employees in writing of the rights and remedies provided under this section 13.10, in the predominant native language of the workforce.

#### **14. EFFECTIVE DATE AND TERMINATION**

- 14.1. This Agreement shall become effective upon the last signature after full execution by both Parties.

- 14.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.
- 14.3. Upon termination, sections 1, 2, 3, 4, 11.3, 12, and 15 of this Agreement shall survive and continue in force.

## **15. DEFAULT AND REMEDIES**

- 15.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Payment, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.
  - (a) For the purposes of this section 15.1 of this Agreement, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 15.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
  - (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
  - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
  - (c) The disallowance of costs and the establishment of an accounts receivable;
  - (d) Restricting Subrecipient to receiving Program Funds only through a cost reimbursement method, as described in section 8.4(a) of this Agreement.
  - (e) Wholly or partially suspending or terminating the Subaward and this Agreement;
  - (f) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;
  - (g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
  - (h) Such other remedies as may be legally available.
- 15.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 13.1 of this Agreement.

## 16. STANDARD TERMS

- 16.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.3. **Ongoing Representations.** All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Payment, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.
- 16.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.
- 16.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501 (c) of the Internal Revenue Code of 1986, as amended:
  - (a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501 (c) subrecipient would.
  - (b) Subrecipient understands that this information may include "personal information" as that term is defined in [§ 105.1500 RSMo](#) ("Personal Information"),
  - (c) Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any non-IRC 501 (c) subrecipient would.
  - (d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
  - (e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501 (c) subrecipient, share the records, including Subrecipient's



Application, with contractors and members of any review or advisory committee for the following purposes:

- i. Determining eligibility and qualifications of applicants;
  - ii. Scoring applications;
  - iii. Ranking applications;
  - iv. Reviewing and advising on recommended awards;
  - v. Conducting risk assessments on awarded projects; and
  - vi. Monitoring and conducting closeout on awarded projects.
- (f) Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.
- (g) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 16.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

**16.6. Subrecipient's Vendors, Contractors, and Subcontractors**

- (a) Subrecipient shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> and <https://oa.mo.gov/facilities/project-management/debarred-contractors>).
- (b) Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri by checking the entity on the [Missouri Secretary of State's business entity search](#) or by requiring a copy of a certificate of good standing.

**16.7. Authorized Employees – Federal Law.** Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

**16.8. Authorized Employees – Missouri Law.** Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (c) Subrecipient submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Subrecipient's Application to DED.
- (d) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

- 16.9. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Reimbursement to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.
- 16.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
- (a) Notwithstanding section 16.11 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
  - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 16.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 16.12. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
  - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
  - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
  - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
  - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 16.13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.



- 16.14. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 16.15. **No Assignment.** Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 16.15 will be void.
- 16.16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 16.17. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 16.18. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 16.19. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 16.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.
- 16.21. **Licenses, Permits, and Approvals.** Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 16.22. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 16.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 16.24. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

## 17. ENTIRE AGREEMENT

- 17.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

*[The remainder of this page is intentionally blank. Signature page follows.]*

**Department of Economic Development**

By:

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Maggie Kost, Acting Director

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Date signed**Subrecipient** City of Moberly

By:

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Signature

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Printed Name

---

Printed Title

---

Date signed

## Exhibits

- Exhibit 1      Program Guidelines
- Exhibit 2      Treasury-State Grant Agreement
- Exhibit 3      Program FAQs
- Exhibit 4      Subrecipient's Final Project Budget

## Exhibit 2

OMB Approved No. 1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND

|  |  |
|--|--|
| Recipient name and address:<br>State of Missouri<br>301 W. High St, Room 570<br>Jefferson City, Missouri 65101 | DUNS Number: 073134579<br>Taxpayer Identification Number: 446000987<br>Assistance Listing Number and Title: 21.027 |
|--|--|

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

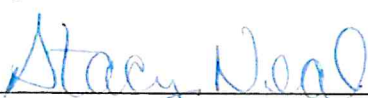
As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

*The following applies only to States:*

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:

  
 \_\_\_\_\_  
 Authorized Representative Signature (above)

Authorized Representative Name: Stacy Neal  
 Authorized Representative Title: Director of Accounting, Office of Administration  
 Date Signed: 7/26/21

U.S. Department of the Treasury:

\_\_\_\_\_  
 Authorized Representative Signature (above)  
 \_\_\_\_\_  
 Authorized Representative Name:  
 \_\_\_\_\_  
 Authorized Representative Title:  
 \_\_\_\_\_  
 Date Signed: \_\_\_\_\_



## PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart 180.112) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

#### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Missouri (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose 588 ing the provision of similar services or benefits. If any



personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Missouri  
 Recipient  
 Stacy Neal  
 Signature of Authorized Official:

7/26/21  
 Date

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#20.

Department: City Clerk

Date: May 15, 2023

**Agenda Item:** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Summary:** Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget :** N/A

### ATTACHMENTS:

|   |   |
|---|---|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes                |
| <input type="checkbox"/> Staff Report       | <input type="checkbox"/> Proposed Ordinance             |
| <input type="checkbox"/> Correspondence     | <input 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\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN APRIL 28, 2023 AND May 11, 2023 IN THE AMOUNT OF \$423,071.39.**

**WHEREAS**, the funds are to be disbursed as follows:

|  |    |            |
|--|----|------------|
| General Fund                           | \$ | 66,927.96  |
| Payroll Fund                           | \$ | 49,920.32  |
| Solid Waste Fund                       | \$ | 7,249.40   |
| Heritage Hills Golf Course Fund        | \$ | 5,059.00   |
| Parks and Recreation Fund              | \$ | 30,325.15  |
| Airport Fund                           | \$ | 1,524.77   |
| Perpetual Care Cemetery Sales Fund     | \$ | 27.00      |
| Veteran Memorial Flag Project Fund     | \$ | 2,044.80   |
| Utilities Collection Fund              | \$ | 3,347.51   |
| Utilities Operating & Maintenance Fund | \$ | 171,826.66 |
| Utilities Operating Reserve Fund       | \$ | 5,869.43   |
| Route JJ Sewer Extension Fund          | \$ | 154.00     |
| Emergency Telephone Fund               | \$ | 2,403.77   |
| Transportation Trust Fund              | \$ | 12,456.08  |
| Street Improvement Fund                | \$ | 4,268.45   |
| Ameren MO Solar Rebates Fund           | \$ | 1,719.49   |
| Solar Systems Settlement Fund          | \$ | 3,910.33   |
| Downtown CID Property Tax Fund         | \$ | 12,050.00  |
| Health Trust Fund                      | \$ | 41,987.27  |
| <b>Total:</b>                          | \$ | 423,071.39 |

**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.

**RESOLVED** the 15th day of May 2023 by the Council of the City Of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri unappropriated in the funds identified in this resolution to meet the requirements of this resolution.

\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

| Check Number | Check Issue Date | Vendor Number | Payee                            | Amount      |
|--------------|------------------|---------------|----------------------------------|-------------|
| 93010        | 05/10/2023       | 98231         | PRO PLUMBING LLC CENTRALIA       | 1,510.00- V |
| 93198        | 05/05/2023       | 10019         | AGEE, CARL W                     | 3,236.40    |
| 93199        | 05/05/2023       | 10027         | AMAZON CAPITAL SERVICES          | 1,128.34    |
| 93200        | 05/05/2023       | 10044         | AT&T 5001                        | 10.70       |
| 93201        | 05/05/2023       | 10044         | AT&T 5001                        | 1,694.62    |
| 93202        | 05/05/2023       | 10080         | BOB'S TIRE LLC                   | 20.00       |
| 93203        | 05/05/2023       | 10095         | BUTLER SUPPLY INC                | 3.84        |
| 93204        | 05/05/2023       | 10098         | CAPITAL ONE                      | 1,089.75    |
| 93205        | 05/05/2023       | 10102         | CARTER-WATERS                    | 1,083.90    |
| 93206        | 05/05/2023       | 10105         | CASON BUILDING MAINTENANCE INC   | 2,960.15    |
| 93207        | 05/05/2023       | 10124         | CONLEY FOREST DO                 | 210.00      |
| 93208        | 05/05/2023       | 10167         | ENGINEERING SURVEYS & SERVICES   | 7,937.40    |
| 93209        | 05/05/2023       | 10179         | FEHLING SMALL ENGINE LLC         | 11.95       |
| 93210        | 05/05/2023       | 10186         | FOUR ACRES NURSERY INC           | 1,240.00    |
| 93211        | 05/05/2023       | 10194         | FUSION TECHNOLOGY LLC            | 39.99       |
| 93212        | 05/05/2023       | 10197         | GALLS LLC                        | 123.49      |
| 93213        | 05/05/2023       | 10206         | GREATLIFE MIDMO LLC              | 3,834.00    |
| 93214        | 05/05/2023       | 10231         | HERITAGE HILLS GOLF COURSE LLC   | 1,260.00    |
| 93215        | 05/05/2023       | 10270         | LAND/CHARITON COUNTY CONCRETE    | 1,248.75    |
| 93216        | 05/05/2023       | 10272         | LATSON, DOROTHY                  | 1,053.85    |
| 93217        | 05/05/2023       | 10275         | LEON UNIFORM COMPANY             | 1,098.00    |
| 93218        | 05/05/2023       | 97079         | LOEBER, JANE                     | 345.80      |
| 93219        | 05/05/2023       | 10289         | MACON ELECTRIC COOPERATIVE       | 42.88       |
| 93220        | 05/05/2023       | 10363         | MOBERLY MOTOR COMPANY            | 1,120.73    |
| 93221        | 05/05/2023       | 10690         | MOCCFOA BROOKE BELL, TREASURER   | 35.00       |
| 93222        | 05/05/2023       | 10384         | O'REILLY AUTOMOTIVE STORES INC   | 525.10      |
| 93223        | 05/05/2023       | 10398         | PEST PRO SOLUTIONS INC           | 100.00      |
| 93224        | 05/05/2023       | 10401         | PLUMB SUPPLY COMPANY-MOBERLY     | 29.94       |
| 93225        | 05/05/2023       | 10412         | Q SECURITY SOLUTIONS LLC         | 223.00      |
| 93226        | 05/05/2023       | 98317         | RANDOLPH COUNTY CIRCUIT CLERK    | 154.00      |
| 93227        | 05/05/2023       | 10433         | RICKETTS FARM SERVICE INC        | 1,050.00    |
| 93228        | 05/05/2023       | 98514         | ROAD RUNNER LOW VOLTAGE          | 683.50      |
| 93229        | 05/05/2023       | 10689         | SAM GRAVES OFFICE SUPPLY ACCOUNT | 990.95      |
| 93230        | 05/05/2023       | 10459         | SCHULTE SUPPLY INC               | 2,565.60    |
| 93231        | 05/05/2023       | 10471         | SIRCHIE ACQUISITION CO LLC.      | 503.44      |
| 93232        | 05/05/2023       | 10485         | STAPLES                          | 373.08      |
| 93233        | 05/05/2023       | 10501         | THOMAS HILL PUBLIC WATER SUPPLY  | 78.11       |
| 93234        | 05/05/2023       | 10607         | T-MOBILE                         | 1,533.30    |
| 93235        | 05/05/2023       | 10508         | TOWN & COUNTRY ABSTRACT CO       | 103.00      |
| 93236        | 05/05/2023       | 10514         | TURFMARK SERVICES LLC            | 3,500.00    |
| 93237        | 05/05/2023       | 10519         | UNIFIRST CORPORATION             | 233.30      |
| 93238        | 05/05/2023       | 10520         | UNITED FIRST AID & SAFETY LLC    | 86.28       |
| 93239        | 05/05/2023       | 10525         | UNITED WAY                       | 1,171.95    |
| 93240        | 05/05/2023       | 10527         | US CELLULAR                      | 458.00      |
| 93241        | 05/05/2023       | 10529         | USA BLUE BOOK                    | 3,537.36    |
| 93242        | 05/05/2023       | 10533         | VALIC                            | 1,015.00    |
| 93243        | 05/05/2023       | 10680         | VEOLIA WATER TECHNOLOGIES        | 1,811.40    |
| 93244        | 05/05/2023       | 99809         | WIEDEMAN, DAVID                  | 11,286.00   |
| 93245        | 05/05/2023       | 10573         | WOOGEDY LLC                      | 314.00      |
| 93246        | 05/05/2023       | 10580         | ZURCHER TIRE INC                 | 556.00      |
| 93247        | 05/11/2023       | 10000         | 2RY ENTERPRISE LLC               | 1,835.00    |
| 93248        | 05/11/2023       | 10011         | A-1 RENTAL NORTH                 | 600.51      |
| 93249        | 05/11/2023       | 10012         | AARONS TINTING SERVICES          | 4,550.00    |



| Check Number | Check Issue Date | Vendor Number | Payee                                  | Amount    |
|--------------|------------------|---------------|--|-----------|
| 93250        | 05/11/2023       | 93980         | ADVANCED ERGONOMIC CONCEPT INC         | 1,196.00  |
| 93251        | 05/11/2023       | 10019         | AGEE, CARL W                           | 2,347.28  |
| 93252        | 05/11/2023       | 10026         | ALTORFER INC                           | 6.80      |
| 93253        | 05/11/2023       | 10027         | AMAZON CAPITAL SERVICES                | 974.23    |
| 93254        | 05/11/2023       | 10028         | AMEREN MISSOURI                        | 20.04     |
| 93255        | 05/11/2023       | 10028         | AMEREN MISSOURI                        | 75.22     |
| 93256        | 05/11/2023       | 10034         | ARAMARK UNIFORM SERVICES               | 939.10    |
| 93257        | 05/11/2023       | 10036         | ARISTA INFORMATION SYSTEMS INC         | 6,917.89  |
| 93258        | 05/11/2023       | 10055         | B & D LOCK & KEY                       | 78.00     |
| 93259        | 05/11/2023       | 10056         | BACKGROUND INVESTIGATION BUREAU LLC    | 89.80     |
| 93260        | 05/11/2023       | 10076         | BMI                                    | 421.00    |
| 93261        | 05/11/2023       | 94468         | BOTKINS TRUCKING LLC                   | 1,115.37  |
| 93262        | 05/11/2023       | 94593         | BROWNFIELD OIL CO INC                  | 190.00    |
| 93263        | 05/11/2023       | 10691         | BRUCE, MATTHEW                         | 10,000.00 |
| 93264        | 05/11/2023       | 94601         | BRUNDAGE ENVIRONMENTAL                 | 775.00    |
| 93265        | 05/11/2023       | 10121         | COE EQUIPMENT                          | 684.34    |
| 93266        | 05/11/2023       | 10124         | CONLEY FOREST DO                       | 225.00    |
| 93267        | 05/11/2023       | 10125         | CONTROLLED AIRE LLC                    | 239.56    |
| 93268        | 05/11/2023       | 10127         | CORE & MAIN LP                         | 16,857.88 |
| 93269        | 05/11/2023       | 10135         | CULLIGAN WATER CONDITIONING            | 32.44     |
| 93270        | 05/11/2023       | 10138         | CUNNINGHAM VOGEL & ROST PC             | 4,319.59  |
| 93271        | 05/11/2023       | 10144         | DASH MEDICAL GLOVES INC                | 434.50    |
| 93272        | 05/11/2023       | 95349         | DISCOUNT AUTO GLASS AND MUFFLER        | 2,708.49  |
| 93273        | 05/11/2023       | 10155         | DMC CONCRETE CONSTRUCTION              | 13,413.60 |
| 93274        | 05/11/2023       | 10687         | DYSART LANDSCAPING LLC                 | 449.00    |
| 93275        | 05/11/2023       | 10162         | ELEVATE EQUIPMENT & CONCRETE           | 300.99    |
| 93276        | 05/11/2023       | 10174         | EVOQUA WATER TECHNOLOGIES LLC          | 9,955.12  |
| 93277        | 05/11/2023       | 10176         | FASTENAL COMPANY                       | 166.77    |
| 93278        | 05/11/2023       | 10599         | FLETCHERS EXCAVATING LLC               | 1,075.00  |
| 93279        | 05/11/2023       | 10192         | FROG FURNISHINGS                       | 1,250.46  |
| 93280        | 05/11/2023       | 10194         | FUSION TECHNOLOGY LLC                  | 2,649.00  |
| 93281        | 05/11/2023       | 10197         | GALLS LLC                              | 552.18    |
| 93282        | 05/11/2023       | 10207         | GREEN HILLS VETERINARY CLINIC LLC      | 2,262.22  |
| 93283        | 05/11/2023       | 10210         | GULF STATES DISTRIBUTORS               | 415.00    |
| 93284        | 05/11/2023       | 10223         | HAWKINS INC                            | 7,709.93  |
| 93285        | 05/11/2023       | 10244         | HYDRO KINETICS                         | 962.00    |
| 93286        | 05/11/2023       | 10247         | IIMC                                   | 165.00    |
| 93287        | 05/11/2023       | 10249         | INOVATIA LABORATORIES LLC              | 565.90    |
| 93288        | 05/11/2023       | 10270         | LAND/CHARITON COUNTY CONCRETE          | 1,248.75  |
| 93289        | 05/11/2023       | 10273         | LAUBER MUNICIPAL LAW LLC               | 1,532.74  |
| 93290        | 05/11/2023       | 10274         | LEES LAWN CARE & EQUIPMENT LLC         | 1,001.38  |
| 93291        | 05/11/2023       | 10275         | LEON UNIFORM COMPANY                   | 1,216.49  |
| 93292        | 05/11/2023       | 10280         | LOWES HOME CENTERS LLC                 | 1,130.95  |
| 93293        | 05/11/2023       | 10294         | MARTECK                                | 176.00    |
| 93294        | 05/11/2023       | 10295         | MARTIN ENERGY GROUP SERVICES LLC       | 869.10    |
| 93295        | 05/11/2023       | 10301         | MATHESON TRI GAS INC                   | 208.65    |
| 93296        | 05/11/2023       | 10315         | MFA INCORPORATED                       | 370.80    |
| 93297        | 05/11/2023       | 97477         | MIDLAND, PAPER                         | 374.80    |
| 93298        | 05/11/2023       | 10350         | MISSOURI WATER & WASTEWATER CONFERENCE | 105.00    |
| 93299        | 05/11/2023       | 10355         | MO ONE CALL SYSTEM INC                 | 253.80    |
| 93300        | 05/11/2023       | 10357         | MOBERLY AREA CHAMBER OF COMMERCE       | 139.00    |
| 93301        | 05/11/2023       | 10361         | MOBERLY LUMBER INC                     | 710.41    |
| 93302        | 05/11/2023       | 10362         | MOBERLY MONITOR INDEX                  | 980.00    |
| 93303        | 05/11/2023       | 10363         | MOBERLY MOTOR COMPANY                  | 60.54     |
| 93304        | 05/11/2023       | 10374         | NAPA AUTO PARTS OF MOBERLY             | 474.99    |
| 93305        | 05/11/2023       | 10383         | ONMEDIA-COLUMBIA                       | 728.00    |
| 93306        | 05/11/2023       | 10389         | PALMATORY'S                            | 391.28    |



| Check Number  | Check Issue Date | Vendor Number | Payee                              | Amount      |
|---------------|------------------|---------------|------------------------------------|-------------|
| 93307         | 05/11/2023       | 10395         | PEPSI-COLA                         | 2,170.46    |
| 93308         | 05/11/2023       | 10398         | PEST PRO SOLUTIONS INC             | 125.00      |
| 93309         | 05/11/2023       | 10399         | PETTY CASH                         | 110.00      |
| 93310         | 05/11/2023       | 10401         | PLUMB SUPPLY COMPANY-MOBERLY       | 158.52      |
| 93311         | 05/11/2023       | 10410         | PRO PUMPING & HYDROJETTING LLC     | 6,091.00    |
| 93312         | 05/11/2023       | 10416         | R P LUMBER COMPANY INC             | 931.83      |
| 93313         | 05/11/2023       | 10418         | RANDOLPH AREA YMCA                 | 2,097.50    |
| 93314         | 05/11/2023       | 10424         | RANDOLPH COUNTY RECORDER           | 27.00       |
| 93315         | 05/11/2023       | 10426         | REBARCO LLC                        | 1,225.00    |
| 93316         | 05/11/2023       | 10444         | SAFE PASSAGE                       | 84.00       |
| 93317         | 05/11/2023       | 10459         | SCHULTE SUPPLY INC                 | 80.39       |
| 93318         | 05/11/2023       | 10469         | SHERWOODS SIGNS LLC                | 37.50       |
| 93319         | 05/11/2023       | 10473         | SJ ELECTRO SYSTEMS INC             | 498.00      |
| 93320         | 05/11/2023       | 10476         | SOCKET                             | 2,654.70    |
| 93321         | 05/11/2023       | 10485         | STAPLES                            | 1,424.90    |
| 93322         | 05/11/2023       | 10486         | STARGUARD ELITE LLC                | 850.00      |
| 93323         | 05/11/2023       | 10490         | SUMNER ONE                         | 605.74      |
| 93324         | 05/11/2023       | 10493         | SWALLOW TROPHY & ENGRAVING         | 72.00       |
| 93325         | 05/11/2023       | 10499         | THE TECH SHOP                      | 2,930.00    |
| 93326         | 05/11/2023       | 10503         | THOMSON REUTERS-WEST               | 53.00       |
| 93327         | 05/11/2023       | 10519         | UNIFIRST CORPORATION               | 115.48      |
| 93328         | 05/11/2023       | 10520         | UNITED FIRST AID & SAFETY LLC      | 73.54       |
| 93329         | 05/11/2023       | 10533         | VALIC                              | 1,065.00    |
| 93330         | 05/11/2023       | 99731         | WEIDENAAR, RANDAL                  | 1,050.00    |
| 93331         | 05/11/2023       | 10558         | WETMORE, SCOTT                     | 1,060.00    |
| 93332         | 05/11/2023       | 99809         | WIEDEMAN, DAVID                    | 8,322.00    |
| 93333         | 05/11/2023       | 99819         | WILBERT MEMORIALS/MOBERLY MONUMENT | 545.00      |
| 93334         | 05/11/2023       | 10565         | WILLIS BROS INC                    | 60,265.36   |
| 93335         | 05/11/2023       | 10566         | WILLIS, MARK                       | 45,230.00   |
| 93336         | 05/11/2023       | 10573         | WOOGEDY LLC                        | 941.92      |
| 93337         | 05/11/2023       | 10644         | WSKF ARCHITECTS                    | 560.00      |
| 93338         | 05/11/2023       | 10578         | ZAMKUS AND ASSOCIATES LLC          | 1,000.00    |
| 20230502      | 05/03/2023       | 10335         | MISSOURI DEPARTMENT OF REVENUE 840 | 3,347.51 M  |
| 202302287     | 05/05/2023       | 10336         | MISSOURI LAGERS                    | 45,921.87   |
| 202302288     | 05/05/2023       | 10365         | MOBERLY SOLAR LLC                  | 15,660.16   |
| 202305041     | 05/04/2023       | 10100         | CAPITAL RX INC                     | 424.50 M    |
| 202305042     | 05/04/2023       | 10518         | UMR                                | 32,335.09 M |
| 202305043     | 05/04/2023       | 10518         | UMR                                | 6,307.60 M  |
| 202305044     | 05/04/2023       | 10518         | UMR                                | 442.20 M    |
| 202305045     | 05/04/2023       | 10373         | MUTUAL OF OMAHA                    | 2,477.88 M  |
| Grand Totals: |                  |               |                                    | 423,071.39  |

## Summary by General Ledger Account Number

| GL Account   | Debit    | Credit     | Proof      |
|--------------|----------|------------|------------|
| 100.000.1601 | 198.60   | .00        | 198.60     |
| 100.000.1602 | 194.60   | .00        | 194.60     |
| 100.000.2000 | 75.73    | 67,003.69- | 66,927.96- |
| 100.000.2305 | 2,262.22 | .00        | 2,262.22   |
| 100.001.5200 | 88.72    | .00        | 88.72      |
| 100.001.5211 | 35.97    | .00        | 35.97      |
| 100.001.5403 | 607.73   | .00        | 607.73     |
| 100.002.5200 | 19.88    | .00        | 19.88      |

| GL Account   | Debit     | Credit | Proof     |
|--------------|-----------|--------|-----------|
| 100.002.5211 | 35.97     | .00    | 35.97     |
| 100.002.5212 | 115.00    | .00    | 115.00    |
| 100.002.5404 | 206.00    | .00    | 206.00    |
| 100.003.5200 | 88.74     | .00    | 88.74     |
| 100.003.5211 | 36.41     | .00    | 36.41     |
| 100.003.5404 | 1,260.00  | .00    | 1,260.00  |
| 100.003.5406 | 1,000.00  | .00    | 1,000.00  |
| 100.004.5404 | 53.00     | .00    | 53.00     |
| 100.004.5700 | 5,852.33  | .00    | 5,852.33  |
| 100.005.5200 | 88.74     | .00    | 88.74     |
| 100.005.5211 | 143.88    | .00    | 143.88    |
| 100.005.5212 | 100.00    | .00    | 100.00    |
| 100.005.5311 | 102.90    | .00    | 102.90    |
| 100.005.5418 | 12,274.00 | .00    | 12,274.00 |
| 100.005.5806 | 112.00    | .00    | 112.00    |
| 100.006.5200 | 118.99    | .00    | 118.99    |
| 100.006.5201 | 10.58     | .00    | 10.58     |
| 100.006.5211 | 35.97     | .00    | 35.97     |
| 100.007.5107 | 2,562.68  | .00    | 2,562.68  |
| 100.007.5200 | 1,687.93  | .00    | 1,687.93  |
| 100.007.5201 | 608.06    | 69.99- | 538.07    |
| 100.007.5202 | 176.00    | .00    | 176.00    |
| 100.007.5208 | 239.22    | .00    | 239.22    |
| 100.007.5209 | 15.48     | .00    | 15.48     |
| 100.007.5211 | 233.00    | .00    | 233.00    |
| 100.007.5217 | 433.88    | .00    | 433.88    |
| 100.007.5220 | 415.00    | .00    | 415.00    |
| 100.007.5300 | 1,036.11  | .00    | 1,036.11  |
| 100.007.5308 | 3,577.57  | .00    | 3,577.57  |
| 100.007.5311 | 1,630.55  | .00    | 1,630.55  |
| 100.007.5403 | 3,329.02  | .00    | 3,329.02  |
| 100.007.5502 | 4,000.00  | .00    | 4,000.00  |
| 100.008.5107 | 621.47    | .00    | 621.47    |
| 100.008.5200 | 81.03     | .00    | 81.03     |
| 100.008.5204 | 194.20    | .00    | 194.20    |
| 100.008.5205 | 53.97     | .00    | 53.97     |
| 100.008.5211 | 312.92    | .00    | 312.92    |
| 100.008.5308 | 22.23     | .00    | 22.23     |
| 100.008.5309 | 464.02    | .00    | 464.02    |
| 100.008.5311 | 434.55    | .00    | 434.55    |
| 100.008.5406 | 560.00    | .00    | 560.00    |
| 100.008.5806 | 14.50     | .00    | 14.50     |
| 100.009.5200 | 571.01    | .00    | 571.01    |
| 100.009.5211 | 268.67    | .00    | 268.67    |
| 100.009.5217 | 36.65     | .00    | 36.65     |
| 100.009.5309 | 116.45    | .00    | 116.45    |
| 100.009.5310 | 99.24     | .00    | 99.24     |
| 100.009.5311 | 348.83    | .00    | 348.83    |
| 100.009.5406 | 100.00    | .00    | 100.00    |
| 100.010.5211 | 75.03     | .00    | 75.03     |
| 100.010.5305 | 128.00    | .00    | 128.00    |
| 100.010.5311 | 22.95     | 5.74-  | 17.21     |
| 100.010.5406 | 1,075.00  | .00    | 1,075.00  |
| 100.011.5204 | 282.15    | .00    | 282.15    |
| 100.011.5406 | 2,288.70  | .00    | 2,288.70  |
| 100.012.5211 | 35.97     | .00    | 35.97     |
| 100.013.5211 | 1,001.64  | .00    | 1,001.64  |

| GL Account   | Debit     | Credit     | Proof      |
|--------------|-----------|------------|------------|
| 100.013.5308 | 26.00     | .00        | 26.00      |
| 100.013.5500 | 2,651.27  | .00        | 2,651.27   |
| 100.013.5806 | 1,467.00  | .00        | 1,467.00   |
| 100.014.5209 | 95.26     | .00        | 95.26      |
| 100.017.5300 | 8,322.00  | .00        | 8,322.00   |
| 100.020.5204 | 71.25     | .00        | 71.25      |
| 100.020.5406 | 175.00    | .00        | 175.00     |
| 105.000.2000 | .00       | 49,920.32- | 49,920.32- |
| 105.000.2603 | 3,998.45  | .00        | 3,998.45   |
| 105.000.5102 | 45,921.87 | .00        | 45,921.87  |
| 110.000.2000 | .00       | 7,249.40-  | 7,249.40-  |
| 110.033.5417 | 7,249.40  | .00        | 7,249.40   |
| 114.000.2000 | .00       | 5,059.00-  | 5,059.00-  |
| 114.000.5406 | 3,834.00  | .00        | 3,834.00   |
| 114.000.5502 | 1,225.00  | .00        | 1,225.00   |
| 115.000.2000 | 73.89     | 30,399.04- | 30,325.15- |
| 115.040.5200 | 179.78    | .00        | 179.78     |
| 115.040.5204 | 385.52    | .00        | 385.52     |
| 115.040.5206 | 35.00     | .00        | 35.00      |
| 115.040.5211 | 75.03     | .00        | 75.03      |
| 115.040.5406 | 125.00    | .00        | 125.00     |
| 115.041.5200 | 844.43    | .00        | 844.43     |
| 115.041.5204 | 793.12    | .00        | 793.12     |
| 115.041.5207 | 500.00    | .00        | 500.00     |
| 115.041.5211 | 111.00    | .00        | 111.00     |
| 115.041.5300 | 38.80     | .00        | 38.80      |
| 115.041.5302 | 1,115.37  | .00        | 1,115.37   |
| 115.041.5305 | 3,377.46  | .00        | 3,377.46   |
| 115.041.5309 | 1,181.27  | .00        | 1,181.27   |
| 115.041.5311 | 99.74     | .00        | 99.74      |
| 115.041.5406 | 1,696.00  | .00        | 1,696.00   |
| 115.042.5200 | 142.49    | .00        | 142.49     |
| 115.042.5204 | 172.81    | .00        | 172.81     |
| 115.042.5211 | 39.06     | .00        | 39.06      |
| 115.042.5300 | 809.13    | 2.00-      | 807.13     |
| 115.042.5305 | 62.00     | .00        | 62.00      |
| 115.042.5402 | 850.00    | .00        | 850.00     |
| 115.042.5406 | 91.00     | .00        | 91.00      |
| 115.043.5214 | 317.12    | 36.34-     | 280.78     |
| 115.044.5200 | 412.22    | .00        | 412.22     |
| 115.044.5201 | 6.50      | .00        | 6.50       |
| 115.044.5204 | 106.32    | .00        | 106.32     |
| 115.044.5211 | 71.94     | .00        | 71.94      |
| 115.044.5212 | 1,393.92  | .00        | 1,393.92   |
| 115.044.5403 | 2,649.00  | .00        | 2,649.00   |
| 115.044.5406 | 526.00    | .00        | 526.00     |
| 115.044.5500 | 1,509.64  | .00        | 1,509.64   |
| 115.045.5200 | 362.00    | .00        | 362.00     |
| 115.045.5204 | 87.59     | .00        | 87.59      |
| 115.045.5215 | 2,170.46  | .00        | 2,170.46   |
| 115.048.5204 | .00       | 35.55-     | 35.55-     |
| 115.048.5207 | 1,710.00  | .00        | 1,710.00   |
| 115.048.5211 | 124.99    | .00        | 124.99     |
| 115.048.5300 | 1,444.79  | .00        | 1,444.79   |
| 115.048.5305 | 3,074.00  | .00        | 3,074.00   |
| 115.048.5311 | 212.74    | .00        | 212.74     |
| 115.048.5406 | 1,495.80  | .00        | 1,495.80   |

| GL Account   | Debit     | Credit      | Proof       |
|--------------|-----------|-------------|-------------|
| 120.000.2000 | .00       | 1,524.77-   | 1,524.77-   |
| 120.000.5200 | 16.03     | .00         | 16.03       |
| 120.000.5204 | 75.39     | .00         | 75.39       |
| 120.000.5211 | 169.20    | .00         | 169.20      |
| 120.000.5212 | 75.00     | .00         | 75.00       |
| 120.000.5300 | 501.15    | .00         | 501.15      |
| 120.000.5417 | 688.00    | .00         | 688.00      |
| 125.000.2000 | .00       | 27.00-      | 27.00-      |
| 125.000.4814 | 27.00     | .00         | 27.00       |
| 140.000.2000 | .00       | 2,044.80-   | 2,044.80-   |
| 140.000.5200 | 2,044.80  | .00         | 2,044.80    |
| 300.000.2000 | .00       | 3,347.51-   | 3,347.51-   |
| 300.000.2100 | 3,347.51  | .00         | 3,347.51    |
| 301.000.2000 | 1,513.70  | 173,340.36- | 171,826.66- |
| 301.110.5200 | 64.52     | .00         | 64.52       |
| 301.110.5201 | 117.40    | .00         | 117.40      |
| 301.110.5211 | 127.88    | .00         | 127.88      |
| 301.110.5212 | 90.00     | .00         | 90.00       |
| 301.110.5308 | 46.50     | .00         | 46.50       |
| 301.110.5700 | 841.00    | .00         | 841.00      |
| 301.110.5810 | 699.00    | .00         | 699.00      |
| 301.112.5200 | 6.30      | .00         | 6.30        |
| 301.112.5202 | 6,814.04  | .00         | 6,814.04    |
| 301.112.5203 | 103.85    | .00         | 103.85      |
| 301.112.5204 | 109.22    | .00         | 109.22      |
| 301.112.5211 | 207.63    | .00         | 207.63      |
| 301.112.5213 | 6,815.59  | .00         | 6,815.59    |
| 301.112.5310 | 715.09    | .00         | 715.09      |
| 301.112.5311 | 47.00     | .00         | 47.00       |
| 301.112.5313 | 15,120.94 | .00         | 15,120.94   |
| 301.112.5314 | 23.30     | .00         | 23.30       |
| 301.112.5406 | 423.80    | .00         | 423.80      |
| 301.112.5412 | 60,265.36 | .00         | 60,265.36   |
| 301.112.5413 | 32,630.00 | .00         | 32,630.00   |
| 301.113.5206 | 189.82    | .00         | 189.82      |
| 301.113.5207 | 7,709.93  | .00         | 7,709.93    |
| 301.113.5211 | 135.42    | .00         | 135.42      |
| 301.113.5216 | 3,537.36  | .00         | 3,537.36    |
| 301.113.5300 | 265.95    | .00         | 265.95      |
| 301.113.5309 | 579.97    | .00         | 579.97      |
| 301.113.5311 | 962.00    | .00         | 962.00      |
| 301.113.5316 | 432.87    | .00         | 432.87      |
| 301.113.5404 | 70.00     | .00         | 70.00       |
| 301.113.5406 | 498.00    | .00         | 498.00      |
| 301.114.5200 | 78.00     | .00         | 78.00       |
| 301.114.5201 | 51.89     | .00         | 51.89       |
| 301.114.5204 | 14.22     | .00         | 14.22       |
| 301.114.5206 | 30.00     | .00         | 30.00       |
| 301.114.5207 | 9,955.12  | .00         | 9,955.12    |
| 301.114.5209 | 62.63     | .00         | 62.63       |
| 301.114.5211 | 234.98    | .00         | 234.98      |
| 301.114.5217 | 73.54     | .00         | 73.54       |
| 301.114.5303 | 3,411.40  | .00         | 3,411.40    |
| 301.114.5304 | 6,091.00  | 1,510.00-   | 4,581.00    |
| 301.114.5404 | 35.00     | .00         | 35.00       |
| 301.114.5406 | 85.00     | .00         | 85.00       |
| 301.114.5417 | 565.90    | .00         | 565.90      |

| GL Account    | Debit      | Credit      | Proof      |
|---------------|------------|-------------|------------|
| 301.114.5502  | 11,000.00  | .00         | 11,000.00  |
| 301.115.5211  | 35.97      | .00         | 35.97      |
| 301.115.5300  | 1,835.00   | .00         | 1,835.00   |
| 301.115.5311  | 21.07      | 3.70-       | 17.37      |
| 301.115.5816  | 109.90     | .00         | 109.90     |
| 303.000.2000  | .00        | 5,869.43-   | 5,869.43-  |
| 303.000.5500  | 5,869.43   | .00         | 5,869.43   |
| 314.000.2000  | .00        | 154.00-     | 154.00-    |
| 314.188.5408  | 154.00     | .00         | 154.00     |
| 400.000.2000  | .00        | 2,403.77-   | 2,403.77-  |
| 400.000.5211  | 2,403.77   | .00         | 2,403.77   |
| 600.000.2000  | .00        | 12,456.08-  | 12,456.08- |
| 600.143.5502  | 12,456.08  | .00         | 12,456.08  |
| 601.000.2000  | 2.28       | 4,270.73-   | 4,268.45-  |
| 601.000.5302  | 4,270.73   | 2.28-       | 4,268.45   |
| 903.000.2000  | .00        | 1,719.49-   | 1,719.49-  |
| 903.000.5500  | 1,719.49   | .00         | 1,719.49   |
| 906.000.2000  | .00        | 3,910.33-   | 3,910.33-  |
| 906.000.5500  | 3,910.33   | .00         | 3,910.33   |
| 912.000.2000  | .00        | 12,050.00-  | 12,050.00- |
| 912.000.5419  | 11,050.00  | .00         | 11,050.00  |
| 912.000.5502  | 1,000.00   | .00         | 1,000.00   |
| 995.000.2000  | .00        | 41,987.27-  | 41,987.27- |
| 995.000.5406  | 424.50     | .00         | 424.50     |
| 995.000.5852  | 32,335.09  | .00         | 32,335.09  |
| 995.000.5853  | 2,477.88   | .00         | 2,477.88   |
| 995.000.5854  | 6,307.60   | .00         | 6,307.60   |
| 995.000.5855  | 442.20     | .00         | 442.20     |
| Grand Totals: | 426,402.59 | 426,402.59- | .00        |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_



| GL Account | Debit | Credit | Proof |
|------------|-------|--------|-------|
|------------|-------|--------|-------|

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

# City of Moberly

## City Council Agenda Summary

Agenda Number: #21.

Department: City Manager

Date: May 15, 2023

**Agenda Item:** Department Head Monthly Reports

**Summary:** Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month April.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Lucas**      \_\_\_      \_\_\_

Passed      Failed

# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#21.

April 2023

## A. PROJECTS

### Community Development

#### Grants/Funding

**Industrial Site Grant (ISG) & Gov. Cost Share (GCS)** - We were successful in achieving selection for the ISG. If it wasn't for this, we would have struggled to be able to use the award of the GCS as it required a match of nearly \$900K. The ISG is an aware of \$1.085M and requires a 50/50 match. We will use the \$555K from the GCS along with the donation of land from Moberly Holding Company valued at \$530K to meet the match requirements. This will give us over \$1.64M of funding to use toward the design and construction of McKeown Extension, Fowler extension and stub for future extension of Robertson Rd off of McKeown, with \$0 out of pocket cost by the City.

**TEAP Study**- The TEAP report came in. The study area includes the future extensions and intersections of McKeown, Fowler, and Robertson Roads. The study area is bounded by McKeown Road on the north, N Buchanan Street on the west, W Fowler Road on the south, and Business 63 on the East.

**S. Morley Center Turn Lane** - The contract for Bartlett & West to start on the engineering design was approved by council and has been sent to Modot and we are waiting on Notice to Proceed.

**BEAP** – With this completed, we will utilize this to start submitting applications for the BRO bridge funds for Fisk Ave. culvert. This will be a multi-year process as the next two years of funding has already been scheduled among the County representative committee. Hopefully we can get worked in for year three.

**TAP – N. Morley** - Not approved, but application was well liked. We will modify based on comments and resubmit it in the next funding round.

**Wayfinding signage** – Following a recent public meeting where stakeholders had the opportunity to review example signage, locations, purpose, they were able to make recommendations and provide input to the project. Our consultant Arcturis as submitted updated designs and proposed location for review. There are two design formats with a map of the community with recommended placement. We will need to review among staff and boards to make some determinations to send back to Arcturis to start focusing in on a finished design and location.

**E. Rollins TAP grant** – Bartlett & West will be in town May 18th to complete an initial walk-thru and discuss what we are wanting to achieve and what we can include as options, based on how the final bids come out. They will have to revise some of their survey points as the Modot project extended into some of the areas we were planning to improve.

**ARPA Stormwater** - I have been told that B&W/Barr are close to getting us a submission for the proposed scope of work for this project. The final design or what we end up doing out there is still very much in the air. Much will depend on how much flexibility we are given with the funding. I look forward to determining our options.

**ARPA Projects** - We are waiting for a meeting and getting a formal agreement in place for this project. We will have to complete RFQ's & RFP's for Consultant Administrators. I am hopeful we will see the paperwork on this soon so we can get started.

**East Park School** - I am on the East Park School discussion committee. As some of you know, the group motioned to ask the school board to advertise for proposals for the site to include everything from reusing the existing building to tearing it down with a reuse for the property. The school board discussed and in a 4-3 vote decided to proceed with the tear down and advertise the property for sale. While there will be some mixed emotions on this, its likely the best long term solution for the City where the building like other school structures doesn't fall back in the City's lap after years of minimal maintenance.

**Staffing** – We are happy to have the PIO/Social Media position filled, but am disappointed to say that David Moran, Code Enforcement/Building Inspector has given notice. He has accepted another position and will be leaving first of July. He has done a good job for us and was progressing well. We have published an advertisement for his position and will work to fill it soon as we are in the middle of busy season for this department with property maintenance and construction.

### **Public Works**

**Waste Management** – I have had good conversation with Waste Management site manager about our streets, weight of the trucks and he is making efforts as to where the trucks stop, out from the edge of the roads and dumping more frequently to limit weight better. We will continue to monitor the trucks and where they are stopping as we are going to have extensive repair costs to correct the existing damage around town. This is but one example of a street in Meadowbrook where curb & gutter is pushed up nearly out of the ground, other have been.



**W. Urbandale Lighting project** - Ameren has been paid in advance for the lighting along the section of trail on W. Urbandale and are set to install the lights in mid-May. We are shooting for a dedication in early June. We hope to work with Larry Schnell to have the trail in this area repaired for the event where they are installing new sanitary sewer line as part of The Fall's Development.

**Urbandale Pillars** - The relocation fund has a little over \$12,000 in it at this point, and with that Brian wanted to try and get started. We may give donations a little more time before breaking ground, but this is a good time of year to start and try to get them moved. Hopefully we can get the pads installed at this time.

**Glass Recycling Bunker** - The low and only bidder on this project is very busy with other pending projects. He will be tied up for a few weeks, but we are scheduling it soon.

#21.

**Infill Housing Development** – We are seeing a surge in in-fill development. With housing prices high and interest rates climbing, there is much more desire to construct rental property. We have the 8 unit development as well as several other lots signed up. Tony Stuart Custom Homes, JMD Development, Haynes, Knox and other. We hope to see this trend continue. We have more lot agreement coming to council at the upcoming meeting.

**Demolition & Property Maintenance** – 425 E. Rollins is nearly completed, contractor will be moving to 125 S. 5th following and the owner of 1635 S. Morley is working on the clean up of that property. Based on the climbing cost of these demos, we are looking at our in-house options for taking some of these down. We can probably handle some of the single story houses with our track loader, but due to staffing, hauling, we likely won't have much time, but an occasional fill in might help keep things moving.



### **Airport**

We have another lease in place for an 80 x 80 hangar. This will increase ground lease funds and the owners anticipate having 5 more aircraft based here as soon as its completed. They intend to do flight training, club planes, fractional ownership, inspections, AP service and they are working to have this type of service at multiple airports and have Moberly as a home base. They hope to have 40 aircraft by the end of next year. If things go well they could have another hangar or two at our facility in the near future. While the ground lease a is a part of this, the fuel sales from operation could be significant. They intend to have people training, traveling through, leasing aircraft and traveling mechanics all which would potentially require overnight stays. They were asking about the requirements for building overnight accommodations in one or more of their hangars. I informed them of our plans to have overnight accommodations in the South side of our terminal building and they thought that would be a great fit for them. I am looking forward to getting the renovations bid out and started soon.

### **Cemetery Department**



Kathy Conley is making good progress on getting old data into an electronic format. Much of the old information is handwritten and very poor handwriting. We will have to do extensive footwork to put eyes on headstones to confirm names and locations and finish this process.

We will be requesting some additional surveying in the upcoming budget to add more survey pins and markers so that staff can better measure out and identify locations. Several of the sections don't have good markers and staff are having to pull measurements off distant locations which makes it difficult to layout burial sites, especially for people filling in when primary staff is on vacation. We also need to layout a plat for the area we cleared with the GPR which should add a couple hundred burial lots.

There was zero (0) grave lot sold; six (6) graves opened; and Five (5) monument permits sold during the month of April.

## **B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly held a meeting April 24, 2023.

1. Notice of Public Hearing for a site plan application submitted by Devin Snodgrass on behalf of Nichols Ross to build a CDL Training Facility at 110 W Carpenter St.
2. Notice of Public Hearing for preliminary plat submitted by Nate Kohl on behalf of 3 Brothers Construction to re-plat for a new planned development subdivision in the 400 Block of N 4<sup>th</sup> St and N 5<sup>th</sup> St.

## **C. Code Enforcement**

### **Month of April: Mark**

- 56 Inspection and reinspection's
- Drove checking on violations
- Sent out letters on violations

### **Month of April: David**

- |  |     |
|--|-----|
| • Planning & Zoning  | 5%. |
| • Commercial Inspections                                     | 10% |
| • Residential New Construction Inspections                   | 20% |
| • Residential Remodel Inspections                            | 50% |
| • Office File System Organized                               | 0%  |
| • Letters of City Violations                                 | 15% |
| • Calling and answering residents on complaints              | 5%  |
| • Discussing Codes with Contractors & Residents that come in | 5%  |

### **Month of April: Aaron**

- |   |     |
|---|-----|
| • Planning & Zoning                           | 5%. |
| • Building Inspections & Review of Plans      | 30% |
| • Historic Preservation Reviews & information | 5%  |
| • New Code Review information                 | 10% |
| • Nuisance complaints                         | 50% |

## City of Moberly - Street Department

Apr-23

## MAINTENANCE FACILITY

|                                       | Hours | O/T | Loads | Tons | Cost   |
|---------------------------------------|-------|-----|-------|------|--------|
| Compost Mixing                        | 0     | 0   | 0     | 0    | \$0.00 |
| Load Compost, Millings, & Mulch       | 16    | 0   | 219   | 0    | \$0.00 |
| Sand, Salt, & Geomelt Mixing          | 0     | 0   | 0     | 0    | \$0.00 |
| Tub Grinder Operation                 | 28    | 0   | 0     | 0    | \$0.00 |
| Winter Weather Equipment Preparations | 0     | 0   | 0     | 0    | \$0.00 |

## ROADS &amp; ALLEYWAYS

|                                     | Hours | O/T | Loads | Tons | Cost   |
|-------------------------------------|-------|-----|-------|------|--------|
| Alleys, Grade & Rock                | 0     | 0   | 0     | 0    | \$0.00 |
| Catch Basin Maintenance             | 0     | 0   | 0     | 0    | \$0.00 |
| Crack Sealing                       | 56    | 0   | 58    | 0    | \$0.00 |
| Culvert Flushing                    | 16    | 0   | 0     | 0    | \$0.00 |
| Culvert Installation                | 72    | 0   | 4     | 0    | \$0.00 |
| Curb Repair                         | 0     | 0   | 0     | 0    | \$0.00 |
| Ditch Maintenance                   | 24    | 0   | 0     | 0    | \$0.00 |
| Ice & Snow Removal                  | 0     | 0   | 0     | 0    | \$0.00 |
| Milling                             | 0     | 0   | 0     | 0    | \$0.00 |
| Mowing, Right-Of-Ways               | 48    | 0   | 0     | 0    | \$0.00 |
| Rock Loaded/Hauled                  | 37    | 0   | 24    | 0    | \$0.00 |
| Street Repair & Maintenance         | 235   | 0   | 0     | 8.5  | \$0.00 |
| Street Sign Maintenance             | 28    | 0   | 0     | 0    | \$0.00 |
| Street Sweeper Operation            | 42    | 0   | 11.5  | 0    | \$0.00 |
| Street Sweepings Hauled To Disposal | 0     | 0   | 0     | 0    | \$0.00 |
| Weedeating & Brush Removal, Alleys  | 0     | 0   | 0     | 0    | \$0.00 |
| Weedeating & Brush Removal, Streets | 71    | 0   | 25    | 0    | \$0.00 |
| Weedkiller Application, Alleys      | 0     | 0   | 0     | 0    | \$0.00 |
| Weedkiller Application, Streets     | 56    | 0   | 3     | 0    | \$0.00 |

## MISCELLANEOUS

|              | Hours | O/T | Loads | Tons | Cost   |
|--------------|-------|-----|-------|------|--------|
| Inmate Labor | 700   | 0   | 0     | 0    | \$0.00 |

|                                     |       |       |             |         |        |      |
|-------------------------------------|-------|-------|-------------|---------|--------|------|
| Mowing, City Lots                   | 115   | 0     | 0           | 0       | \$0.00 | #21. |
| Outer Road Fill Dump Site Grading   | 39    | 0     | 0           | 0       | \$0.00 |      |
| Sidewalk Maintenance                | 100   | 0     | 0           | 0       | \$0.00 |      |
| Trash Removal & Clean-Up, Downtown  | 16    | 0     | 68          | 0       | \$0.00 |      |
| Trash Removal & Clean-Up, All Wards | 0     | 0     | 0           | 0       | \$0.00 |      |
| FACILITIES & EQUIPMENT MAINTENANCE  |       |       |             |         |        |      |
|                                     | Hours | O/T   | Loads       | Tons    | Cost   |      |
| Airport Maintenance                 | 2     | 0     | 0           | 0       | \$0.00 |      |
| Building Maintenance                | 0     | 0     | 0           | 0       | \$0.00 |      |
| Cemetery Maintenance                | 412.5 | 0     | 0           | 0       | \$0.00 |      |
| Grounds Maintenance                 | 55    | 0     | 0           | 39      | \$0.00 |      |
| Landfill Maintenance                | 16    | 0     | 0           | 0       | \$0.00 |      |
| Maintenance Facility Maintenance    | 8     | 0     | 0           | 0       | \$0.00 |      |
| Wash Trucks & Equipment             | 6     | 0     | 0           | 0       | \$0.00 |      |
| MATERIALS PURCHASED                 |       |       |             |         |        |      |
|                                     | Loads | Tons  | Cubic Yards | Gallons | Cost   |      |
| Asphalt                             | 0     | 0     | 0           | 0       | \$0.00 |      |
| Road Marking Paint, White           | 0     | 0     | 0           | 0       | \$0.00 |      |
| Road Marking Paint, Yellow          | 0     | 0     | 0           | 0       | \$0.00 |      |
| Salt                                | 0     | 0     | 0           | 0       | \$0.00 |      |
| Sand                                | 0     | 0     | 0           | 0       | \$0.00 |      |
| MECHANIC WORK PERFORMED             |       |       |             |         |        |      |
|                                     | Units | Hours |             |         |        |      |
| Routine Service                     | 14    | 25    |             |         |        |      |
| Maintenance And Repair              | 28    | 108   |             |         |        |      |

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Greg Hodge, Director of Finance

**Subject:** Monthly Report – April 2023 *By*

### General Information

- ✦ Sales and use tax revenues remain ahead of last year, details are below.
- ✦ Health Trust claims and pharmaceuticals were up again in April, reducing the fund balance slightly.
- ✦ Work continued on the 2023-2024 budget. Meetings were held between the City Manager, Finance Department staff, and all department heads in mid-April to discuss their budget requests and determine if immediate reductions or adjustments are required. These meetings were followed up the next week by presentations of the departmental budget requests to the City Council, which I felt generated good discussion. Overall this budget is coming together without many issues thus far.
- ✦ Cashflows are good in the majority of funds. Sales & use tax revenues are well ahead of budget. As I have mentioned in prior City Council meetings, the effect of the Wayfair decision is being seen in the use tax revenues, with remittances from companies that we have never seen before. This should be perpetually ongoing and provide additional revenue to help offset steadily rising costs of operation.

### Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

|                |        |         |         |                     |         |
|----------------|--------|---------|---------|---------------------|---------|
| General Fund   | +4.79% | Parks   | +4.76%  | Capital Improvement | +4.78%  |
| Transportation | +4.81% | Use Tax | +26.96% | Downtown CID        | +11.61% |

### Employee Health Insurance

|               |              |                       |             |
|---------------|--------------|-----------------------|-------------|
| Health claims | \$173,626.25 | Pharmaceutical claims | \$28,789.86 |
|---------------|--------------|-----------------------|-------------|

### Health Insurance Contributions & Budget

| Health Trust Contribution This Month | HSA Contributions This Month | Total Contributions This Month | Annual Budget  | Budget Remaining |
|--------------------------------------|------------------------------|--------------------------------|----------------|------------------|
| \$110,012.55                         | \$5,000.00                   | \$115,012.55                   | \$1,544,931.28 | \$471,037.15     |

### Health Trust Fund Cash Balance

|           | 2016/2017      | 2017/2018    | 2018/2019    | 2019/2020    | 2020/2021    | 2021/2022    | 2022/2023    |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
| July      | \$959,446.10   | \$789,647.32 | \$600,499.65 | \$452,115.58 | \$350,783.18 | \$516,952.83 | \$396,277.33 |
| August    | \$978,085.80   | \$800,479.76 | \$558,026.39 | \$289,833.52 | \$353,291.19 | \$476,840.46 | \$425,417.39 |
| September | \$974,427.10   | \$684,692.43 | \$519,407.60 | \$239,111.95 | \$358,230.40 | \$516,375.33 | \$406,745.91 |
| October   | \$990,003.69   | \$665,224.98 | \$533,065.43 | \$161,101.66 | \$361,082.82 | \$497,118.03 | \$435,605.63 |
| November  | \$1,000,000.00 | \$689,931.75 | \$521,176.81 | \$161,006.25 | \$359,913.42 | \$422,918.21 | \$355,851.03 |
| December  | \$867,421.94   | \$524,297.94 | \$521,228.06 | \$244,153.89 | \$341,280.69 | \$417,269.79 | \$153,538.63 |
| January   | \$888,519.67   | \$590,612.39 | \$549,457.98 | \$309,105.79 | \$436,448.97 | \$339,146.79 | \$140,640.39 |
| February  | \$815,725.20   | \$712,106.49 | \$559,700.67 | \$297,198.27 | \$462,855.81 | \$372,877.42 | \$312,434.63 |
| March     | \$762,230.98   | \$587,567.48 | \$578,509.63 | \$273,648.37 | \$481,687.90 | \$422,345.19 | \$290,958.93 |
| April     | \$710,720.45   | \$640,541.51 | \$599,662.04 | \$278,933.28 | \$520,587.99 | \$271,965.89 | \$228,595.23 |
| May       | \$762,796.66   | \$608,960.67 | \$543,627.95 | \$309,247.58 | \$473,770.32 | \$338,672.63 |              |
| June      | \$807,724.83   | \$569,163.71 | \$512,223.04 | \$360,812.59 | \$519,861.25 | \$358,399.51 |              |

TO THE HONORABLE MAYOR  
and  
CITY COUNCIL  
of the  
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement  
of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of April 2023.

A handwritten signature in blue ink, which appears to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer



### City of Moberly Cash Balance Report - April 2023

| Fund #                               | Fund Name                           | Beginning Cash Balance | Revenues   | Transfers In | Expenditures | Transfers Out | Ending Cash Balance |
|--------------------------------------|-------------------------------------|------------------------|------------|--------------|--------------|---------------|---------------------|
| 100                                  | General                             | 2,626,304.90           | 663,141.59 | -            | 615,560.76   | 20,833.33     | 2,653,052.40        |
| 102                                  | Non-Resident Lodging Tax            | 193,616.65             | 13,079.97  | -            | 8,100.00     | -             | 198,596.62          |
| 105                                  | Payroll                             | 583,641.94             | 1,725.37   | -            | 17,051.25    | -             | 568,316.06          |
| 110                                  | Solid Waste                         | 801,110.29             | 110,667.17 | -            | 90,296.78    | -             | 821,480.68          |
| 114                                  | Heritage Hills Golf Course          | -                      | -          | 6,989.91     | 6,989.91     | -             | -                   |
| 115                                  | Parks and Recreation                | 6,414.19               | 32,662.58  | 200,086.69   | 223,701.79   | -             | 15,461.67           |
| 116                                  | Park Sales Tax                      | 670,250.00             | 133,026.22 | 100,000.00   | -            | 207,076.60    | 696,199.62          |
| 120                                  | Airport                             | (265,080.86)           | 12,440.30  | -            | 9,317.90     | -             | (261,958.46)        |
| 125                                  | Perpetual Care Cemetery Sales       | 11,432.23              | -          | -            | -            | -             | 11,432.23           |
| 126                                  | Perpetual Care Cemetery Investment  | 539,469.96             | 1,628.59   | -            | -            | -             | 541,098.55          |
| 135                                  | ARPA Grant Fund                     | 2,662,416.27           | 7,870.67   | -            | -            | -             | 2,670,286.94        |
| 137                                  | Use Tax Trust                       | 254,078.78             | 751.11     | -            | -            | -             | 254,829.89          |
| 140                                  | Veterans Memorial Flag Project      | 40,409.67              | 694.46     | -            | -            | -             | 41,104.13           |
| 300                                  | Utilities Collection                | 11,387.38              | 581,454.30 | 120,622.26   | 36,234.37    | 666,613.58    | 10,615.99           |
| 301                                  | Utilities Operation and Maintenance | 28,742.00              | -          | 533,529.39   | 521,674.15   | -             | 40,597.24           |
| 302                                  | Utilities Replacement               | 721,033.58             | -          | 4,125.00     | -            | -             | 725,158.58          |
| 303                                  | Utilities Operating Reserve         | 1,228,458.45           | 5,886.16   | -            | 6,333.49     | 120,622.26    | 1,107,388.86        |
| 306                                  | Utilities Consumer Security         | 205,812.93             | 84.46      | -            | -            | -             | 205,897.39          |
| 307                                  | Sugar Creek Lake Fund               | 63,518.02              | 362.77     | -            | -            | -             | 63,880.79           |
| 314                                  | Route JJ Sewer Extension Fund       | (360,481.89)           | -          | -            | 6,325.00     | -             | (366,806.89)        |
| 350                                  | EDA Grant Projects Fund             | (1,060,882.17)         | -          | -            | 5,205.12     | -             | (1,066,087.29)      |
| 377                                  | 2004B SRF Bonds Debt Service        | 1,239,475.49           | 3,664.15   | 42,772.34    | 38,124.15    | -             | 1,247,787.83        |
| 378                                  | 2006A SRF Bonds Debt Service        | 1,838,343.01           | 5,434.53   | 35,728.54    | 27,861.38    | -             | 1,851,644.70        |
| 379                                  | 2004C Bond Debt Service             | 172,293.70             | 509.34     | 29,859.58    | 26,465.87    | -             | 176,196.75          |
| 380                                  | 2008A Bonds Debt Service            | 108,869.63             | 321.84     | 15,051.85    | -            | -             | 124,243.32          |
| 381                                  | ESP Projects Debt Service           | 210,473.57             | 622.20     | 50,458.31    | 135,340.85   | -             | 126,213.23          |
| Escrow                               |                                     | 1,026,212.66           | -          | -            | -            | -             | 1,026,212.66        |
| Total CWWSS (funds 300-381 + escrow) |                                     | 5,433,256.36           | 598,339.75 | 832,147.27   | 803,564.38   | 787,235.84    | 5,272,943.16        |

### City of Moberly Cash Balance Report - April 2023

| Fund #             | Fund Name                        | Beginning Cash Balance | Revenues            | Transfers In        | Expenditures        | Transfers Out       | Ending Cash Balance  |
|--------------------|----------------------------------|------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| 304                | Capital Improvement Trust        | 810,987.22             | 117,309.27          | -                   | 6,464.10            | 54,994.76           | 866,837.63           |
| 400                | 911 Emergency Telephone          | (2,201.06)             | 37,583.34           | 20,833.33           | 41,044.44           | -                   | 15,171.17            |
| 406                | Inmate Security Fund             | 15,587.28              | 116.08              | -                   | -                   | -                   | 15,703.36            |
| 408                | Police Forfeiture Fund           | -                      | -                   | -                   | -                   | -                   | -                    |
| 600                | Transportation Trust             | 2,511,642.25           | 124,921.76          | -                   | 13,973.12           | -                   | 2,622,590.89         |
| 601                | Street Improvement               | 639,225.22             | 40,375.44           | -                   | 20,873.08           | -                   | 658,727.58           |
| 900                | MODAG Grant/Loan                 | 22,259.36              | 65.80               | -                   | -                   | -                   | 22,325.16            |
| 901                | Misc. Project Residuals          | 153,280.27             | 453.13              | -                   | -                   | -                   | 153,733.40           |
| 903                | Ameren MO Solar Rebates          | 348,705.15             | -                   | -                   | 1,719.49            | -                   | 346,985.66           |
| 904                | Hometown Strong Fund             | 100,000.00             | -                   | -                   | -                   | 100,000.00          | -                    |
| 905                | Retail Consulting Fund           | 16,952.31              | 50.11               | -                   | -                   | -                   | 17,002.42            |
| 906                | Solar Systems Settlement Fund    | 766,345.05             | -                   | -                   | 3,910.33            | -                   | 762,434.72           |
| 908                | Railcar Preservation Fund        | 656.44                 | 1.94                | -                   | -                   | -                   | 658.38               |
| 909                | Lucille Manor CDBG Reimbursement | 279,607.20             | 4,630.78            | -                   | -                   | -                   | 284,237.98           |
| 911                | Downtown CID Sales Tax           | 152,170.64             | 8,977.08            | -                   | 1,685.00            | -                   | 159,462.72           |
| 912                | Downtown CID Property Tax        | 383,009.62             | 2,033.82            | -                   | 2,278.82            | 1,733.84            | 381,030.78           |
| 914                | Downtown NID Cost of Issuance    | -                      | -                   | -                   | -                   | -                   | -                    |
| 915                | Downtown NID Street Projects     | 137,005.59             | -                   | -                   | -                   | -                   | 137,005.59           |
| 916                | Downtown NID Sewer Projects      | 1,516,994.41           | -                   | -                   | -                   | -                   | 1,516,994.41         |
| 918                | Downtown NID Debt Service        | 56,503.17              | 167.04              | 11,817.17           | -                   | -                   | 68,487.38            |
| 995                | Health Trust                     | 311,086.59             | 151,523.59          | -                   | 234,014.95          | -                   | 228,595.23           |
| 995                | Investments                      | -                      | -                   | -                   | -                   | -                   | -                    |
| Total Health Trust |                                  | 311,086.59             | 151,523.59          | -                   | 234,014.95          | -                   | 228,595.23           |
| <b>Total Cash</b>  |                                  | <b>21,777,137.09</b>   | <b>2,064,236.96</b> | <b>1,171,874.37</b> | <b>2,100,546.10</b> | <b>1,171,874.37</b> | <b>21,740,827.95</b> |

## City of Moberly Budget Comparison Report - April 2023

|        |                                     | Percentage of Year Completed |              |              |             |              |              |              |             | 83.33% |
|--------|-------------------------------------|------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|-------------|--------|
|        |                                     | Revenues                     |              |              |             | Expenditures |              |              |             |        |
| Fund # | Fund Name                           | Month                        | Year to Date | Total Budget | % of Budget | Month        | Year to Date | Total Budget | % of Budget |        |
| 100    | General                             | 663,141.59                   | 7,820,401.64 | 9,431,789.14 | 82.92%      | 667,556.79   | 7,107,588.33 | 9,431,789.14 | 75.36%      |        |
| 102    | Non-Resident Lodging Tax            | 13,079.97                    | 93,649.58    | 100,900.00   | 92.81%      | 8,100.00     | 75,761.67    | 100,000.00   | 75.76%      |        |
| 105    | Payroll                             | 1,725.37                     | 12,474.95    | 0.00         | 0.00%       | 18,517.97    | -5,894.41    | 0.00         | 0.00%       |        |
| 110    | Solid Waste                         | 110,667.17                   | 1,095,887.96 | 1,093,900.00 | 100.18%     | 77,259.58    | 1,002,656.62 | 1,073,840.75 | 93.37%      |        |
| 114    | Heritage Hills Golf Course          | 6,989.91                     | 298,585.93   | 246,134.01   | 121.31%     | 6,989.91     | 298,585.93   | 246,134.01   | 121.31%     |        |
| 115    | Parks and Recreation                | 232,749.27                   | 3,033,072.34 | 3,344,585.83 | 90.69%      | 228,059.98   | 3,033,072.34 | 3,344,585.83 | 90.69%      |        |
| 116    | Park Sales Tax                      | 233,026.22                   | 1,969,301.63 | 1,628,000.00 | 120.96%     | 207,076.60   | 2,418,977.03 | 2,415,969.84 | 100.12%     |        |
| 120    | Airport                             | 12,440.30                    | 319,344.45   | 635,557.18   | 50.25%      | 9,613.09     | 525,332.20   | 635,557.18   | 82.66%      |        |
| 125    | Perpetual Care Cemetery Sales       | 0.00                         | 10,723.00    | 25,000.00    | 42.89%      | 0.00         | 0.00         | 25,000.00    | 0.00%       |        |
| 126    | Perpetual Care Cemetery Investment  | 1,628.59                     | 12,098.55    | 28,000.00    | 43.21%      | 0.00         | 0.00         | 3,000.00     | 0.00%       |        |
| 135    | ARPA Grant Fund                     | 7,870.67                     | 1,491,718.80 | 1,374,405.28 | 108.54%     | 0.00         | 0.00         | 300,000.00   | 0.00%       |        |
| 140    | Veterans Memorial Flag Project      | 694.46                       | 2,563.46     | 3,300.00     | 77.68%      | 0.00         | 321.64       | 3,000.00     | 10.72%      |        |
| 300    | Utilities Collection                | 702,076.56                   | 6,088,365.29 | 7,814,333.91 | 77.91%      | 702,076.56   | 6,095,485.91 | 7,814,333.91 | 78.00%      |        |
| 301    | Utilities Operation and Maintenance | 533,529.39                   | 4,132,926.42 | 5,661,664.64 | 73.00%      | 532,034.77   | 4,132,926.42 | 5,661,664.64 | 73.00%      |        |
| 302    | Utilities Replacement               | 4,125.00                     | 41,250.00    | 49,500.00    | 83.33%      | 0.00         | 27,130.00    | 0.00         | 0.00%       |        |
| 303    | Utilities Operating Reserve         | 5,886.16                     | 332,992.04   | 175,568.75   | 189.66%     | 126,955.75   | 622,962.39   | 437,535.82   | 142.38%     |        |
| 304    | Capital Improvement Trust           | 117,309.27                   | 1,245,357.24 | 1,422,000.00 | 87.58%      | 61,458.86    | 747,925.52   | 814,206.41   | 91.86%      |        |
| 307    | Sugar Creek Lake Fund               | 362.77                       | 2,939.09     | 2,300.00     | 127.79%     | 0.00         | 0.00         | 0.00         | 0.00%       |        |
| 314    | Route JJ Sewer Extension Fund       | 0.00                         | 0.00         | 1,464,148.00 | 0.00%       | 6,325.00     | 143,782.26   | 1,464,148.00 | 9.82%       |        |
| 350    | EDA Grant Projects Fund             | 0.00                         | 0.00         | 6,128,287.00 | 0.00%       | 5,205.12     | 643,957.62   | 6,128,287.00 | 10.51%      |        |
| 377    | 2004B SRF Bonds Debt Service        | 46,436.49                    | 454,905.54   | 519,868.13   | 87.50%      | 38,124.15    | 387,424.60   | 907,243.75   | 42.70%      |        |
| 378    | 2006A SRF Bonds Debt Service        | 41,163.07                    | 397,427.13   | 438,342.50   | 90.67%      | 27,861.38    | 287,476.84   | 836,175.00   | 34.38%      |        |
| 379    | 2004C Bond Debt Service             | 30,368.92                    | 302,222.10   | 358,795.00   | 84.23%      | 26,465.87    | 270,826.31   | 326,650.00   | 82.91%      |        |
| 380    | 2008A Bonds Debt Service            | 15,373.69                    | 152,795.10   | 180,922.16   | 84.45%      | 0.00         | 119,785.49   | 164,911.05   | 72.64%      |        |
| 381    | ESP Projects Debt Service           | 51,080.51                    | 507,935.41   | 606,199.74   | 83.79%      | 135,340.85   | 541,363.40   | 551,363.40   | 98.19%      |        |

## City of Moberly Budget Comparison Report - April 2023

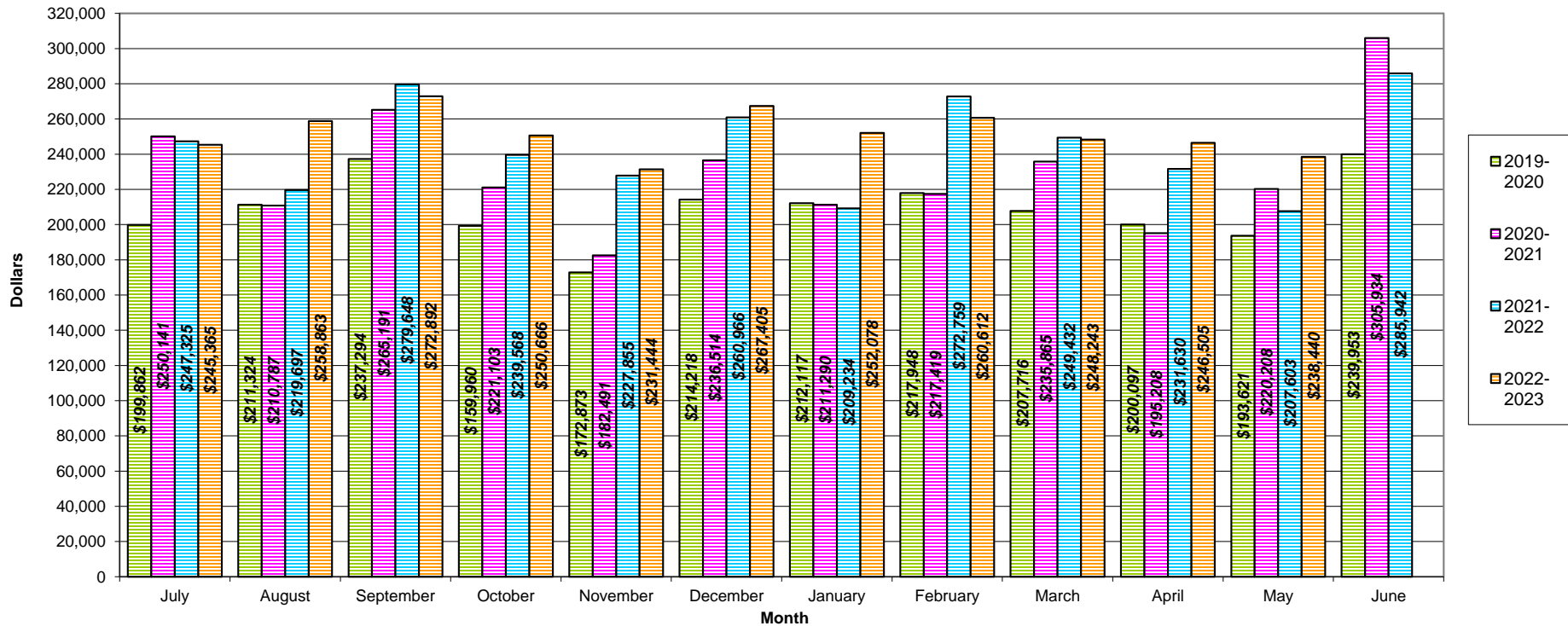
|               |                                  | Percentage of Year Completed |                      |                      |               |                     |                      |                      |               | 83.33% |
|---------------|----------------------------------|------------------------------|----------------------|----------------------|---------------|---------------------|----------------------|----------------------|---------------|--------|
|               |                                  | Revenues                     |                      |                      |               | Expenditures        |                      |                      |               |        |
| Fund #        | Fund Name                        | Month                        | Year to Date         | Total Budget         | % of Budget   | Month               | Year to Date         | Total Budget         | % of Budget   |        |
| 400           | 911 Emergency Telephone          | 58,416.67                    | 475,638.80           | 532,480.00           | 89.33%        | 43,372.07           | 541,936.73           | 646,139.37           | 83.87%        |        |
| 406           | Inmate Security Fund             | 116.08                       | 832.09               | 810.00               | 102.73%       | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 600           | Transportation Trust             | 124,921.76                   | 1,326,288.22         | 1,436,700.00         | 92.31%        | 13,973.12           | 928,709.95           | 1,279,059.00         | 72.61%        |        |
| 601           | Street Improvement               | 40,375.44                    | 782,170.11           | 500,000.00           | 156.43%       | 20,873.08           | 201,526.37           | 675,275.00           | 29.84%        |        |
| 903           | Ameren MO Solar Rebates          | 0.00                         | 11,827.50            | 0.00                 | 0.00%         | 1,719.49            | 17,194.90            | 0.00                 | 0.00%         |        |
| 904           | Hometown Strong Fund             | 0.00                         | 0.00                 | 0.00                 | 0.00%         | 100,000.00          | 100,000.00           | 0.00                 | 0.00%         |        |
| 905           | Retail Consulting Fund           | 50.11                        | 5,354.78             | 0.00                 | 0.00%         | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 906           | Solar Systems Settlement Fund    | 0.00                         | 0.00                 | 0.00                 | 0.00%         | 3,910.33            | 39,103.30            | 0.00                 | 0.00%         |        |
| 908           | Railcar Preservation Fund        | 1.94                         | 14.58                | 0.00                 | 0.00%         | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 909           | Lucille Manor CDBG Reimbursement | 4,630.78                     | 30,710.90            | 24,325.00            | 126.25%       | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 911           | Downtown CID Sales Tax           | 8,977.08                     | 91,817.93            | 101,680.00           | 90.30%        | 1,685.00            | 58,834.56            | 101,300.00           | 58.08%        |        |
| 912           | Downtown CID Property Tax        | 2,033.82                     | 245,303.14           | 215,000.00           | 114.09%       | 4,012.66            | 173,743.55           | 202,616.08           | 85.75%        |        |
| 914           | Downtown NID Cost of Issuance    | 0.00                         | 0.00                 | 0.00                 | 0.00%         | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 915           | Downtown NID Street Projects     | 0.00                         | 0.00                 | 0.00                 | 0.00%         | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 916           | Downtown NID Sewer Projects      | 0.00                         | 0.00                 | 0.00                 | 0.00%         | 0.00                | 0.00                 | 0.00                 | 0.00%         |        |
| 918           | Downtown NID Debt Service        | 11,984.21                    | 119,959.99           | 143,006.04           | 83.88%        | 0.00                | 128,914.60           | 128,914.60           | 100.00%       |        |
| 995           | Health Trust                     | 151,523.59                   | 1,664,518.00         | 0.00                 | 0.00%         | 234,014.95          | 1,798,233.95         | 0.00                 | 0.00%         |        |
| <b>TOTALS</b> |                                  | <b>3,234,756.83</b>          | <b>34,573,373.69</b> | <b>45,687,502.31</b> | <b>75.67%</b> | <b>3,308,582.93</b> | <b>32,465,646.02</b> | <b>45,718,699.78</b> | <b>71.01%</b> |        |

**City of Moberly**  
**One Percent (1%) General Fund Sales Tax Analysis**

#21.

|              | 2019-2020      |                    |                       |            | 2020-2021      |                    |                       |            | 2021-2022      |                    |                       |            | 2022-2023      |                    |                       |            |
|--------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|
|              |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |
|              | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change |
| July         | 7.97%          | \$199,862          | -17.31%               | -17.31%    | 9.09%          | \$250,141          | 25.16%                | 25.16%     | 8.44%          | \$247,325          | -1.13%                | -1.13%     | 8.85%          | \$245,365          | -0.79%                | -0.79%     |
| August       | 8.43%          | \$211,324          | 12.94%                | -4.11%     | 7.66%          | \$210,787          | -0.25%                | 12.10%     | 7.49%          | \$219,697          | 4.23%                 | 1.32%      | 9.34%          | \$258,863          | 17.83%                | 7.97%      |
| September    | 9.47%          | \$237,294          | -3.45%                | -3.87%     | 9.64%          | \$265,191          | 11.76%                | 11.97%     | 9.54%          | \$279,648          | 5.45%                 | 2.83%      | 9.84%          | \$272,892          | -2.42%                | 4.08%      |
| October      | 7.95%          | \$199,259          | 7.64%                 | -1.39%     | 8.03%          | \$221,103          | 10.96%                | 11.73%     | 8.17%          | \$239,568          | 8.35%                 | 4.12%      | 9.04%          | \$250,666          | 4.63%                 | 4.21%      |
| November     | 6.90%          | \$172,873          | 6.55%                 | -0.13%     | 6.63%          | \$182,491          | 5.56%                 | 10.69%     | 7.77%          | \$227,855          | 24.86%                | 7.47%      | 8.35%          | \$231,444          | 1.58%                 | 3.72%      |
| December     | 8.55%          | \$214,218          | -3.25%                | -0.68%     | 8.59%          | \$236,514          | 10.41%                | 10.64%     | 8.90%          | \$260,966          | 10.34%                | 7.97%      | 9.64%          | \$267,405          | 2.47%                 | 3.50%      |
| January      | 8.46%          | \$212,117          | 2.23%                 | -0.27%     | 7.68%          | \$211,290          | -0.39%                | 9.02%      | 7.14%          | \$209,234          | -0.97%                | 6.77%      | 9.09%          | \$252,078          | 20.48%                | 5.61%      |
| February     | 8.70%          | \$217,948          | 2.24%                 | 0.05%      | 7.90%          | \$217,419          | -0.24%                | 7.81%      | 9.30%          | \$272,759          | 25.45%                | 9.03%      | 9.40%          | \$260,612          | -4.45%                | 4.20%      |
| March        | 8.29%          | \$207,716          | 2.51%                 | 0.32%      | 8.57%          | \$235,865          | 13.55%                | 8.45%      | 8.51%          | \$249,432          | 5.75%                 | 8.65%      | 8.95%          | \$248,243          | -0.48%                | 3.67%      |
| April        | 7.98%          | \$200,097          | -4.84%                | -0.20%     | 7.09%          | \$195,208          | -2.44%                | 7.40%      | 7.90%          | \$231,630          | 18.66%                | 9.53%      | 8.89%          | \$246,505          | 6.42%                 | 3.94%      |
| May          | 7.73%          | \$193,621          | 1.22%                 | -0.08%     | 8.00%          | \$220,208          | 13.73%                | 7.94%      | 7.08%          | \$207,603          | -5.72%                | 8.16%      | 8.60%          | \$238,440          | 14.85%                | 4.79%      |
| June         | 9.57%          | \$239,953          | 10.55%                | 0.85%      | 11.12%         | \$305,934          | 27.50%                | 9.81%      | 9.75%          | \$285,942          | -6.53%                | 6.52%      | 0.00%          |                    |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$2,506,282</b> |                       |            | <b>100.00%</b> | <b>\$2,752,151</b> |                       |            | <b>100.00%</b> | <b>\$2,931,659</b> |                       |            | <b>100.00%</b> | <b>\$2,772,512</b> |                       |            |

**Annual Comparison by Month**



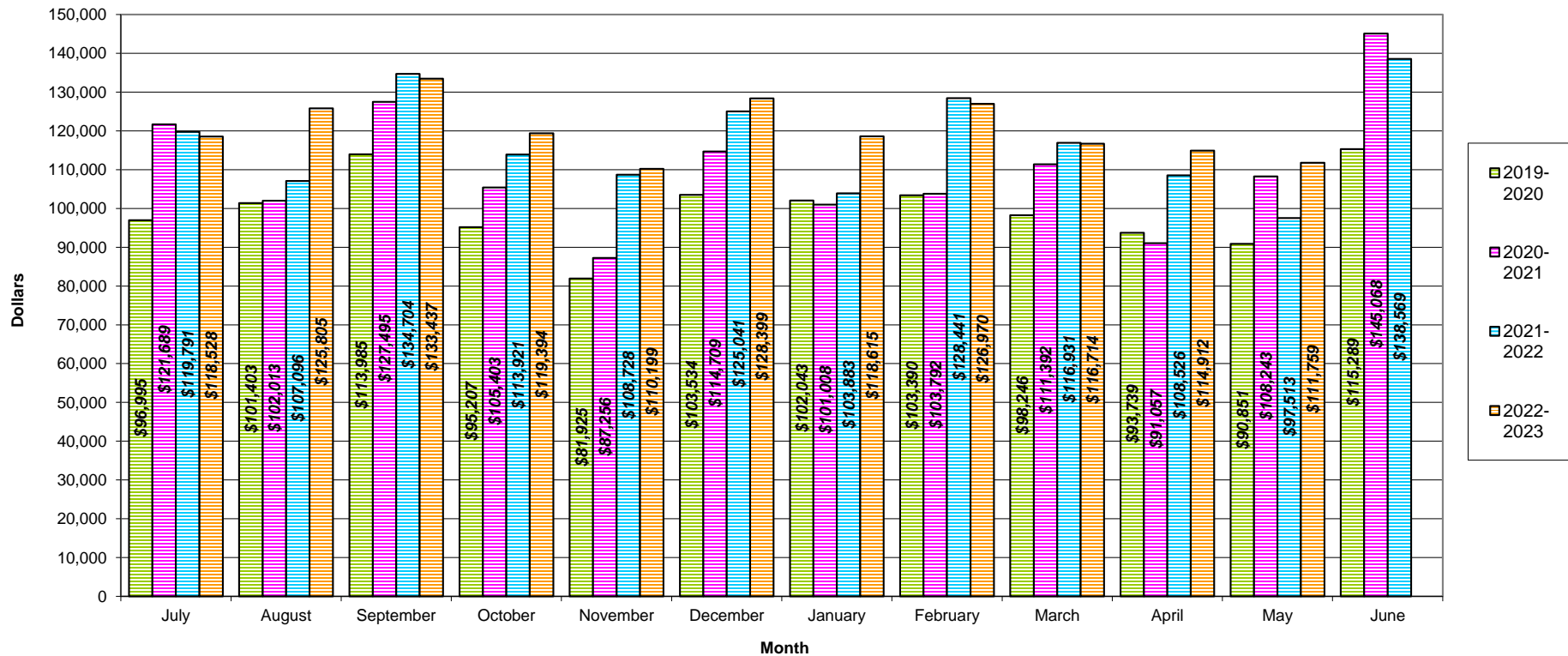


**City of Moberly**  
**One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#21.

|              | 2019-2020      |                    |                       |            | 2020-2021      |                    |                       |            | 2021-2022      |                    |                       |            | 2022-2023      |                    |                       |            |
|--------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|
|              |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |
|              | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change |
| July         | 8.11%          | \$96,995           | -16.54%               | -16.54%    | 9.23%          | \$121,689          | 25.46%                | 25.46%     | 8.54%          | \$119,791          | -1.56%                | -1.56%     | 8.95%          | \$118,528          | -1.05%                | -1.05%     |
| August       | 8.47%          | \$101,403          | 14.20%                | -3.23%     | 7.73%          | \$102,013          | 0.60%                 | 12.75%     | 7.63%          | \$107,096          | 4.98%                 | 1.42%      | 9.50%          | \$125,805          | 17.47%                | 7.69%      |
| September    | 9.53%          | \$113,985          | -2.73%                | -3.04%     | 9.67%          | \$127,495          | 11.85%                | 12.42%     | 9.60%          | \$134,704          | 5.65%                 | 2.96%      | 10.07%         | \$133,437          | -0.94%                | 4.47%      |
| October      | 7.96%          | \$95,207           | 8.15%                 | -0.64%     | 7.99%          | \$105,403          | 10.71%                | 12.02%     | 8.12%          | \$113,921          | 8.08%                 | 4.14%      | 9.01%          | \$119,394          | 4.80%                 | 4.55%      |
| November     | 6.85%          | \$81,925           | 7.43%                 | 0.62%      | 6.61%          | \$87,256           | 6.51%                 | 11.10%     | 7.75%          | \$108,728          | 24.61%                | 7.43%      | 8.32%          | \$110,199          | 1.35%                 | 3.96%      |
| December     | 8.65%          | \$103,534          | 17.42%                | 3.20%      | 8.70%          | \$114,709          | 10.79%                | 11.05%     | 8.91%          | \$125,041          | 9.01%                 | 7.70%      | 9.69%          | \$128,399          | 2.69%                 | 3.73%      |
| January      | 8.53%          | \$102,043          | -15.02%               | 0.05%      | 7.66%          | \$101,008          | -1.01%                | 9.28%      | 7.40%          | \$103,883          | 2.85%                 | 7.06%      | 8.95%          | \$118,615          | 14.18%                | 5.07%      |
| February     | 8.64%          | \$103,390          | 3.00%                 | 0.42%      | 7.87%          | \$103,792          | 0.39%                 | 8.13%      | 9.15%          | \$128,441          | 23.75%                | 9.06%      | 9.58%          | \$126,970          | -1.14%                | 4.22%      |
| March        | 8.21%          | \$98,246           | 3.21%                 | 0.72%      | 8.44%          | \$111,392          | 13.38%                | 8.70%      | 8.33%          | \$116,931          | 4.97%                 | 8.59%      | 8.81%          | \$116,714          | -0.19%                | 3.73%      |
| April        | 7.83%          | \$93,739           | -4.21%                | 0.23%      | 6.90%          | \$91,057           | -2.86%                | 7.61%      | 7.73%          | \$108,526          | 19.18%                | 9.50%      | 8.67%          | \$114,912          | 5.88%                 | 3.93%      |
| May          | 7.59%          | \$90,851           | 1.52%                 | 0.34%      | 8.21%          | \$108,243          | 19.14%                | 8.58%      | 6.95%          | \$97,513           | -9.91%                | 7.71%      | 8.44%          | \$111,759          | 14.61%                | 4.76%      |
| June         | 9.63%          | \$115,289          | 9.85%                 | 1.18%      | 11.00%         | \$145,068          | 25.83%                | 10.24%     | 9.88%          | \$138,569          | -4.48%                | 6.37%      | 0.00%          |                    |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$1,196,607</b> |                       |            | <b>100.00%</b> | <b>\$1,319,125</b> |                       |            | <b>100.00%</b> | <b>\$1,403,145</b> |                       |            | <b>100.00%</b> | <b>\$1,324,732</b> |                       |            |

**Annual Comparison by Month**

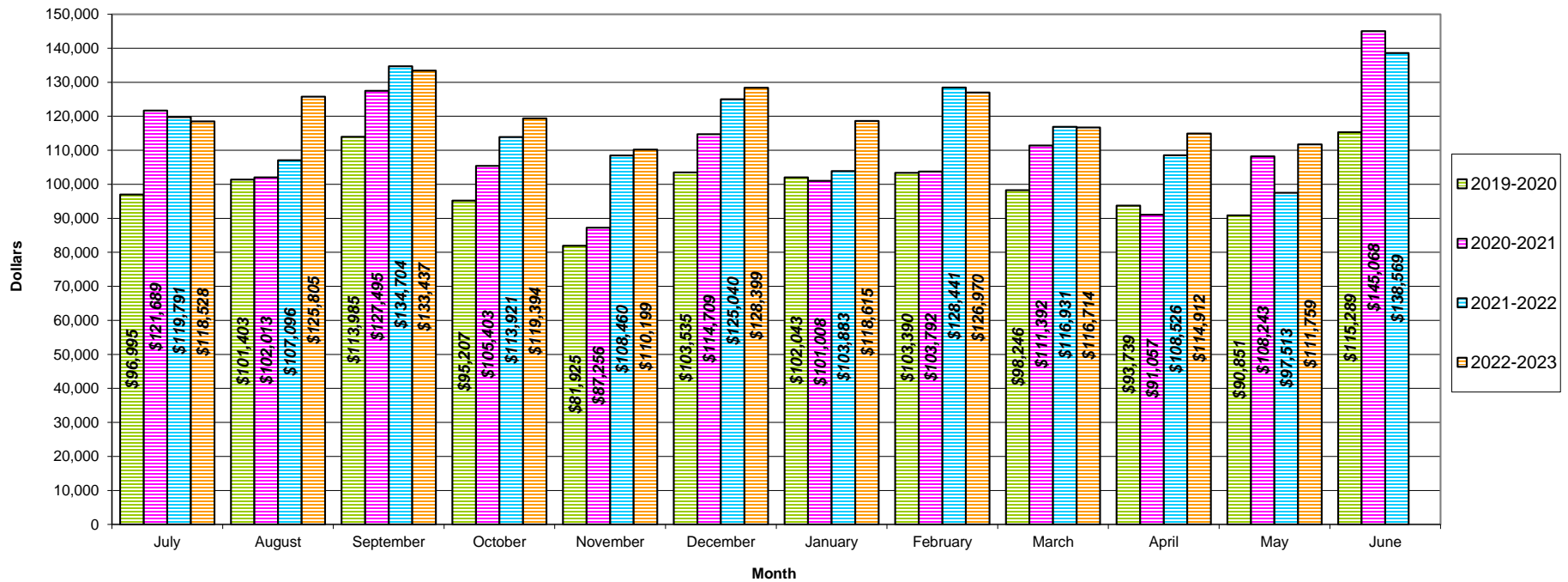


**City of Moberly**  
**One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#21.

|              | 2019-2020      |                    |                       |            | 2020-2021      |                    |                       |            | 2021-2022      |                    |                       |            | 2022-2023      |                    |                       |            |
|--------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|
|              |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |
|              | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change |
| July         | 8.11%          | \$96,995           | -16.54%               | -16.54%    | 9.23%          | \$121,689          | 25.46%                | 25.46%     | 8.54%          | \$119,791          | -1.56%                | -1.56%     | 8.95%          | \$118,528          | -1.05%                | -1.05%     |
| August       | 8.47%          | \$101,403          | 14.20%                | -3.23%     | 7.73%          | \$102,013          | 0.60%                 | 12.75%     | 7.63%          | \$107,096          | 4.98%                 | 1.42%      | 9.50%          | \$125,805          | 17.47%                | 7.69%      |
| September    | 9.53%          | \$113,985          | -2.73%                | -3.04%     | 9.67%          | \$127,495          | 11.85%                | 12.42%     | 9.60%          | \$134,704          | 5.65%                 | 2.96%      | 10.07%         | \$133,437          | -0.94%                | 4.47%      |
| October      | 7.96%          | \$95,207           | 8.15%                 | -0.64%     | 7.99%          | \$105,403          | 10.71%                | 12.02%     | 8.12%          | \$113,921          | 8.08%                 | 4.14%      | 9.01%          | \$119,394          | 4.80%                 | 4.55%      |
| November     | 6.85%          | \$81,925           | 7.43%                 | 0.62%      | 6.61%          | \$87,256           | 6.51%                 | 11.10%     | 7.73%          | \$108,460          | 24.30%                | 7.38%      | 8.32%          | \$110,199          | 1.60%                 | 4.01%      |
| December     | 8.65%          | \$103,535          | -4.43%                | -0.30%     | 8.70%          | \$114,709          | 10.79%                | 11.05%     | 8.91%          | \$125,040          | 9.01%                 | 7.66%      | 9.69%          | \$128,399          | 2.69%                 | 3.77%      |
| January      | 8.53%          | \$102,043          | 1.96%                 | 0.03%      | 7.66%          | \$101,008          | -1.01%                | 9.28%      | 7.41%          | \$103,883          | 2.85%                 | 7.02%      | 8.95%          | \$118,615          | 14.18%                | 5.10%      |
| February     | 8.64%          | \$103,390          | 3.04%                 | 0.41%      | 7.87%          | \$103,792          | 0.39%                 | 8.13%      | 9.16%          | \$128,441          | 23.75%                | 9.03%      | 9.58%          | \$126,970          | -1.14%                | 4.25%      |
| March        | 8.21%          | \$98,246           | 3.21%                 | 0.71%      | 8.44%          | \$111,392          | 13.38%                | 8.70%      | 8.34%          | \$116,931          | 4.97%                 | 8.57%      | 8.81%          | \$116,714          | -0.19%                | 3.76%      |
| April        | 7.83%          | \$93,739           | -4.17%                | 0.23%      | 6.90%          | \$91,057           | -2.86%                | 7.61%      | 7.74%          | \$108,526          | 19.18%                | 9.47%      | 8.67%          | \$114,912          | 5.88%                 | 3.96%      |
| May          | 7.59%          | \$90,851           | 1.52%                 | 0.33%      | 8.21%          | \$108,243          | 19.14%                | 8.58%      | 6.95%          | \$97,513           | -9.91%                | 7.69%      | 8.44%          | \$111,759          | 14.61%                | 4.78%      |
| June         | 9.63%          | \$115,289          | 9.85%                 | 1.18%      | 11.00%         | \$145,068          | 25.83%                | 10.24%     | 9.88%          | \$138,569          | -4.48%                | 6.35%      | 0.00%          |                    |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$1,196,609</b> |                       |            | <b>100.00%</b> | <b>\$1,319,126</b> |                       |            | <b>100.00%</b> | <b>\$1,402,876</b> |                       |            | <b>100.00%</b> | <b>\$1,324,732</b> |                       |            |

**Annual Comparison by Month**

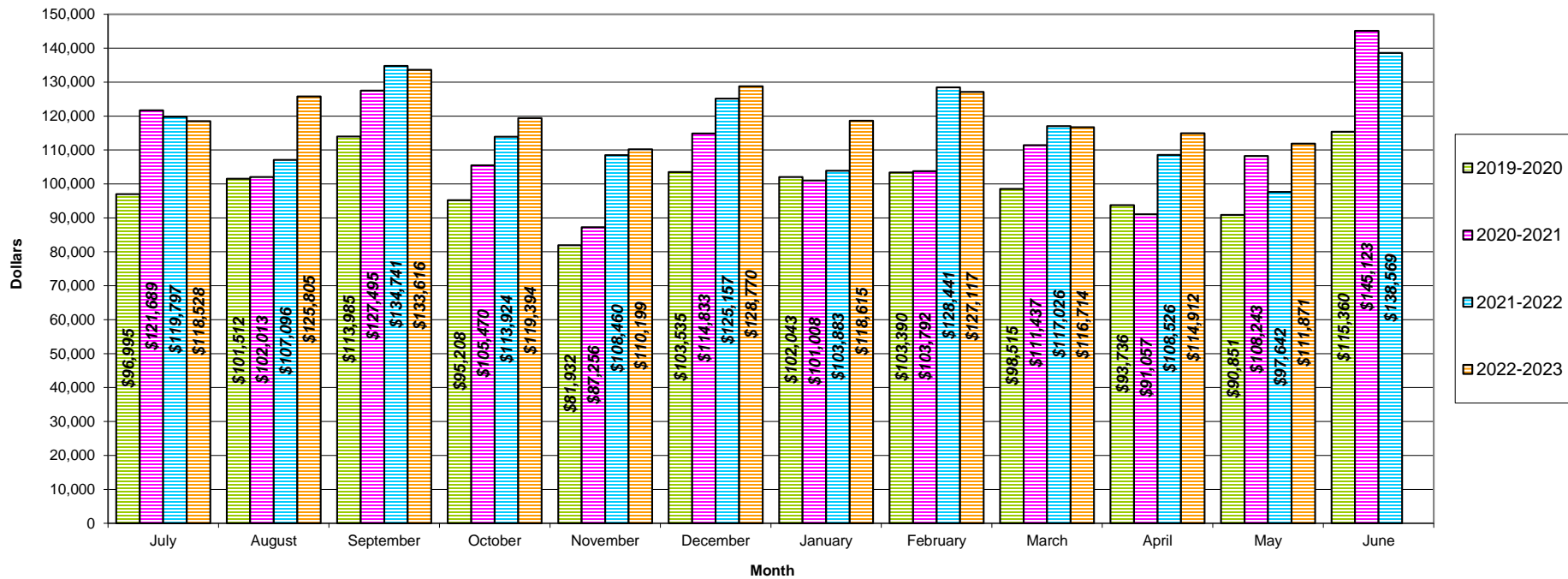


**City of Moberly**  
**One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#21.

|              | 2019-2020      |                    |                       |            | 2020-2021      |                    |                       |            | 2021-2022      |                    |                       |            | 2022-2023      |                    |                       |            |
|--------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|----------------|--------------------|-----------------------|------------|
|              |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |                |                    | Prior year comparison |            |
|              | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change | % of total     | Amount             | Monthly Change        | YTD Change |
| July         | 8.10%          | \$96,995           | -16.56%               | -16.56%    | 9.22%          | \$121,689          | 25.46%                | 25.46%     | 8.54%          | \$119,797          | -1.55%                | -1.55%     | 8.94%          | \$118,528          | -1.06%                | -1.06%     |
| August       | 8.48%          | \$101,512          | 14.32%                | -3.19%     | 7.73%          | \$102,013          | 0.49%                 | 12.69%     | 7.63%          | \$107,096          | 4.98%                 | 1.43%      | 9.49%          | \$125,805          | 17.47%                | 7.69%      |
| September    | 9.52%          | \$113,985          | -2.80%                | -3.05%     | 9.66%          | \$127,495          | 11.85%                | 12.39%     | 9.60%          | \$134,741          | 5.68%                 | 2.97%      | 10.08%         | \$133,616          | -0.83%                | 4.51%      |
| October      | 7.95%          | \$95,208           | 8.16%                 | -0.64%     | 7.99%          | \$105,470          | 10.78%                | 12.01%     | 8.12%          | \$113,924          | 8.02%                 | 4.14%      | 9.01%          | \$119,394          | 4.80%                 | 4.58%      |
| November     | 6.84%          | \$81,932           | 7.44%                 | 0.62%      | 6.61%          | \$87,256           | 6.50%                 | 11.09%     | 7.73%          | \$108,460          | 24.30%                | 7.37%      | 8.31%          | \$110,199          | 1.60%                 | 4.03%      |
| December     | 8.65%          | \$103,535          | -4.43%                | -0.30%     | 8.70%          | \$114,833          | 10.91%                | 11.06%     | 8.92%          | \$125,157          | 8.99%                 | 7.65%      | 9.71%          | \$128,770          | 2.89%                 | 3.83%      |
| January      | 8.52%          | \$102,043          | 1.82%                 | 0.01%      | 7.66%          | \$101,008          | -1.01%                | 9.29%      | 7.40%          | \$103,883          | 2.85%                 | 7.01%      | 8.95%          | \$118,615          | 14.18%                | 5.15%      |
| February     | 8.64%          | \$103,390          | 3.04%                 | 0.39%      | 7.87%          | \$103,792          | 0.39%                 | 8.13%      | 9.15%          | \$128,441          | 23.75%                | 9.03%      | 9.59%          | \$127,117          | -1.03%                | 4.31%      |
| March        | 8.23%          | \$98,515           | 3.37%                 | 0.71%      | 8.45%          | \$111,437          | 13.12%                | 8.68%      | 8.34%          | \$117,026          | 5.02%                 | 8.57%      | 8.80%          | \$116,714          | -0.27%                | 3.80%      |
| April        | 7.83%          | \$93,736           | -4.18%                | 0.23%      | 6.90%          | \$91,057           | -2.86%                | 7.59%      | 7.73%          | \$108,526          | 19.18%                | 9.47%      | 8.67%          | \$114,912          | 5.88%                 | 3.99%      |
| May          | 7.59%          | \$90,851           | 1.52%                 | 0.33%      | 8.20%          | \$108,243          | 19.14%                | 8.56%      | 6.96%          | \$97,642           | -9.79%                | 7.70%      | 8.44%          | \$111,871          | 14.57%                | 4.81%      |
| June         | 9.64%          | \$115,360          | 9.87%                 | 1.18%      | 11.00%         | \$145,123          | 25.80%                | 10.22%     | 9.87%          | \$138,569          | -4.52%                | 6.35%      | 0.00%          |                    |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$1,197,062</b> |                       |            | <b>100.00%</b> | <b>\$1,319,415</b> |                       |            | <b>100.00%</b> | <b>\$1,403,262</b> |                       |            | <b>100.00%</b> | <b>\$1,325,541</b> |                       |            |

**Annual Comparison by Month**

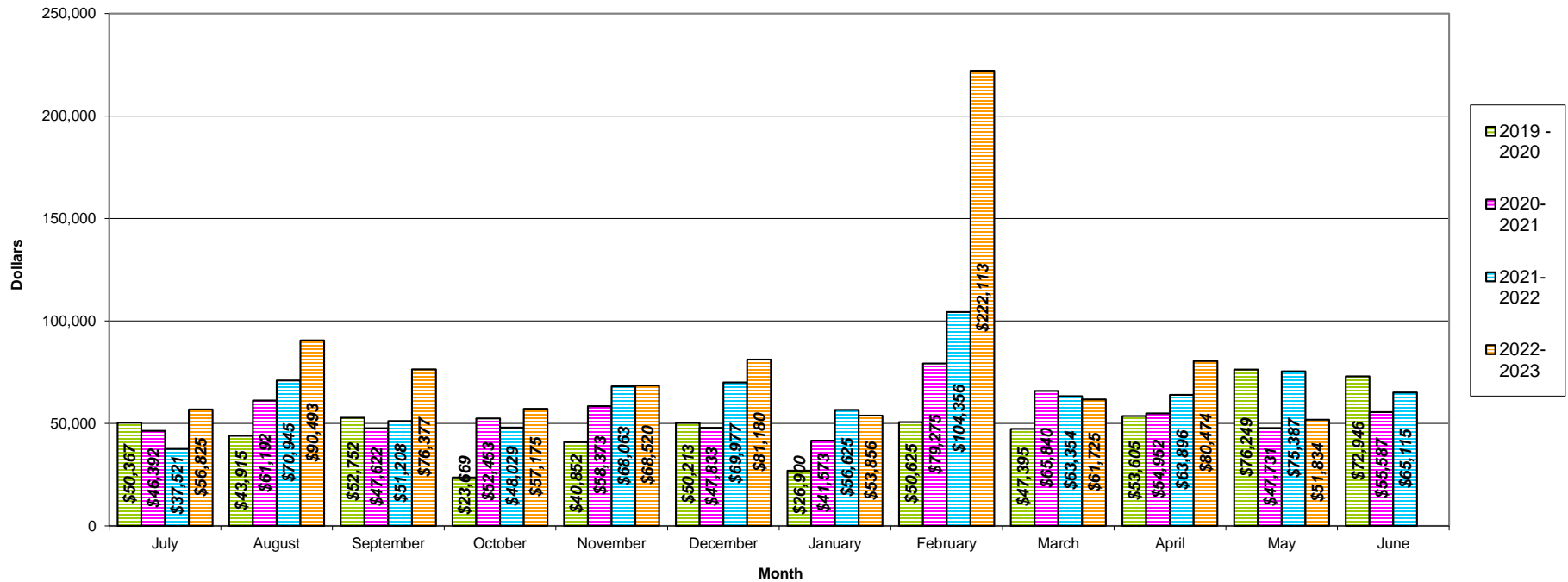


**City of Moberly**  
**Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#21.

|              | 2019 - 2020    |                  |                       |            | 2020-2021      |                  |                       |            | 2021-2022      |                  |                       |            | 2022-2023      |                  |                       |            |
|--------------|----------------|------------------|-----------------------|------------|----------------|------------------|-----------------------|------------|----------------|------------------|-----------------------|------------|----------------|------------------|-----------------------|------------|
|              |                |                  | Prior year comparison |            |                |                  | Prior year comparison |            |                |                  | Prior year comparison |            |                |                  | Prior year comparison |            |
|              | % of total     | Amount           | Monthly Change        | YTD Change | % of total     | Amount           | Monthly Change        | YTD Change | % of total     | Amount           | Monthly Change        | YTD Change | % of total     | Amount           | Monthly Change        | YTD Change |
| July         | 8.54%          | \$50,367         | 8.33%                 | 8.33%      | 7.04%          | \$46,392         | -7.89%                | -7.89%     | 4.84%          | \$37,521         | -19.12%               | -19.12%    | 6.31%          | \$56,825         | 51.45%                | 51.45%     |
| August       | 7.45%          | \$43,915         | -15.49%               | -4.24%     | 9.29%          | \$61,192         | 39.34%                | 14.11%     | 9.16%          | \$70,945         | 15.94%                | 0.82%      | 10.05%         | \$90,493         | 27.55%                | 35.82%     |
| September    | 8.95%          | \$52,752         | 90.99%                | 16.62%     | 7.23%          | \$47,622         | -9.73%                | 5.56%      | 6.61%          | \$51,208         | 7.53%                 | 2.88%      | 8.48%          | \$76,377         | 49.15%                | 40.10%     |
| October      | 4.02%          | \$23,669         | -14.91%               | 10.92%     | 7.96%          | \$52,453         | 121.61%               | 21.65%     | 6.20%          | \$48,029         | -8.44%                | 0.02%      | 6.35%          | \$57,175         | 19.04%                | 35.23%     |
| November     | 6.93%          | \$40,852         | -25.03%               | 1.52%      | 8.86%          | \$58,373         | 42.89%                | 25.75%     | 8.79%          | \$68,063         | 16.60%                | 3.66%      | 7.61%          | \$68,520         | 0.67%                 | 26.70%     |
| December     | 8.52%          | \$50,213         | 26.92%                | 5.57%      | 7.26%          | \$47,833         | -4.74%                | 19.90%     | 9.04%          | \$69,977         | 46.30%                | 10.16%     | 9.01%          | \$81,180         | 16.01%                | 24.54%     |
| January      | 4.56%          | \$26,900         | -41.60%               | -1.82%     | 6.31%          | \$41,573         | 54.55%                | 23.13%     | 7.31%          | \$56,625         | 36.21%                | 13.20%     | 5.98%          | \$53,856         | -4.89%                | 20.39%     |
| February     | 8.59%          | \$50,625         | -5.09%                | -2.32%     | 12.03%         | \$79,275         | 56.59%                | 28.12%     | 13.47%         | \$104,356        | 31.64%                | 16.56%     | 24.66%         | \$222,113        | 112.84%               | 39.43%     |
| March        | 8.04%          | \$47,395         | -19.65%               | -4.84%     | 9.99%          | \$65,840         | 38.92%                | 29.45%     | 8.18%          | \$63,354         | -3.78%                | 13.89%     | 6.85%          | \$61,725         | -2.57%                | 34.77%     |
| April        | 9.09%          | \$53,605         | 47.24%                | -0.55%     | 8.34%          | \$54,952         | 2.51%                 | 26.17%     | 8.25%          | \$63,896         | 16.28%                | 14.13%     | 8.94%          | \$80,474         | 25.95%                | 33.88%     |
| May          | 12.93%         | \$76,249         | 139.75%               | 8.85%      | 7.24%          | \$47,731         | -37.40%               | 16.78%     | 9.73%          | \$75,387         | 57.94%                | 17.59%     | 5.76%          | \$51,834         | -31.24%               | 26.96%     |
| June         | 12.37%         | \$72,946         | 46.93%                | 12.46%     | 8.44%          | \$55,587         | -23.80%               | 11.76%     | 8.41%          | \$65,115         | 17.14%                | 17.55%     | 0.00%          |                  |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$589,488</b> |                       |            | <b>100.00%</b> | <b>\$658,823</b> |                       |            | <b>100.00%</b> | <b>\$774,475</b> |                       |            | <b>100.00%</b> | <b>\$900,572</b> |                       |            |

**Annual Comparison by Month**

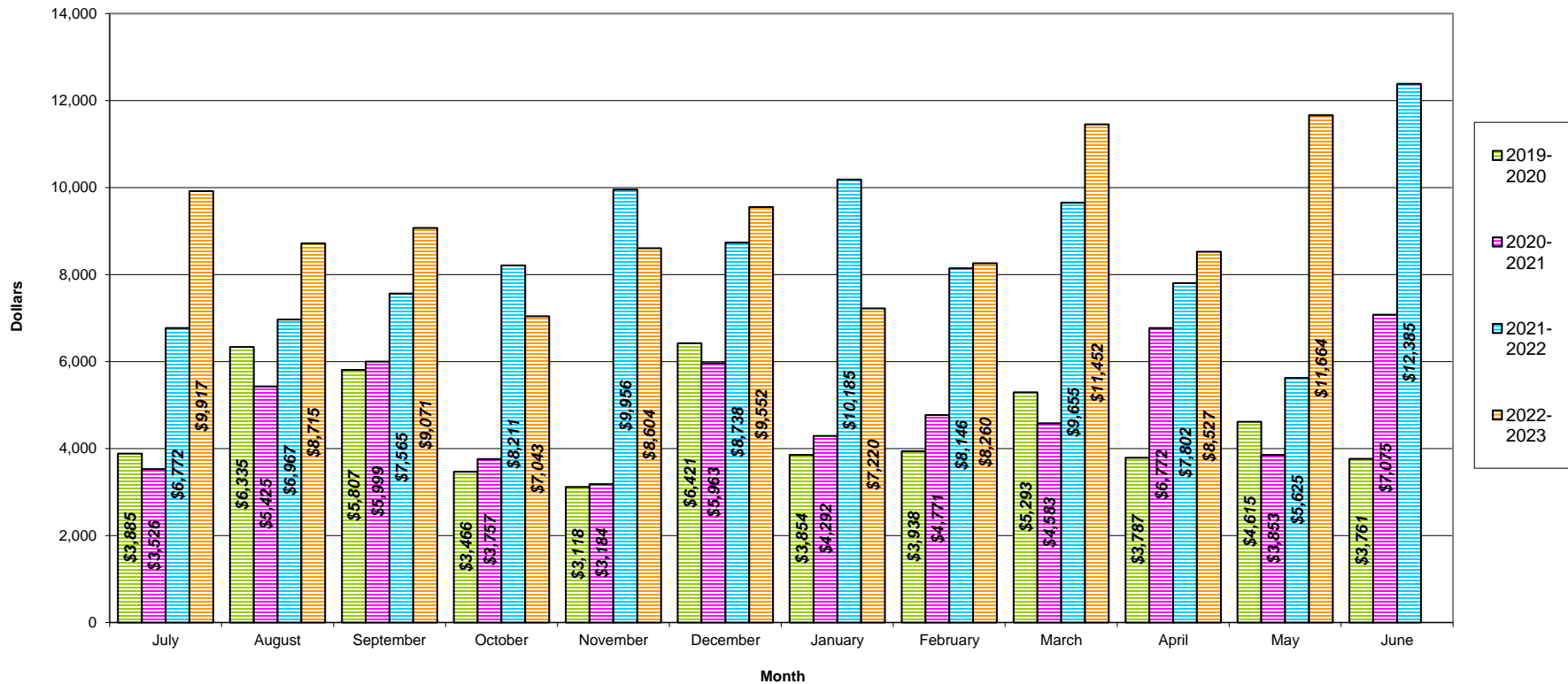


**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#21.

|              | 2019-2020      |                 |                       |            | 2020-2021      |                 |                       |            | 2021-2022      |                  |                       |            | 2022-2023      |                  |                       |            |
|--------------|----------------|-----------------|-----------------------|------------|----------------|-----------------|-----------------------|------------|----------------|------------------|-----------------------|------------|----------------|------------------|-----------------------|------------|
|              |                |                 | Prior year comparison |            |                |                 | Prior year comparison |            |                |                  | Prior year comparison |            |                |                  | Prior year comparison |            |
|              | % of total     | Amount          | Monthly Change        | YTD Change | % of total     | Amount          | Monthly Change        | YTD Change | % of total     | Amount           | Monthly Change        | YTD Change | % of total     | Amount           | Monthly Change        | YTD Change |
| July         | 7.16%          | \$3,885         | -22.25%               | -22.25%    | 5.96%          | \$3,526         | -9.24%                | -9.24%     | 6.64%          | \$6,772          | 92.03%                | 92.03%     | 9.91%          | \$9,917          | 46.46%                | 46.46%     |
| August       | 11.67%         | \$6,335         | 110.82%               | 27.72%     | 9.16%          | \$5,425         | -14.37%               | -12.42%    | 6.83%          | \$6,967          | 28.42%                | 53.48%     | 8.71%          | \$8,715          | 25.09%                | 35.62%     |
| September    | 10.70%         | \$5,807         | 59.53%                | 37.67%     | 10.13%         | \$5,999         | 3.32%                 | -6.72%     | 7.42%          | \$7,565          | 26.09%                | 42.49%     | 9.07%          | \$9,071          | 19.91%                | 30.04%     |
| October      | 6.39%          | \$3,466         | -4.97%                | 27.50%     | 6.35%          | \$3,757         | 8.39%                 | -4.03%     | 8.05%          | \$8,211          | 118.56%               | 57.76%     | 7.04%          | \$7,043          | -14.22%               | 17.73%     |
| November     | 5.75%          | \$3,118         | -4.21%                | 21.93%     | 5.38%          | \$3,184         | 2.09%                 | -3.19%     | 9.76%          | \$9,956          | 212.74%               | 80.30%     | 8.60%          | \$8,604          | -13.58%               | 9.83%      |
| December     | 11.83%         | \$6,421         | 65.55%                | 29.48%     | 10.07%         | \$5,963         | -7.14%                | -4.06%     | 8.57%          | \$8,738          | 46.55%                | 73.08%     | 9.55%          | \$9,552          | 9.32%                 | 9.74%      |
| January      | 7.10%          | \$3,854         | 0.40%                 | 25.23%     | 7.25%          | \$4,292         | 11.36%                | -2.25%     | 9.98%          | \$10,185         | 137.32%               | 81.65%     | 7.22%          | \$7,220          | -29.11%               | 2.96%      |
| February     | 7.26%          | \$3,938         | -34.19%               | 14.20%     | 8.06%          | \$4,771         | 21.14%                | 0.25%      | 7.99%          | \$8,146          | 70.75%                | 80.24%     | 8.26%          | \$8,260          | 1.39%                 | 2.77%      |
| March        | 9.75%          | \$5,293         | 30.90%                | 16.06%     | 7.74%          | \$4,583         | -13.42%               | -1.47%     | 9.47%          | \$9,655          | 110.68%               | 83.61%     | 11.45%         | \$11,452         | 18.62%                | 4.78%      |
| April        | 6.98%          | \$3,787         | 20.74%                | 16.44%     | 11.44%         | \$6,772         | 78.83%                | 5.15%      | 7.65%          | \$7,802          | 15.21%                | 74.01%     | 8.53%          | \$8,527          | 9.30%                 | 5.20%      |
| May          | 8.50%          | \$4,615         | 43.88%                | 18.50%     | 6.51%          | \$3,853         | -16.50%               | 3.18%      | 5.51%          | \$5,625          | 45.98%                | 71.94%     | 11.66%         | \$11,664         | 107.38%               | 11.61%     |
| June         | 6.93%          | \$3,761         | -9.77%                | 15.98%     | 11.95%         | \$7,075         | 88.10%                | 9.06%      | 12.14%         | \$12,385         | 75.04%                | 72.31%     | 0.00%          |                  |                       |            |
| <b>Total</b> | <b>100.00%</b> | <b>\$54,280</b> |                       |            | <b>100.00%</b> | <b>\$59,199</b> |                       |            | <b>100.00%</b> | <b>\$102,005</b> |                       |            | <b>100.00%</b> | <b>\$100,026</b> |                       |            |

**Annual Comparison by Month**





**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement - April 2023**

| <u>Income</u>                |                           | <u>July 2022-April 2023</u>    | <u>July 2021-April 2022</u>    | <u>\$ Change</u>             | <u>% Change</u>           |
|------------------------------|---------------------------|--------------------------------|--------------------------------|------------------------------|---------------------------|
| 4900                         | Miscellaneous             | 57,684.22                      | 42,089.78                      | 15,594.44                    | 37.05%                    |
| 4901                         | Interest Income           | 6,138.87                       | 185.17                         | 5,953.70                     | 3215.26%                  |
| 4950                         | Employer Contributions    | 1,084,240.71                   | 1,087,509.47                   | (3,268.76)                   | -0.30%                    |
| 4951                         | Employee Contributions    | 237,528.53                     | 241,426.93                     | (3,898.40)                   | -1.61%                    |
| 4952                         | Employee Cobra Payments   | 5,686.80                       | 6,910.32                       | (1,223.52)                   | -17.71%                   |
| 4953                         | Reinsurance Refunds       | 268,238.87                     | 49,061.67                      | 219,177.20                   | 446.74%                   |
| 4954                         | Employee Buy-up Premiums  | <u>5,000.00</u>                | <u>5,775.00</u>                | <u>(775.00)</u>              | <u>-13.42%</u>            |
| Total Income                 |                           | 1,664,518.00                   | 1,432,958.34                   | 231,559.66                   | 16.16%                    |
| <br><u>Expenditures</u>      |                           |                                |                                |                              |                           |
| 5406                         | Contracted Services       | 3,427.57                       | 1,656.50                       | 1,771.07                     | 106.92%                   |
| 5806                         | Miscellaneous             | 54.00                          | 312.00                         | (258.00)                     | -82.69%                   |
| 5817                         | Bank Fees                 | 1,095.12                       | 963.85                         | 131.27                       | 13.62%                    |
| 5850                         | Health Claims Paid        | 1,159,539.06                   | 1,033,200.43                   | 126,338.63                   | 12.23%                    |
| 5851                         | Pharmaceuticals           | 168,939.00                     | 184,976.40                     | (16,037.40)                  | -8.67%                    |
| 5852                         | Reinsurance Premiums      | 301,208.41                     | 302,413.28                     | (1,204.87)                   | -0.40%                    |
| 5853                         | Life Insurance Premiums   | 30,998.19                      | 21,594.73                      | 9,403.46                     | 43.55%                    |
| 5854                         | Medical Claims Admin Fees | 63,119.99                      | 63,690.22                      | (570.23)                     | -0.90%                    |
| 5855                         | Dental Claims Admin Fees  | 3,953.00                       | 4,417.35                       | (464.35)                     | -10.51%                   |
| 5856                         | Air Ambulance Memberships | 5,649.00                       | 7,105.00                       | (1,456.00)                   | -20.49%                   |
| 5857                         | Dental Claims Paid        | 59,418.11                      | 59,813.94                      | (395.83)                     | -0.66%                    |
| 5858                         | HSA Account Fees          | <u>832.50</u>                  | <u>710.00</u>                  | <u>122.50</u>                | <u>17.25%</u>             |
| Total Expenditures           |                           | <u>1,798,233.95</u>            | <u>1,680,853.70</u>            | <u>117,380.25</u>            | <u>6.98%</u>              |
| <br><b>Net Income (Loss)</b> |                           | <br><b><u>(133,715.95)</u></b> | <br><b><u>(247,895.36)</u></b> | <br><b><u>114,179.41</u></b> | <br><b><u>-46.06%</u></b> |

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet - April 30, 2023**

| <u>ASSETS</u>                         | <u>April 30, 2023</u>    | <u>April 30, 2022</u>    | <u>\$ Change</u>          | <u>% Change</u>       |
|---------------------------------------|--------------------------|--------------------------|---------------------------|-----------------------|
| Current Assets                        |                          |                          |                           |                       |
| 1000 Cash                             | <u>228,595.23</u>        | <u>271,965.89</u>        | <u>(43,370.66)</u>        | <u>-15.95%</u>        |
| Total Current Assets                  | <u>228,595.23</u>        | <u>271,965.89</u>        | <u>(43,370.66)</u>        | <u>-15.95%</u>        |
| Other Assets                          |                          |                          |                           |                       |
| 1300 Investments                      | <u>0.00</u>              | <u>0.00</u>              | <u>0.00</u>               | <u>100.00%</u>        |
| Total Other Assets                    | <u>0.00</u>              | <u>0.00</u>              | <u>0.00</u>               | <u>100.00%</u>        |
| <b>TOTAL ASSETS</b>                   | <b><u>228,595.23</u></b> | <b><u>271,965.89</u></b> | <b><u>(43,370.66)</u></b> | <b><u>-15.95%</u></b> |
| <br><u>LIABILITIES &amp; EQUITY</u>   |                          |                          |                           |                       |
| Equity                                |                          |                          |                           |                       |
| 3000 Unreserved Fund Balance          | 362,311.18               | 519,861.25               | (157,550.07)              | -30.31%               |
| Net Income (Loss)                     | <u>(133,715.95)</u>      | <u>(247,895.36)</u>      | <u>114,179.41</u>         | <u>-46.06%</u>        |
| Total Equity                          | <u>228,595.23</u>        | <u>271,965.89</u>        | <u>(43,370.66)</u>        | <u>-15.95%</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>228,595.23</u></b> | <b><u>271,965.89</u></b> | <b><u>(43,370.66)</u></b> | <b><u>-15.95%</u></b> |



**Police Department**  
Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

300 N Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

**Division of Criminal Investigation**  
**Monthly Report**  
**April 2023**

1. Stealing (Felony): Suspect: KC, W/F, 52 yoa; Victim: HL, B/M, 76 yoa. Reports sent to RCPA.
2. Sexual Exploitation of a Minor: Suspect: JJ, W/M, 52 yoa; Victim: RH, W/F, 13 yoa. Reports sent to RCPA.
3. Abuse of a Child: Suspect: AC, W/M, 24 yoa; Victim: HT, W/F, 9 yoa. Unfounded
4. Child Molestation 1<sup>st</sup> Degree: Suspect: JJ, W/M, 35 yoa; Victim: BY, W/F, 8 yoa. Reports sent to RCJO.
5. Sexual Abuse 1<sup>st</sup> Degree: Suspect: KD, W/M, 15 yoa; Victim: ZT, W/F, 13 yoa. Reports sent to RCJO.
6. Statutory Rape-2<sup>nd</sup> Degree; Suspect: AL W/F, 22 YOA; Victim: BH W/M, 16 YOA. Reports sent to RCPA.
7. Violation of Child Order of Protection; Suspect: AL W/F, 22 YOA; Victim: BH W/M, 16 YOA. Reports sent to RCPA.
8. Child Molestation-4<sup>th</sup> Degree; Suspect: WG W/M, 57 YOA; Victim: BG W/F, 14 YOA. Reports sent to RCPA.
9. Unlawful Possession of a Firearm; Suspect: ZF W/M, 34 YOA; Victim: State of MO. Reports sent to RCPA.
10. Armed Criminal Action; Suspect: ZF W/M, 34 YOA; Victim: State of MO. Reports sent to RCPA.
11. Unlawful Use of a Weapon; Suspect: ZF W/M, 34 YOA; Victim: State of MO. Reports sent to RCPA.
12. Burglary-1<sup>st</sup> Degree; Suspect: ZF W/M, 34 YOA; Victim: State of MO. Reports sent to RCPA.
13. Domestic Assault-4<sup>th</sup> Degree; Suspect: ZF W/M, 34 YOA; Victim: State of MO. Reports sent to RCPA.

|                             |           |
|-----------------------------|-----------|
| <b>Cases Cleared.....</b>   | <b>13</b> |
| <b>Interviews.....</b>      | <b>60</b> |
| <b>Interrogations.....</b>  | <b>2</b>  |
| <b>Reports Written.....</b> | <b>63</b> |

### **Special Assignments**

#### Monthly Report

Completed Paycom for detective unit.

Approved numerous reports for Detective Unit.

Tagged numerous body camera videos.

Conducted follow up on Financial Exploitation of the Elderly investigation.

Conducted follow up on Child Abuse investigation.

Processed/packaged evidence for Murder investigation.

Attended forensic interview in Columbia for Child Molestation investigation.

Conducted follow up on Sexual Exploitation of a Minor investigation.

Liquor License Application- Dollar General #24671.

Submitted a referral form for a forensic interview for a Rape investigation.

Submitted request for records to bank for Financial Exploitation of the Elderly investigation.

Assisted with transporting department vehicles for repairs.

Updated calendar for on call detective schedule.

Conducted follow up on Child Molestation investigation.

Contacted Missouri STAT team in reference to Child Molestation investigation.

Contacted by MSHP DDCC reference Child Abuse investigation.

MIRMA Online Training- Drug and Alcohol Awareness.

MIRMA Online Training- Preventing Slips, Trips, & Falls.

Liquor License Application- Xpress Liquor & Smoke.

Liquor License Application- Xpress Liquor & Smoke #14.

Attended forensic interview in Columbia for Sexual Assault investigation.

Attended forensic interview in Columbia for Child Abuse investigation.

Assisted with Search Warrant in reference to Murder 2<sup>nd</sup> degree investigation.

Conducted follow up on Sexual Exploitation of a Minor investigation.

Assisted with Death Investigation.

Assisted with Search Warrant for Murder 2<sup>nd</sup> degree/Delivery of Controlled Substance investigation.

Qualifications for handgun, rifle, and shotgun.

Attended Supervisor's Meeting.

Conducted follow up on Child Molestation investigation.



**Police Department**  
Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

300 N Clark Street  
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Assisted with releasing evidence in Murder 2<sup>nd</sup> degree investigation.  
Tagged numerous body camera videos.

Corresponded with the Rainbow House in reference to scheduling multiple forensic interviews.

Completed annual training courses.

Attended Legal Updates Seminar at LETI.

Submitted Verizon preservation request in reference to Statutory Rape investigation.

Submitted US Cellular preservation request in reference to Delivery of a Controlled Substance / Murder-2<sup>nd</sup> Degree investigation.

Wrote US Cellular search warrant in reference to Delivery of a Controlled Substance / Murder-2<sup>nd</sup> Degree investigation.

Attended forensic interview at the Rainbow House in reference to Statutory Rape investigation.

Interviewed victim in reference to Rape investigation.

Assisted patrol division with Harassment/Suspicious Activity investigation.

Interviewed suspect in reference to Statutory Rape investigation.

Reviewed cellphone in reference to Statutory Rape / Violation of Child Order of Protection investigation.

Arrested suspect in reference to Statutory Rape / Violation of Child Order of Protection investigation.

Interviewed 2 victims in reference to Statutory Sodomy investigation.

Executed US Cellular search warrant in reference to Delivery of a Controlled Substance / Murder-2<sup>nd</sup> Degree investigation.

Corresponded with Excelsior Springs PD in reference to warrant arrest.

Conducted follow-ups in reference to Child Abuse investigation.

Assisted patrol division with Fraud investigation.

Assisted patrol division with death investigation.

Interviewed witnesses in reference to death investigation.

Attended autopsy at University of Missouri Hospital in reference to death investigation.

Submitted lab analysis request in reference to death investigation.

Submitted 2 DoorDash preservation requests in reference to Fraud investigation.

Reviewed documents and receipts in reference to Fraud investigation.

Reviewed information from US Cellular search warrant return.

Assisted patrol division with Burglary / Unlawful Use of Firearm investigation / Domestic Assault investigation.

Attended 2 forensic interviews at the Rainbow House in reference to Child Abuse investigation.



Assisted patrol division with animal complaint.  
Attended firearms qualification.  
Returned search warrant to the Randolph County Clerk's Office

Respectfully Submitted,

Tracey Hayes  
Commander

05/02/23  
14:14

Moberly Police Department  
Total CAD Calls Received, by Nature of Call

343  
Page: 1

| Nature of Call             | Total Calls Received | % of Total |
|----------------------------|----------------------|------------|
| Abandoned Vehicle          | 4                    | 0.45       |
| Accident/Motor Vehicle     | 34                   | 3.79       |
| Alarm Call                 | 13                   | 1.45       |
| Animal Bite                | 2                    | 0.22       |
| Animal Complaint           | 30                   | 3.34       |
| Assault                    | 10                   | 1.11       |
| Assist Other Agency        | 24                   | 2.68       |
| Assist Public/Employee     | 87                   | 9.70       |
| Building Check             | 122                  | 13.60      |
| Burglary                   | 5                    | 0.56       |
| Damage Property            | 8                    | 0.89       |
| Death Investigation        | 2                    | 0.22       |
| Document Delivery/Pickup   | 5                    | 0.56       |
| E911 Check                 | 5                    | 0.56       |
| Extra Watch                | 40                   | 4.46       |
| Extra Watch Request        | 16                   | 1.78       |
| Field Contact              | 21                   | 2.34       |
| Fire Alarm Call            | 8                    | 0.89       |
| Fire Call                  | 10                   | 1.11       |
| Fire Health Safety Check   | 11                   | 1.23       |
| Found Property/Contraband  | 8                    | 0.89       |
| Fraud                      | 7                    | 0.78       |
| Funeral Escort             | 1                    | 0.11       |
| Harassment                 | 10                   | 1.11       |
| Health Safety              | 3                    | 0.33       |
| Keeping the Peace          | 5                    | 0.56       |
| Medical Assist\RCAD        | 53                   | 5.91       |
| Parking Violation          | 15                   | 1.67       |
| Peace Disturbance          | 69                   | 7.69       |
| Runaway Juv                | 1                    | 0.11       |
| Sex Offenses               | 2                    | 0.22       |
| Special Assignment         | 1                    | 0.11       |
| Stealing                   | 24                   | 2.68       |
| Suicide/Suicide Attempt    | 1                    | 0.11       |
| Suspicious Activity        | 33                   | 3.68       |
| Suspicious Person          | 23                   | 2.56       |
| Suspicious Vehicle         | 10                   | 1.11       |
| Traffic Complaint          | 88                   | 9.81       |
| Trespass/Refusing to Leave | 17                   | 1.90       |
| Warrant Arrest             | 47                   | 5.24       |
| Try to Contact/Well-Being  | 22                   | 2.45       |

Total Calls: 897

Report Includes:

All dates between `00:00:01 04/01/23` and `23:59:59 04/30/23`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies

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**Moberly Fire Department  
April Monthly Report  
2023**

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**City of Moberly Fire Department**

**Emergency Dial 911**  
**Station #1 660-269-8705 EXT 2035**  
**Fax# 660-263-0596**  
**E-mail ryand@moberlyfd.com**  
**Station #2 660-263-4121**

**310 N. Clark**  
**Moberly, MO 65270-1520**  
**Fire Chief**  
**Don Ryan**

To: Mayor and City Council  
 From: Don Ryan, Fire Chief  
 Date: May1, 2023  
 Re: April Monthly Council Report:

- Last month the fire department responded to 115 incidents (30 different types) this included: **9 fire related calls; 58 EMS Calls; 25 service calls; 5 good intent call; 13 false alarms & false calls; 4 Hazardous Condition (No Fire); 1 special incident type; and 18 fire inspections.**
- The Department's three shifts combined for **505.0** training hours. The following topics were covered: Helicopter Utilization & Landing Zone Training; EMS - Response to Drug Emergencies; Rope Training; Wildland Fire Training; HazMat/Preplans; Hose Testing; NFPA 1410 Drills; and Health and Wellness.
- Building inspections (CFOs) and annual business inspections continue to be done by all three shifts.
- The department participated in the monthly emergency siren testing on the 5<sup>th</sup>
- The Chief attended the Plan Review Committee Meeting on the 11<sup>th</sup>.
- The Chief participated in the Budgetary Meetings on the 14<sup>th</sup> and 20<sup>th</sup>.
- The Chief attended the Region B – RHSOC Coordinator's Meeting in Huntsville on the 17<sup>th</sup>.
- The Chief, with the Building Inspection Department attended a virtual meeting with the KO Storage group on the 19<sup>th</sup>.
- On the 21<sup>st</sup>, the Chief had a mandatory meeting for the SY23 (ARPA) State & Local Fiscal Recovery Funds grant funds we were awarded (thermal imaging cameras).
- We had our monthly officer's meeting on the 25<sup>th</sup>.
- PS Trax held a virtual meeting with some of the officer's that could make it, along with the Chief to discuss how the program is progressing for us.
- The Chief met with the Joint Labor-Management Committee on the 25<sup>th</sup>.
- The Chief participated in the Admin Professionals Day Breakfast at City Hall on the 26<sup>th</sup>. Thanks again Shannon!

## Notice for May 2023

#21.

- The Chief will participate in a meeting with the Building Inspection Department regarding a property on the 2<sup>nd</sup>.
- Monthly Siren Test on the 3<sup>rd</sup>.
- The department is holding a new firefighter recruit test on the 20<sup>th</sup>.
- Our new firefighter, Killian Brown starts on the 21<sup>st</sup>.
- Budget meetings will continue this month.



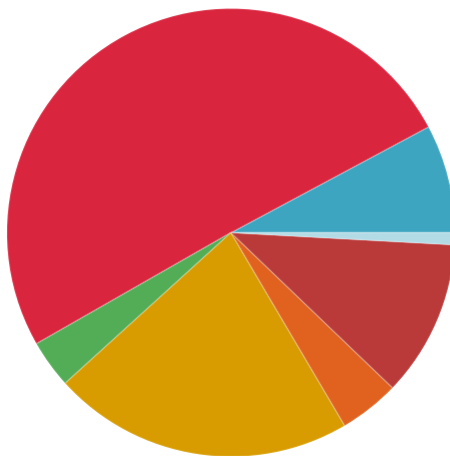


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



| Incident Type  | Total Incidents | Percent |
|--|-----------------|---------|
| 131 - Passenger vehicle fire                           | 1               | 0.87%   |
| 142 - Brush or brush-and-grass mixture fire            | 1               | 0.87%   |
| 151 - Outside rubbish, trash or waste fire             | 1               | 0.87%   |
| 1511 - Household Refuse Fire                           | 2               | 1.74%   |
| 1513 - Yard Waste/ Refuse Fire                         | 4               | 3.48%   |
| 311 - Medical assist, assist EMS crew                  | 3               | 2.61%   |
| 3112 - Lift Assistance                                 | 15              | 13.04%  |
| 3113 - Standby, No care provided                       | 3               | 2.61%   |
| 321 - EMS call, excluding vehicle accident with injury | 29              | 25.22%  |
| 322 - Motor vehicle accident with injuries             | 5               | 4.35%   |
| 324 - Motor vehicle accident with no injuries.         | 2               | 1.74%   |
| 331 - Lock-in (if lock out , use 511 )                 | 1               | 0.87%   |

| <b>Incident Type</b>                                     | <b>Total Incidents</b> | <b>Percent</b> |
|--|------------------------|----------------|
| 412 - Gas leak (natural gas or LPG)                      | 2                      | 1.74%          |
| 444 - Power line down                                    | 1                      | 0.87%          |
| 463 - Vehicle accident, general cleanup                  | 1                      | 0.87%          |
| 5001 - Gas Appliance Inspection                          | 16                     | 13.91%         |
| 5005 - CFO Inspection                                    | 2                      | 1.74%          |
| 5311 - Report of odor with nothing found                 | 1                      | 0.87%          |
| 551 - Assist police or other governmental agency         | 2                      | 1.74%          |
| 554 - Assist invalid                                     | 1                      | 0.87%          |
| 561 - Unauthorized burning                               | 3                      | 2.61%          |
| 611 - Dispatched & canceled en route                     | 5                      | 4.35%          |
| 700 - False alarm or false call, other                   | 4                      | 3.48%          |
| 733 - Smoke detector activation due to malfunction       | 1                      | 0.87%          |
| 735 - Alarm system sounded due to malfunction            | 1                      | 0.87%          |
| 7401 - Unintentional alarm transmission medical          | 1                      | 0.87%          |
| 743 - Smoke detector activation, no fire - unintentional | 1                      | 0.87%          |
| 745 - Alarm system activation, no fire - unintentional   | 4                      | 3.48%          |
| 746 - Carbon monoxide detector activation, no CO         | 1                      | 0.87%          |
| 911 - Citizen complaint                                  | 1                      | 0.87%          |

**Total Number of Incidents: 115**

**Total Number of Incident Types: 30**

Incident TypeTotal IncidentsPercent

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph  
Filter Name: Last Calendar Month  
Filter Expression: [AlarmDateTime] is between '4/1/2023 12:00:00 AM' and '4/30/2023 11:59:59 PM'

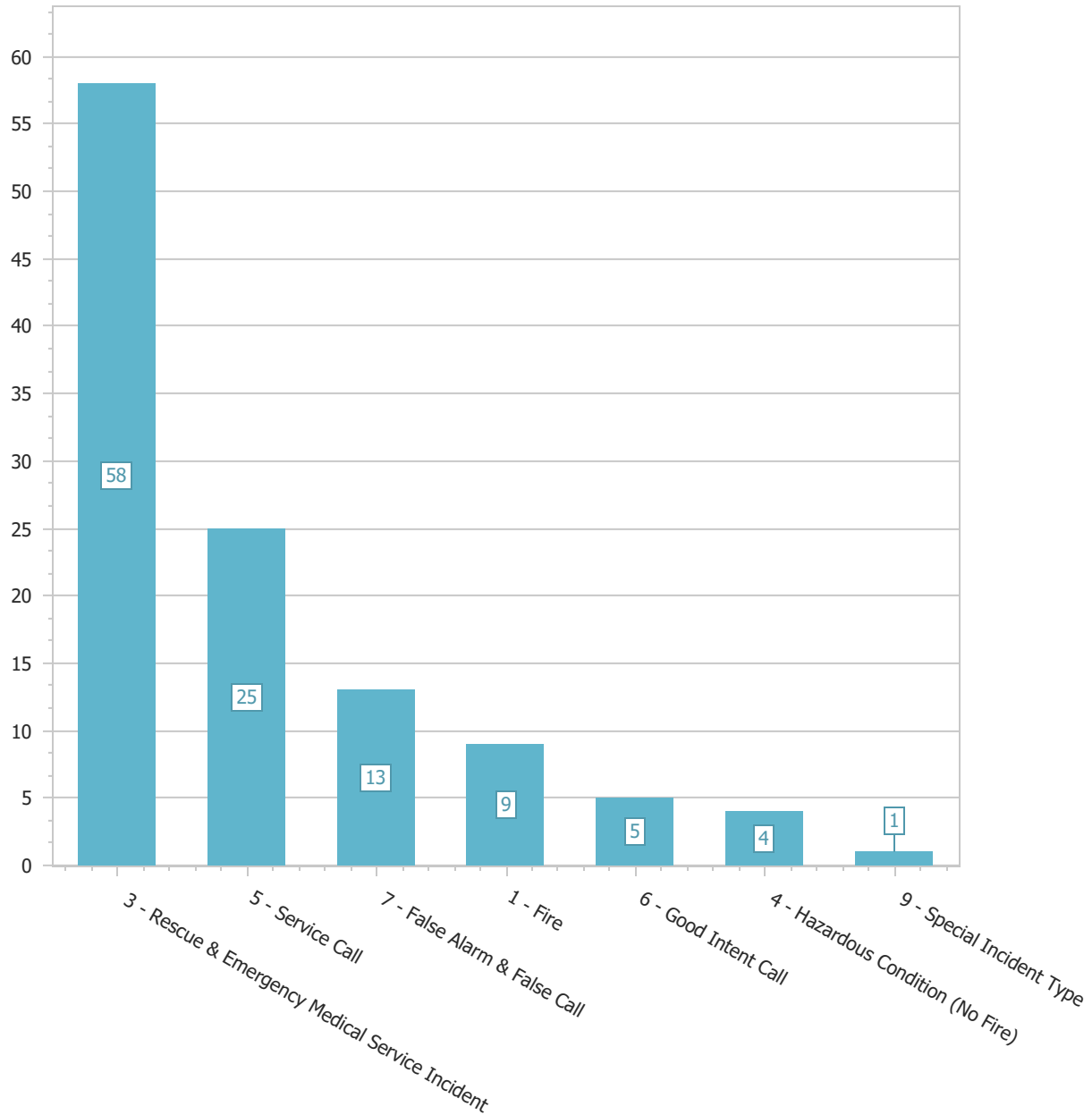


Emergency: Dial 911  
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## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Incident Type Series, Detailed



**Incident Type:** 1 - Fire

| Incident # | Exp # | Alarm Date/Time       | Address                             |
|------------|-------|-----------------------|-------------------------------------|
| 2300346    | 0     | 4/3/2023 3:11:32 PM   | 307 Halleck ST, Moberly, MO 65270   |
| 2300367    | 0     | 4/7/2023 1:36:05 AM   | 625 Grand AVE, Moberly, MO 65270    |
| 2300368    | 0     | 4/7/2023 5:45:41 AM   | 625 Grand AVE, Moberly, MO 65270    |
| 2300370    | 0     | 4/7/2023 8:43:57 PM   | 535 E 24 HWY, Moberly, MO 65270     |
| 2300374    | 0     | 4/8/2023 2:33:02 PM   | 1401 S MORLEY ST, Moberly, MO 65270 |
| 2300388    | 0     | 4/12/2023 4:09:07 PM  | 508 Chandler ST, Moberly, MO 65270  |
| 2300400    | 0     | 4/20/2023 6:12:48 AM  | 1504 S MORLEY, Moberly, MO 65270    |
| 2300417    | 0     | 4/23/2023 9:04:09 PM  | 305 HORSLEY ST, Moberly, MO 65270   |
| 2300439    | 0     | 4/28/2023 12:13:35 PM | 1909 SOUTHRIDGE, Moberly, MO 65270  |

**Total Incidents: 9****Incident Type:** 3 - Rescue & Emergency Medical Service Incident

| Incident # | Exp # | Alarm Date/Time      | Address                              |
|------------|-------|----------------------|--------------------------------------|
| 2300336    | 0     | 4/1/2023 9:06:00 AM  | 1211 Woody W, Moberly, MO 65270      |
| 2300337    | 0     | 4/1/2023 11:29:06 AM | 529 HIGHWAY 24, Moberly, MO 65270    |
| 2300339    | 0     | 4/1/2023 2:20:36 PM  | 630 PORTER, Moberly, MO 65270        |
| 2300341    | 0     | 4/1/2023 10:57:36 PM | 208 S Fourth ST, Moberly, MO 65270   |
| 2300342    | 0     | 4/2/2023 12:43:33 PM | 320 VINCENT TER, Moberly, MO 65270   |
| 2300348    | 0     | 4/3/2023 6:09:33 PM  | 310 S Clark ST, Moberly, MO 65270    |
| 2300349    | 0     | 4/3/2023 6:26:32 PM  | rollins & W Outer RD, Moberly, MO    |
| 2300350    | 0     | 4/3/2023 7:00:40 PM  | 1222 Hurley AVE, Moberly, MO 65270   |
| 2300351    | 0     | 4/4/2023 3:01:23 AM  | 111 S WILLIAMS ST, Moberly, MO 65270 |



|         |   |                      |   |
|---------|---|----------------------|---|
| 2300354 | 0 | 4/4/2023 11:39:29 AM | 622 UNION, Moberly, MO 65270                              |
| 2300355 | 0 | 4/4/2023 12:59:36 PM | 408 PATTON, Moberly, MO 65270                             |
| 2300356 | 0 | 4/4/2023 3:40:59 PM  | 1222 Hurley AVE, Moberly, MO 65270                        |
| 2300358 | 0 | 4/5/2023 3:13:55 AM  | 800 SINNOCK #9, Moberly, MO 65270                         |
| 2300361 | 0 | 4/5/2023 8:15:47 PM  | W Outer Road near the MRMC ER entrance, Moberly, MO 65270 |
| 2300362 | 0 | 4/6/2023 1:02:38 AM  | 1210 CONCANNON ST, Moberly, MO 65270                      |
| 2300363 | 0 | 4/6/2023 4:10:48 AM  | 1210 CONCANNON ST, Moberly, MO 65270                      |
| 2300365 | 0 | 4/6/2023 5:57:02 PM  | 1320 HIGHWAY 24, Moberly, MO 65270                        |
| 2300369 | 0 | 4/7/2023 2:04:41 PM  | 1800 E OUTER RD, Moberly, MO 65270                        |
| 2300375 | 0 | 4/8/2023 5:40:57 PM  | 1831 RAVENWOOD DR #23, Moberly, MO 65270                  |
| 2300376 | 0 | 4/8/2023 5:46:43 PM  | 2251 SILVA LN #17, Moberly, MO 65270                      |
| 2300377 | 0 | 4/8/2023 6:09:34 PM  | 512 BARROW ST, Moberly, MO 65270                          |
| 2300379 | 0 | 4/9/2023 8:04:23 AM  | 1075 E Urbandale DR, Moberly, MO 65270                    |
| 2300381 | 0 | 4/9/2023 7:05:58 PM  | 1210 Concannon ST, Moberly, MO 65270                      |
| 2300382 | 0 | 4/10/2023 8:41:48 AM | 210 N WILLIAMS, Moberly, MO 65270                         |
| 2300383 | 0 | 4/11/2023 5:24:31 AM | 814 SINNOCK, Moberly, MO 65270                            |
| 2300386 | 0 | 4/12/2023 3:45:09 AM | 1442 S Morley ST, Moberly, MO 65270                       |
| 2300390 | 0 | 4/13/2023 9:24:37 AM | 1403 S Morley ST, Moberly, MO 65270                       |
| 2300395 | 0 | 4/17/2023 4:12:00 PM | 606 W Rollins ST, Moberly, MO 65270                       |
| 2300405 | 0 | 4/20/2023 1:01:28 PM | E COATES ST & N AULT ST, Moberly, MO                      |
| 2300407 | 0 | 4/20/2023 8:37:22 PM | 410 WIGHTMAN STS, Moberly, MO 65270                       |
| 2300408 | 0 | 4/21/2023 4:50:10 PM | 1502 S Morley ST #21, Moberly, MO 65270                   |
| 2300409 | 0 | 4/22/2023 4:27:57 PM | 610 GILMAN, Moberly, MO 65270                             |

|         |   |                       |   |
|---------|---|-----------------------|---|
| 2300410 | 0 | 4/23/2023 4:17:17 AM  | 310 S CLARK, Moberly, MO 65270          |
| 2300411 | 0 | 4/23/2023 1:27:02 PM  | 205 FARROR ST #406, Moberly, MO 65270   |
| 2300412 | 0 | 4/23/2023 2:09:33 PM  | 233 BEDFORD ST, Moberly, MO 65270       |
| 2300414 | 0 | 4/23/2023 7:33:56 PM  | 205 FARROR ST #406, Moberly, MO 65270   |
| 2300419 | 0 | 4/24/2023 7:11:13 AM  | 800 Sinnock AVE #34, Moberly, MO 65270  |
| 2300420 | 0 | 4/24/2023 8:36:00 AM  | 1127 Concannon W, Moberly, MO 65270     |
| 2300421 | 0 | 4/24/2023 11:55:11 AM | 533 West End PL, Moberly, MO 65270      |
| 2300424 | 0 | 4/24/2023 6:50:27 PM  | S Morley ST & E Terrill RD, Moberly, MO |
| 2300425 | 0 | 4/24/2023 9:47:26 PM  | 812 W Rollins ST, Moberly, MO 65270     |
| 2300428 | 0 | 4/25/2023 12:00:46 PM | 800 SINNOCK #35, Moberly, MO 65270      |
| 2300429 | 0 | 4/25/2023 5:45:47 PM  | 2251 SILVA #24, Moberly, MO 65270       |
| 2300430 | 0 | 4/26/2023 7:01:00 AM  | 819 Merrill LN, Moberly, MO 65270       |
| 2300431 | 0 | 4/26/2023 10:50:44 AM | 623 S Ault ST, Moberly, MO 65270        |
| 2300432 | 0 | 4/26/2023 1:33:37 PM  | 904 VINCIL ST, Moberly, MO 65270        |
| 2300433 | 0 | 4/26/2023 6:08:31 PM  | W HWY US 24, Moberly, MO 65270          |
| 2300434 | 0 | 4/26/2023 11:26:42 PM | 1315 Lantern's PT, Moberly, MO 65270    |
| 2300435 | 0 | 4/27/2023 9:44:51 AM  | 214 S Ault ST, Moberly, MO 65270        |
| 2300436 | 0 | 4/27/2023 4:05:04 PM  | 1000 Kwix RD, Moberly, MO 65270         |
| 2300438 | 0 | 4/28/2023 4:00:10 AM  | 1203 Valley View W, Moberly, MO 65270   |
| 2300441 | 0 | 4/28/2023 7:13:54 PM  | 906 W Myra ST, Moberly, MO 65270        |
| 2300442 | 0 | 4/28/2023 10:39:42 PM | 201 W Rollins ST, Moberly, MO 65270     |
| 2300445 | 0 | 4/29/2023 10:21:37 PM | 1212 Franklin W, Moberly, MO 65270      |
| 2300446 | 0 | 4/30/2023 5:04:41 AM  | 1212 Shepherd's DR, Moberly, MO 65270   |

|         |   |                      |   |
|---------|---|----------------------|---|
| 2300447 | 0 | 4/30/2023 3:32:04 PM | 1442 S Morley ST, Moberly, MO 65270               |
| 2300448 | 0 | 4/30/2023 3:53:47 PM | 1000 RUSSHAVEN DR, Moberly, MO 65270              |
| 2300450 | 0 | 4/30/2023 9:26:16 PM | Shepherd Brothers BLVD & S Morley ST, Moberly, MO |

**Total Incidents: 58**

**Incident Type:** 4 - Hazardous Condition (No Fire)

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date/Time</b> | <b>Address</b>                            |
|-------------------|--------------|------------------------|---|
| 2300347           | 0            | 4/3/2023 4:10:37 PM    | 101 College AVE, Moberly, MO 65270        |
| 2300357           | 0            | 4/4/2023 4:16:00 PM    | S Morley ST & E Urbandale DR, Moberly, MO |
| 2300380           | 0            | 4/9/2023 3:49:26 PM    | 1515 N Morley ST N, Moberly, MO 65270     |
| 2300422           | 0            | 4/24/2023 3:22:55 PM   | 526 Fisk AVE, Moberly, MO 65270           |

**Total Incidents: 4**

**Incident Type:** 5 - Service Call

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date/Time</b> | <b>Address</b>                              |
|-------------------|--------------|------------------------|---|
| 2300338           | 0            | 4/1/2023 1:18:37 PM    | 1501 MORLEY, Moberly, MO 65270              |
| 2300343           | 0            | 4/3/2023 9:00:00 AM    | 549 W Coates ST, Moberly, MO 65270          |
| 2300344           | 0            | 4/3/2023 10:30:00 AM   | 549 W Coates ST, Moberly, MO 65270          |
| 2300345           | 0            | 4/3/2023 11:45:00 AM   | 742 Meadowbrook CIR, Moberly, MO 65270      |
| 2300352           | 0            | 4/4/2023 10:44:08 AM   | 126 Bedford ST, Moberly, MO 65270           |
| 2300353           | 0            | 4/4/2023 11:00:00 AM   | 742 Meadowbrook CIR, Moberly, MO 65270      |
| 2300359           | 0            | 4/5/2023 11:40:00 AM   | 1344 Lantern Pointe LOOP, Moberly, MO 65270 |
| 2300366           | 0            | 4/7/2023 12:53:34 AM   | S williams & S Grant ST, Moberly, MO        |
| 2300373           | 0            | 4/8/2023 10:46:56 AM   | MORLEY ST & Fulton AVE, Moberly, MO         |
| 2300384           | 0            | 4/11/2023 9:54:00 AM   | 1720 Crete ST, Moberly, MO 65270            |

|         |   |                    |  |
|---------|---|--------------------|--|
| 2300385 | 0 | 4/11/2023 10:16:00 | 711 Vincil ST, Moberly, MO 65270<br>AM       |
| 2300389 | 0 | 4/12/2023 8:42:15  | 441 Sparks AVE, Moberly, MO 65270<br>PM      |
| 2300391 | 0 | 4/13/2023 4:00:00  | 1311 W Woody AVE, Moberly, MO 65270<br>PM    |
| 2300393 | 0 | 4/14/2023 3:42:00  | 518 W Logan ST, Moberly, MO 65270<br>AM      |
| 2300394 | 0 | 4/14/2023 1:05:00  | 202 S Clark ST, Moberly, MO 65270<br>PM      |
| 2300396 | 0 | 4/17/2023 4:40:00  | 303 Hillcrest S, Moberly, MO 65270<br>PM     |
| 2300398 | 0 | 4/19/2023 3:02:00  | 527 W Coates ST, Moberly, MO 65270<br>PM     |
| 2300399 | 0 | 4/19/2023 8:08:20  | 1009 Holman RD, Moberly, MO 65270<br>PM      |
| 2300401 | 0 | 4/20/2023 9:00:00  | 945 W Rollins ST #A, Moberly, MO 65270<br>AM |
| 2300402 | 0 | 4/20/2023 9:25:00  | 945 W Rollins ST #B, Moberly, MO 65270<br>AM |
| 2300403 | 0 | 4/20/2023 9:45:00  | 541 Woodland AVE, Moberly, MO 65270<br>AM    |
| 2300404 | 0 | 4/20/2023 10:10:00 | 417 Jefferson AVE, Moberly, MO 65270<br>AM   |
| 2300427 | 0 | 4/25/2023 8:02:12  | 326 MORLEY, Moberly, MO 65270<br>AM          |
| 2300437 | 0 | 4/27/2023 2:00:00  | 401 S Williams ST, Moberly, MO 65270<br>PM   |
| 2300440 | 0 | 4/28/2023 1:30:00  | 1529 Union AVE, Moberly, MO 65270<br>PM      |

**Total Incidents: 25**

**Incident Type:** 6 - Good Intent Call

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date/Time</b> | <b>Address</b>                                    |
|-------------------|--------------|------------------------|---|
| 2300360           | 0            | 4/5/2023 12:33:19      | 1331 URBANDALE, Moberly, MO 65270<br>PM           |
| 2300371           | 0            | 4/7/2023 10:37:44      | 1900 HIGHWAY DD, Moberly, MO 65270<br>PM          |
| 2300406           | 0            | 4/20/2023 6:27:50      | 1339 Lantern Pointe LOOP, Moberly, MO 65270<br>PM |
| 2300443           | 0            | 4/29/2023 12:04:41     | 721 Benson ST W, Moberly, MO 65270<br>AM          |
| 2300449           | 0            | 4/30/2023 8:20:44      | 216 S 4TH ST S, Moberly, MO 65270<br>PM           |

**Total Incidents: 5**

**Incident Type:** 7 - False Alarm & False Call

| Incident # | Exp # | Alarm Date/Time       | Address                                |
|------------|-------|-----------------------|--|
| 2300340    | 0     | 4/1/2023 2:34:00 PM   | 1100 E Logan ST, Moberly, MO 65270     |
| 2300364    | 0     | 4/6/2023 12:43:00 PM  | 800 Sinnock AVE #38, Moberly, MO 65270 |
| 2300372    | 0     | 4/8/2023 4:46:27 AM   | 909 Porter ST, Moberly, MO 65270       |
| 2300378    | 0     | 4/8/2023 9:03:08 PM   | 904 VINCIL ST, Moberly, MO 65270       |
| 2300387    | 0     | 4/12/2023 12:26:10 PM | 528 Farror ST, Moberly, MO 65270       |
| 2300392    | 0     | 4/14/2023 2:25:14 PM  | 210 S Williams ST, Moberly, MO 65270   |
| 2300397    | 0     | 4/18/2023 10:51:31 AM | 607 Fowler RD, Moberly, MO 65270       |
| 2300413    | 0     | 4/23/2023 6:48:16 PM  | 1600 DD HWY, Moberly, MO 65270         |
| 2300415    | 0     | 4/23/2023 8:44:16 PM  | 520 E LOGAN ST, Moberly, MO 65270      |
| 2300416    | 0     | 4/23/2023 8:51:17 PM  | 408 FULTON AVE, Moberly, MO 65270      |
| 2300418    | 0     | 4/24/2023 6:16:51 AM  | 2041 Silva LN, Moberly, MO 65270       |
| 2300423    | 0     | 4/24/2023 6:27:00 PM  | 1177 N Morley ST, Moberly, MO 65270    |
| 2300426    | 0     | 4/25/2023 5:02:00 AM  | 612 W Coates ST, Moberly, MO 65270     |

**Total Incidents: 13**

**Incident Type:** 9 - Special Incident Type

| Incident # | Exp # | Alarm Date/Time      | Address                        |
|------------|-------|----------------------|--------------------------------|
| 2300444    | 0     | 4/29/2023 5:18:55 PM | 828 Bond ST, Moberly, MO 65270 |

**Total Incidents: 1**

**Total Number of Distict Incidents: 115**



**Total Number of Distict Incident Types: 30**

**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '4/1/2023 12:00:00 AM' and '4/30/2023 11:59:59 PM'

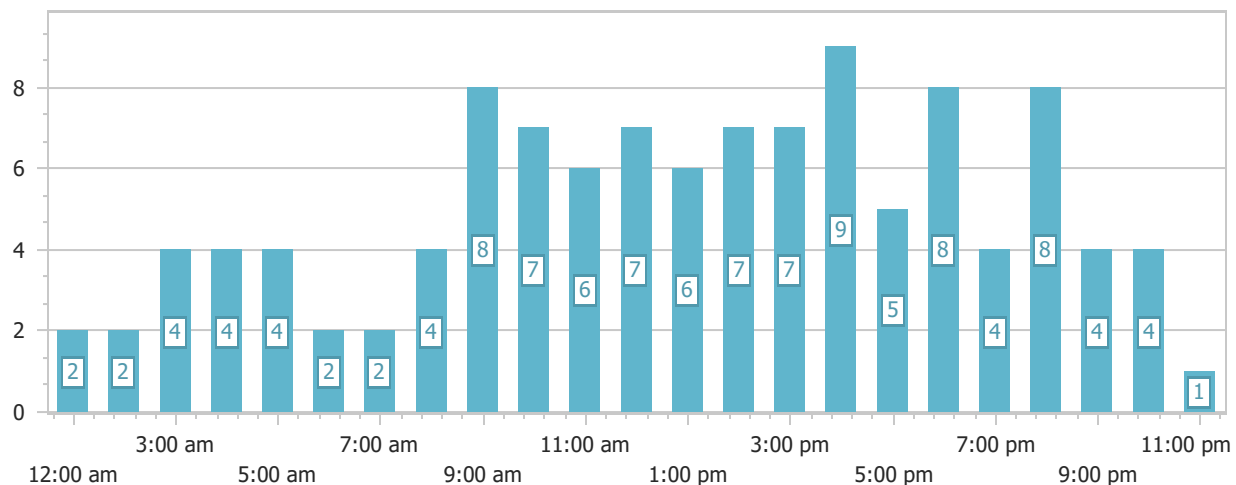


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Time of Day, Detailed



#### 12:00 am

| Incident # | Exp # | Alarm Date | Incident Type                            |
|------------|-------|------------|--|
| 2300366    | 0     | 4/7/2023   | 5311 - Report of odor with nothing found |
| 2300443    | 0     | 4/29/2023  | 611 - Dispatched & canceled en route     |

**Total Number of Incidents:** 2

#### 1:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300362    | 0     | 4/6/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300367    | 0     | 4/7/2023   | 1513 - Yard Waste/ Refuse Fire                         |

**Total Number of Incidents:** 2

#### 3:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300351    | 0     | 4/4/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300358    | 0     | 4/5/2023   | 331 - Lock-in (if lock out , use 511 )                 |

|         |   |           |                                 |
|---------|---|-----------|---------------------------------|
| 2300386 | 0 | 4/12/2023 | 3112 - Lift Assistance          |
| 2300393 | 0 | 4/14/2023 | 5001 - Gas Appliance Inspection |

**Total Number of Incidents:** 4

#### 4:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300363    | 0     | 4/6/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300372    | 0     | 4/8/2023   | 735 - Alarm system sounded due to malfunction          |
| 2300410    | 0     | 4/23/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300438    | 0     | 4/28/2023  | 3112 - Lift Assistance                                 |

**Total Number of Incidents:** 4

#### 5:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300368    | 0     | 4/7/2023   | 1513 - Yard Waste/ Refuse Fire                           |
| 2300383    | 0     | 4/11/2023  | 321 - EMS call, excluding vehicle accident with injury   |
| 2300426    | 0     | 4/25/2023  | 743 - Smoke detector activation, no fire - unintentional |
| 2300446    | 0     | 4/30/2023  | 321 - EMS call, excluding vehicle accident with injury   |

**Total Number of Incidents:** 4

#### 6:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300400    | 0     | 4/20/2023  | 1511 - Household Refuse Fire                           |
| 2300418    | 0     | 4/24/2023  | 745 - Alarm system activation, no fire - unintentional |

**Total Number of Incidents:** 2

#### 7:00 am

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300419    | 0     | 4/24/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300430    | 0     | 4/26/2023  | 3112 - Lift Assistance                                 |

**Total Number of Incidents:** 2

**8:00 am**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>                                   |
|-------------------|--------------|-------------------|--|
| 2300379           | 0            | 4/9/2023          | 321 - EMS call, excluding vehicle accident with injury |
| 2300382           | 0            | 4/10/2023         | 3113 - Standby, No care provided                       |
| 2300420           | 0            | 4/24/2023         | 321 - EMS call, excluding vehicle accident with injury |
| 2300427           | 0            | 4/25/2023         | 554 - Assist invalid                                   |

**Total Number of Incidents:** 4**9:00 am**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>                                   |
|-------------------|--------------|-------------------|--|
| 2300336           | 0            | 4/1/2023          | 3112 - Lift Assistance                                 |
| 2300343           | 0            | 4/3/2023          | 5005 - CFO Inspection                                  |
| 2300384           | 0            | 4/11/2023         | 5001 - Gas Appliance Inspection                        |
| 2300390           | 0            | 4/13/2023         | 322 - Motor vehicle accident with injuries             |
| 2300401           | 0            | 4/20/2023         | 5001 - Gas Appliance Inspection                        |
| 2300402           | 0            | 4/20/2023         | 5001 - Gas Appliance Inspection                        |
| 2300403           | 0            | 4/20/2023         | 5001 - Gas Appliance Inspection                        |
| 2300435           | 0            | 4/27/2023         | 321 - EMS call, excluding vehicle accident with injury |

**Total Number of Incidents:** 8**10:00 am**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>                                   |
|-------------------|--------------|-------------------|--|
| 2300344           | 0            | 4/3/2023          | 5001 - Gas Appliance Inspection                        |
| 2300352           | 0            | 4/4/2023          | 561 - Unauthorized burning                             |
| 2300373           | 0            | 4/8/2023          | 551 - Assist police or other governmental agency       |
| 2300385           | 0            | 4/11/2023         | 5001 - Gas Appliance Inspection                        |
| 2300397           | 0            | 4/18/2023         | 700 - False alarm or false call, other                 |
| 2300404           | 0            | 4/20/2023         | 5001 - Gas Appliance Inspection                        |
| 2300431           | 0            | 4/26/2023         | 321 - EMS call, excluding vehicle accident with injury |

**Total Number of Incidents:** 7**11:00 am**



| Incident # | Exp # | Alarm Date | Incident Type                         |
|------------|-------|------------|---------------------------------------|
| 2300337    | 0     | 4/1/2023   | 311 - Medical assist, assist EMS crew |
| 2300345    | 0     | 4/3/2023   | 5001 - Gas Appliance Inspection       |
| 2300353    | 0     | 4/4/2023   | 5001 - Gas Appliance Inspection       |
| 2300354    | 0     | 4/4/2023   | 3112 - Lift Assistance                |
| 2300359    | 0     | 4/5/2023   | 5001 - Gas Appliance Inspection       |
| 2300421    | 0     | 4/24/2023  | 3112 - Lift Assistance                |

**Total Number of Incidents:** 6

#### 12:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300342    | 0     | 4/2/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300355    | 0     | 4/4/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300360    | 0     | 4/5/2023   | 611 - Dispatched & canceled en route                   |
| 2300364    | 0     | 4/6/2023   | 700 - False alarm or false call, other                 |
| 2300387    | 0     | 4/12/2023  | 700 - False alarm or false call, other                 |
| 2300428    | 0     | 4/25/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300439    | 0     | 4/28/2023  | 142 - Brush or brush-and-grass mixture fire            |

**Total Number of Incidents:** 7

#### 1:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300338    | 0     | 4/1/2023   | 551 - Assist police or other governmental agency       |
| 2300394    | 0     | 4/14/2023  | 5001 - Gas Appliance Inspection                        |
| 2300405    | 0     | 4/20/2023  | 311 - Medical assist, assist EMS crew                  |
| 2300411    | 0     | 4/23/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300432    | 0     | 4/26/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300440    | 0     | 4/28/2023  | 5005 - CFO Inspection                                  |

**Total Number of Incidents:** 6

#### 2:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300339    | 0     | 4/1/2023   | 3112 - Lift Assistance                                 |
| 2300340    | 0     | 4/1/2023   | 746 - Carbon monoxide detector activation, no CO       |
| 2300369    | 0     | 4/7/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300374    | 0     | 4/8/2023   | 151 - Outside rubbish, trash or waste fire             |
| 2300392    | 0     | 4/14/2023  | 745 - Alarm system activation, no fire - unintentional |
| 2300412    | 0     | 4/23/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300437    | 0     | 4/27/2023  | 5001 - Gas Appliance Inspection                        |

**Total Number of Incidents:** 7

### 3:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300346    | 0     | 4/3/2023   | 1513 - Yard Waste/ Refuse Fire                         |
| 2300356    | 0     | 4/4/2023   | 324 - Motor vehicle accident with no injuries.         |
| 2300380    | 0     | 4/9/2023   | 412 - Gas leak (natural gas or LPG)                    |
| 2300398    | 0     | 4/19/2023  | 5001 - Gas Appliance Inspection                        |
| 2300422    | 0     | 4/24/2023  | 444 - Power line down                                  |
| 2300447    | 0     | 4/30/2023  | 3112 - Lift Assistance                                 |
| 2300448    | 0     | 4/30/2023  | 321 - EMS call, excluding vehicle accident with injury |

**Total Number of Incidents:** 7

### 4:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300347    | 0     | 4/3/2023   | 412 - Gas leak (natural gas or LPG)                    |
| 2300357    | 0     | 4/4/2023   | 463 - Vehicle accident, general cleanup                |
| 2300388    | 0     | 4/12/2023  | 1511 - Household Refuse Fire                           |
| 2300391    | 0     | 4/13/2023  | 5001 - Gas Appliance Inspection                        |
| 2300395    | 0     | 4/17/2023  | 3113 - Standby, No care provided                       |
| 2300396    | 0     | 4/17/2023  | 5001 - Gas Appliance Inspection                        |
| 2300408    | 0     | 4/21/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300409    | 0     | 4/22/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300436    | 0     | 4/27/2023  | 321 - EMS call, excluding vehicle accident with injury |

**Total Number of Incidents:** 9**5:00 pm**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>             |
|-------------------|--------------|-------------------|----------------------------------|
| 2300365           | 0            | 4/6/2023          | 3112 - Lift Assistance           |
| 2300375           | 0            | 4/8/2023          | 3112 - Lift Assistance           |
| 2300376           | 0            | 4/8/2023          | 3112 - Lift Assistance           |
| 2300429           | 0            | 4/25/2023         | 3113 - Standby, No care provided |
| 2300444           | 0            | 4/29/2023         | 911 - Citizen complaint          |

**Total Number of Incidents:** 5**6:00 pm**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>                                   |
|-------------------|--------------|-------------------|--|
| 2300348           | 0            | 4/3/2023          | 321 - EMS call, excluding vehicle accident with injury |
| 2300349           | 0            | 4/3/2023          | 322 - Motor vehicle accident with injuries             |
| 2300377           | 0            | 4/8/2023          | 3112 - Lift Assistance                                 |
| 2300406           | 0            | 4/20/2023         | 611 - Dispatched & canceled en route                   |
| 2300413           | 0            | 4/23/2023         | 745 - Alarm system activation, no fire - unintentional |
| 2300423           | 0            | 4/24/2023         | 700 - False alarm or false call, other                 |
| 2300424           | 0            | 4/24/2023         | 322 - Motor vehicle accident with injuries             |
| 2300433           | 0            | 4/26/2023         | 324 - Motor vehicle accident with no injuries.         |

**Total Number of Incidents:** 8**7:00 pm**

| <b>Incident #</b> | <b>Exp #</b> | <b>Alarm Date</b> | <b>Incident Type</b>                                   |
|-------------------|--------------|-------------------|--|
| 2300350           | 0            | 4/3/2023          | 311 - Medical assist, assist EMS crew                  |
| 2300381           | 0            | 4/9/2023          | 321 - EMS call, excluding vehicle accident with injury |
| 2300414           | 0            | 4/23/2023         | 321 - EMS call, excluding vehicle accident with injury |
| 2300441           | 0            | 4/28/2023         | 3112 - Lift Assistance                                 |

**Total Number of Incidents:** 4**8:00 pm**

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300361    | 0     | 4/5/2023   | 322 - Motor vehicle accident with injuries             |
| 2300370    | 0     | 4/7/2023   | 131 - Passenger vehicle fire                           |
| 2300389    | 0     | 4/12/2023  | 561 - Unauthorized burning                             |
| 2300399    | 0     | 4/19/2023  | 561 - Unauthorized burning                             |
| 2300407    | 0     | 4/20/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300415    | 0     | 4/23/2023  | 7401 - Unintentional alarm transmission medical        |
| 2300416    | 0     | 4/23/2023  | 745 - Alarm system activation, no fire - unintentional |
| 2300449    | 0     | 4/30/2023  | 611 - Dispatched & canceled en route                   |

**Total Number of Incidents:** 8

#### 9:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300378    | 0     | 4/8/2023   | 733 - Smoke detector activation due to malfunction     |
| 2300417    | 0     | 4/23/2023  | 1513 - Yard Waste/ Refuse Fire                         |
| 2300425    | 0     | 4/24/2023  | 321 - EMS call, excluding vehicle accident with injury |
| 2300450    | 0     | 4/30/2023  | 322 - Motor vehicle accident with injuries             |

**Total Number of Incidents:** 4

#### 10:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300341    | 0     | 4/1/2023   | 321 - EMS call, excluding vehicle accident with injury |
| 2300371    | 0     | 4/7/2023   | 611 - Dispatched & canceled en route                   |
| 2300442    | 0     | 4/28/2023  | 3112 - Lift Assistance                                 |
| 2300445    | 0     | 4/29/2023  | 3112 - Lift Assistance                                 |

**Total Number of Incidents:** 4

#### 11:00 pm

| Incident # | Exp # | Alarm Date | Incident Type  |
|------------|-------|------------|--|
| 2300434    | 0     | 4/26/2023  | 321 - EMS call, excluding vehicle accident with injury |

**Total Number of Incidents:** 1

**Report Filter Settings**

**Report Name:** Incident Reports by Time of Day, Detailed

**Filter Name:** last month

**Filter Expression:** [AlarmDateTime] is between '4/1/2023 12:00:00 AM' and '4/30/2023 11:59:59 PM'





Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## *City of Moberly Fire Department*

310 N. Clark  
 Moberly, MO 65270-1520

### **Incident Reports by Apparatus, Summary**

| <b>Apparatus:</b>                     | <b>Total Number of Incidents Responded to:</b> |
|---------------------------------------|--|
| 301 Command<br>Ford F250              | 33   |
| 302 - 2014<br>Saber                   | 42   |
| 303- 2022<br>Commander                | 50   |
| 304 - 2002<br>Contender               | 12   |
| 306 - 2011<br>Ford F350               | 1  |
| 313 - 2008<br>Command<br>Vehicle      | 45   |
| 315 - 2007<br>Chevy Pickup            | 1  |
| <b>Total Number of Incidents: 114</b> |  |

**Report Filter Settings**

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '4/1/2023 00:00' and '4/30/2023 23:59'

In House Training Hours  
A Shift

| Date         | Class Title                 | Class<br>Hrs. | Dutton<br>Hrs. | Wolverton<br>Hrs. | Brockman<br>Hrs. | Ballow<br>Hrs. | Boeding<br>Hrs. | Fulks<br>Hrs. | Stone<br>Hrs. | Hrs. |     |
|--------------|-----------------------------|---------------|----------------|-------------------|------------------|----------------|-----------------|---------------|---------------|------|-----|
| 4/4/2023     | YMCA                        | 1             | 1              | 1                 | 0                | 0              | 1               | 0             | 0             |      |     |
| 4/4/2023     | Rope Rescue                 | 4             | 4              | 4                 | 0                | 0              | 4               | 0             | 4             |      |     |
| 4/7/2023     | YMCA                        | 1             | 1              | 1                 | 0                | 0              | 1               | 1             | 1             |      |     |
| 4/10/2023    | YMCA                        | 1             | 0              | 1                 | 1                | 0              | 1               | 1             | 1             |      |     |
| 4/13/2023    | YMCA                        | 1             | 1              | 1                 | 1                | 0              | 1               | 1             | 1             |      |     |
| 4/13/2023    | K-12 Forceable Entry        | 4             | 4              | 4                 | 4                | 0              | 4               | 4             | 4             |      |     |
| 4/19/2023    | YMCA                        | 1             | 0              | 0                 | 1                | 1              | 1               | 0             | 1             |      |     |
| 4/19/2023    | Water supply/ Inspections   | 4             | 0              | 4                 | 4                | 4              | 4               | 0             | 4             |      |     |
| 4/22/2023    | Structural Collapse         | 4             | 0              | 4                 | 4                | 4              | 4               | 0             | 4             |      |     |
| 4/25/2023    | Officer Training            | 4             | 4              | 4                 | 0                | 0              | 0               | 0             | 0             |      |     |
| 4/25/2023    | Hose Testing/Truck Training | 3             | 0              | 0                 | 3                | 3              | 3               |               | 3             |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
|              |                             |               |                |                   |                  |                |                 |               |               |      |     |
| <b>Hours</b> |                             | 28            | 15             | 24                | 18               | 12             | 24              | 7             | 23            | 0    | 123 |

B Shift

#21.

[illegible]



#21.

653





Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Hydrant Flow Tests by Hydrant Number

#### Hydrant Number: 4W00

**Location:** 1414 RT.JJ, Moberly, MO **Color:** Green  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/24/2024 **Make:**

| FLOW TEST SUMMARY |              | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date         | Test Purpose |                     |                      |                    |                   |                                |                    |
| 04/19/2023        |              | 1472                | 1153                 | 55                 | 30                | 32                             | 919                |

#### Hydrant Number: 4W001

**Location:** Huntsville AVE, Moberly, MO **Color:** Orange  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 04/18/2024 **Make:**

| FLOW TEST SUMMARY |              | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date         | Test Purpose |                     |                      |                    |                   |                                |                    |
| 04/19/2023        |              | 1761                | 1336                 | 50                 | 30                | 35                             | 919                |

#### Hydrant Number: 4W002

**Location:** Filter Plant / N. Side, Moberly, MO **Color:** Orange

**District:** WARD FOUR      **Township:**  
**Next Test Date:** 04/26/2023

**Year:**  
**Make:**

| <i>FLOW TEST SUMMARY</i> |              | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|--------------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date                | Test Purpose |                     |                      |                    |                   |                                |                    |
| 04/19/2023               |              | 1761                | 1336                 | 50                 | 30                | 35                             | 919                |

**Hydrant Number: 4W003**

**Location:** Filter Plant / E. side, Moberly, MO  
**District:** WARD FOUR      **Township:**  
**Next Test Date:** 04/19/2024

**Color:** Orange  
**Year:**  
**Make:**

| <i>FLOW TEST SUMMARY</i> |              | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|--------------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date                | Test Purpose |                     |                      |                    |                   |                                |                    |
| 04/19/2023               |              | 1220                | 980                  | 60                 | 25                | 30                             | 839                |

**Hydrant Number: 4W004**

**Location:** 1400 Hurley, Moberly, MO  
**District:** WARD FOUR      **Township:**  
**Next Test Date:** 04/19/2024

**Color:** Orange  
**Year:**  
**Make:**

| <i>FLOW TEST SUMMARY</i> |              | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|--------------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date                | Test Purpose |                     |                      |                    |                   |                                |                    |
| 04/19/2023               |              | 1376                | 1044                 | 50                 | 25                | 30                             | 839                |

**Hydrant Number: 4W005**

**Location:** 1309 Wight, Moberly, MO  
**District:** WARD FOUR      **Township:**

**Color:** Orange  
**Year:**

Next Test Date: 04/18/2024

Make:

| FLOW TEST SUMMARY |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date         | Test Purpose |               |                |                 |                |                          |                 |
| 04/19/2023        |              | 1376          | 1044           | 50              | 25             | 30                       | 839             |

Hydrant Number: 4W007

Location: 1461 RT. JJ, Moberly, MO

Color: Orange

District: WARD FOUR

Township:

Year:

Next Test Date: 05/24/2024

Make:

| FLOW TEST SUMMARY |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date         | Test Purpose |               |                |                 |                |                          |                 |
| 04/19/2023        |              | 1639          | 1284           | 55              | 32             | 35                       | 949             |

Hydrant Number: 4W007A

Location: CR 1217, Moberly, MO

Color: Orange

District: WARD FOUR

Township:

Year:

Next Test Date: 04/26/2024

Make:

| FLOW TEST SUMMARY |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date         | Test Purpose |               |                |                 |                |                          |                 |
| 04/19/2023        |              | 1874          | 1423           | 50              | 34             | 35                       | 978             |

Hydrant Number: 4W008

Location: 1251 County Road 1217, Moberly, MO

Color: Blue

District: WARD FOUR

Township:

Year:

Next Test Date: 05/24/2024

Make: Mueller

**FLOW TEST SUMMARY**

| Test Date  | Test Purpose | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 04/19/2023 |              | 1140          | 893            | 55              | 24             | 25                       | 822             |

**Hydrant Number: 4W009****Location:** Rothwell Park, Moberly, MO**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 04/26/2024**Make:****FLOW TEST SUMMARY**

| Test Date  | Test Purpose | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 04/19/2023 |              | 938           | 712            | 50              | 18             | 20                       | 712             |

**Hydrant Number: 4W010****Location:** Rothwell Park, Moberly, MO 65270**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 04/18/2024**Make:****FLOW TEST SUMMARY**

| Test Date  | Test Purpose | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 04/19/2023 |              | 958           | 750            | 55              | 20             | 20                       | 750             |

**Hydrant Number: 4W011****Location:** Rothwell Park RD, Moberly, MO 65270**Color:** Red**District:** WARD FOUR**Township:****Year:****Next Test Date:** 04/18/2024**Make:****FLOW TEST SUMMARY**

| Flow at | Flow at | Static | Pitot | Actual Residual | Calculated |
|---------|---------|--------|-------|-----------------|------------|
|---------|---------|--------|-------|-----------------|------------|

| Test Date  | Test Purpose | 0 PSI | 20 PSI | Pressure | Pressure | Pressure | Flow |
|------------|--------------|-------|--------|----------|----------|----------|------|
| 04/19/2023 |              | 599   | 454    | 50       | 10       | 10       | 531  |

**Hydrant Number: 4W012**

**Location:** Rothwell Park RD, Moberly, MO 65270 **Color:** Red  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 04/18/2024 **Make:**

| <i>FLOW TEST SUMMARY</i> |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|--------------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date                | Test Purpose | 0 PSI         | 20 PSI         | Pressure        | Pressure       | Pressure                 | Flow            |
| 04/19/2023               |              | 599           | 454            | 50              | 10             | 10                       | 531             |

**Hydrant Number: 4W013**

**Location:** Rothwell Park RD, Moberly, MO **Color:** Red  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 04/18/2024 **Make:**

| <i>FLOW TEST SUMMARY</i> |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|--------------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date                | Test Purpose | 0 PSI         | 20 PSI         | Pressure        | Pressure       | Pressure                 | Flow            |
| 04/19/2023               |              | 960           | 771            | 60              | 20             | 22                       | 750             |

**Hydrant Number: 4W014**

**Location:** Ball Field Complex, Moberly, MO 65270 **Color:** Red  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 04/18/2024 **Make:** Mueller

| <i>FLOW TEST SUMMARY</i> |              | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|--------------------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| Test Date                | Test Purpose | 0 PSI         | 20 PSI         | Pressure        | Pressure       | Pressure                 | Flow            |



04/19/2023                      886            712            60            18            20            712

### Hydrant Number: 4W015

**Location:** Ball Field Complex, Moberly, MO 65270

**Color:** Red

**District:** WARD FOUR            **Township:**

**Year:**

**Next Test Date:** 04/18/2024

**Make:**

#### FLOW TEST SUMMARY

| Test Date  | Test Purpose | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 04/19/2023 |              | 1041                | 816                  | 55                 | 20                | 25                             | 750                |

### Hydrant Number: 4W016

**Location:** Scott, Moberly, MO 65270

**Color:** Green

**District:** WARD FOUR            **Township:**

**Year:**

**Next Test Date:** 04/18/2024

**Make:**

#### FLOW TEST SUMMARY

| Test Date  | Test Purpose | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 04/19/2023 |              | 2794                | 2189                 | 55                 | 44                | 45                             | 1113               |

### Hydrant Number: 4W017

**Location:** Watson, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR            **Township:**

**Year:**

**Next Test Date:** 04/18/2024

**Make:**

#### FLOW TEST SUMMARY

| Test Date  | Test Purpose | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 04/19/2023 |              | 1100                | 883                  | 60                 | 24                | 25                             | 822                |

**Hydrant Number: 4W017A****Location:** Holman RD & Ellis PL, Moberly, MO**Color:** Green**District:** WARD FOUR      **Township:****Year:****Next Test Date:** 04/18/2024**Make:** American Darley**FLOW TEST SUMMARY**

| Test Date  | Test Purpose | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 04/19/2023 |              | 2353                | 1890                 | 60                 | 44                | 45                             | 1113               |

**Hydrant Number: 4W018****Location:** Watson, Moberly, MO 65270**Color:** Orange**District:** WARD FOUR      **Township:****Year:****Next Test Date:** 04/18/2024**Make:****FLOW TEST SUMMARY**

| Test Date  | Test Purpose | Flow<br>at<br>0 PSI | Flow<br>at<br>20 PSI | Static<br>Pressure | Pitot<br>Pressure | Actual<br>Residual<br>Pressure | Calculated<br>Flow |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 04/19/2023 |              | 1092                | 855                  | 55                 | 22                | 25                             | 787                |

**Report Filter Settings****Report Name:** Hydrant Flow Tests by Test Date**Filter Name:** Last Month**Filter Expression:** [TestDate] is between '4/1/2023 12:00:00 AM' and '4/30/2023 11:59:59 PM'

May 01, 2023 07:02

Page 1 of 1

**Director – Troy Bock**

- Continued coordinating with Bartlett & West on the Kiwanis Park engineering.
- Worked with Wilbert Vault to get the names of 3 confirmed casualties of the Vietnam War from Randolph County inscribed on the back of the existing Vietnam monument.
- Our old Kubota is listed on Purple Wave with a bid due date of May 16<sup>th</sup>.
- Budget work continued in April on the 2023-2024 budget including staff level meetings to reduce the budget gap followed by a meeting with Council. A Park Board Finance Committee meeting was held May 2<sup>nd</sup>.
- Heritage Hills
  - Continues to see new members sign up. There is a net-gain over last year.
  - Replacement of deteriorated sections of cart path and a new path around the practice green are on the docket. We are hoping to have them completed before mid-June.
  - Staff is battling some irrigation system issues (water line break, electrical issue). They are working with contractors to troubleshoot those issues.
- Amphitheater work started and continues. The target is to complete the project by the end of June.
- Additional parking was completed at the shower house in Rothwell Park which will help the campground and miniature railroad. It will soon be striped by Tim Remole.
- Remole striped the parking lot by the old pool.
- I am in talks with Conservation about grant funding for potential burns and invasive treatment for next budget year.
- The Chamber organized a ribbon cutting for the MACC ball fields.

**Administration – Leslie Keeney**

- Assisted Jacob with softball deadline, i.e. contacted coaches, sent rosters and schedules to coaches, etc. Also began the process of obtaining background check information and NAYS class information.
- Made final plans for my last Northeast Region meeting as the Region Director. This has been a good experience and I believe the department has gained many contacts for networking purposes.
- Placed staff and softball T-shirt order for the season. We once again are using the Art Department+Benton business, they are a great local company that is easy to work with and they make a great product.
- Received access to Silver Dollar City Sales Site and tickets for Big Surf so the department can begin selling those to customers.
- Continuing to work on PCI compliance for our credit card payments, Fusion Technologies installed a firewall to the Aquatic Center and Athletic Complex concession stand.
- Oversaw day to day operations of Parks and Recreation Office.

**Park Superintendent – Dirk Miller**

- Worked on replacing gauges on all pump motors and back wash, flow meters, to ensure we are getting accurate readings. Installed all canopies and umbrellas. Scraped, sanded, and painted chipped paint areas inside Pool. Still must power wash off chairs, ottomans, lifeguard chairs, and replace climbing wall rocks; also power washed panels.
- Ground up stumps around Rothwell Park.
- Picked up a trencher from Heritage Hills to lay drainage pipe at Complex Playground and to trench new electric line for Shelter #5.

- Turned on water at Conservation restrooms and the Dog Park fountains. Agee Plumbing came and turned-on water at Pool and Complex. Worked on new water pump for irrigation line for the Complex.
- McCormick removed and replaced the sidewalk at Complex Playground. They are to install a new drainage line to reduce/eliminate the puddling of water in playground and by trees just to the SE end on concession area.
- Planted Memorial tree for Kay Snodgrass and an Arbor Day tree for the mayor.
- Continuing to mow and spray weeds.
- Did Compression test for new Amphitheater and driveway. Needed to remove an additional 6" of dirt and compact with base rock in 6' intervals. L&J has poured the walls, piers, and filled inside with rock. Next will be the flooring and the structure itself. They have also worked on the drainage lines at Riley Pavilion, and the new electrical equipment for the Solar Shelter, Riley Pavilion, Lodge, and Amphitheater.
- Turned on water at Fox and Beuth week of April 3<sup>rd</sup>, started on Conservation, Klein Shelter, Optimist, and Dog Park the following week.
- Completed pump houses at Heritage Hills golf course with last pieces of trim and gutters.
- Working on "fix" for Overlook at Candy Cane; outer posts had begun moving slightly lowering the left side. We will address later this Fall when the water level drops.
- Sprayed for weeds at West 43 and ordered gravel for parking lot and entrance. Also sprayed ball field infields in Parks and around Rothwell.
- Concrete sealer applied to Solar Shelter.
- Had McCormick Concrete come and install six new parking areas at RV bathrooms. Tim Remole is supposed to come and stripe it.
- McCormick is supposed to replace the sidewalk next to Complex playground the week of April 10<sup>th</sup>.
- Scheduled work on the well pump for the Complex, to be done during the timeframe of May 8<sup>th</sup> through May 19<sup>th</sup>.

### **Athletic Complex Supervisor/Sports Manager – Jacob Bunten**

#### **Athletic Complex:**

- Began mowing all turf.
- Pre/post emergent was sprayed on 50 acres at complex, Rothwell Park practice fields, and Fox Park field; Tank mix of Resolute 4FL pre-emergent and Triad Select post-emergent broadleaf herbicide. These two herbicides control crabgrass and eradicate broadleaf weeds (dandelions, clover, etc.)

#### **Sports:**

- Created league schedules for softball summer leagues. Between MPRD, MML, and Optimist we have 111 teams playing at HHAC this summer.
- Began preparation for MML to start their league play on May 8<sup>th</sup> (mounds out, spray infields, bases, etc.)
- MACC baseball/softball continued hosting games throughout the entire month.

### **Recreation Supervisor – Jenna Kitchen**

#### **Events/Marketing**

- Parks and Rec had a booth at the annual Healthy Community Day event held at the Municipal Auditorium.
- Mother Daughter Tea was on Saturday, May 13<sup>th</sup>. 2023, Miss Missouri was our guest.
- June 1<sup>st</sup> is the deadline for June morning and evening swimming lessons.



- The registration deadline for Pickleball and Tennis lessons is Friday, May 26<sup>th</sup>.
- Beginner Kayaking class with the MO Dept. of Conservation starting soon.
- Discover Nature Fishing and beginner fishing classes are held on Thursdays in June.

### **Concessions/Aquatics**

- Complex concessions have started.
- I've wrapped up hiring concessions and lifeguards. We seem to have a great group of kids and I'm excited for the season.
- We have another lifeguard training next week.
- Opening day of the Aquatic Center is Saturday, May 27<sup>th</sup>.



# Monthly Report

## April 2023

#21.

### Parks

|                                  | 2023     |  | 2022   |
|----------------------------------|----------|--|--------|
| Thompson Campground              | 55       | Daily(48) Monthly(6) Tent(1)   | 64     |
| Misc. Thompson Campground        | -        |  | -      |
| Miscellaneous Park Fees          | \$725.00 | MIRMA Lifeguard Ins. Reimb(\$425)<br>Memorial Tree(\$300)  | \$620  |
| Overnight Fishing Passes         | \$0.00   |  | 1      |
| Paddleboat Rental                | -        |  | -      |
| Canoe Storage                    | \$50.00  | Boat Storage(1)  | \$0.00 |
| Archery Range                    | \$10.00  | Archery Fee/Donation(\$10)   | \$0.00 |
| Overlook & Plaza                 | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Midway                           | 2        | <b>Internal:</b> Block for Ampitheater Build(1<br>res. For 29 days) Easter Holiday(1)  | 1      |
| Equestrian Area/<br>Rodeo Ground | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| James Youth Center               | 7        | 4H Meeting(1) Fair Board(1) Birthday<br>Party(2) Private event(1) <b>Internal:</b><br>Hold for 5K(1) Easter Holiday(1)   | 12     |
| Lodge                            | 13       | Unfinished Pieces 5K(1) Baby<br>Showers(4) Celebration of Life(1)<br>Family Reunion(1) Graduation Party(1)<br>Orscheln Work Seminar(1) Wedding &<br>Reception(1) Bridal Shower(1)<br><b>Internal:</b> Blocked for electrical<br>repairs(1) Easter Holiday(1) | 8      |
| Lion's Beuth Park                | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Tannehill Park & Gazebo          | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Depot Park (Entire Park)         | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Rothwell Park 5K / Complex 5K    | 3        | <b>Internal:</b> Hold for 5K Run(1) Easter<br>Holiday(1 for each location)   | 3      |
|                                  | 2023     |  | 2022   |
| Red 1                            | 3        | <b>Internal:</b> MACC Baseball Team<br>Practice & Program(1 res. For 25 days)<br><b>Internal:</b> Block for construction(4<br>days) Easter Holiday(1)  | 1      |
| Red 2                            | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Blue 1                           | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |
| Blue 2                           | 1        | <b>Internal:</b> Easter Holiday(1)   | 1      |

## Fields

|                                     |   |   |    |
|-------------------------------------|---|---|----|
| Blue 3                              | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Green 1                             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Green 2                             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Green 3                             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Green 4                             | 3 | <b>Internal:</b> MACC Softball Team Practice & Program(1 res. For 25 days)<br><b>Internal:</b> Block for construction(4 days) Easter Holiday(1) | 1  |
| Green 5                             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Green 6                             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Groeber                             | 6 | MPRD Softball Practices(3) MML Practices(2) <b>Internal:</b> Easter Holiday(1)  | 10 |
| Meinert                             | 6 | MPRD Softball Practices(2) MML Practices(3) <b>Internal:</b> Easter Holiday(1)  | 2  |
| Patrick                             | 4 | MPRD Softball Practices(2) <b>Internal:</b> Blocked for electrical repairs(1 res. For 5 days) Easter Holiday(1)                                 | 6  |
| Fox Field                           | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Fox Park Pickleball / Tennis Courts | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Batting Cages                       | 2 | <b>Internal:</b> Easter Holiday(1 at each cage)   | 2  |
| Shelter 1 Tennis Courts             | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |
| Wilhite Tennis Courts               | 1 | <b>Internal:</b> Easter Holiday(1)  | 1  |

2023

2022

## Shelters

|                                     |   |  |   |
|-------------------------------------|---|--|---|
| Shelter 1                           | 3 | Disc Golf Tournament(1) Celebration of Life(1) <b>Internal:</b> Easter Holiday(1)                          | 2 |
| Shelter 3                           | 1 | <b>Internal:</b> Easter Holiday(1)   | 1 |
| Shelter 5                           | 3 | Easter BBQ(1) Birthday party(1)<br><b>Internal:</b> Easter Holiday(1)                                      | 3 |
| Fox Park Shelter                    | 3 | Church Ministry(1) Birthday Party(1)<br><b>Internal:</b> Easter Holiday(1)                                 | 3 |
| Klein Shelter                       | 3 | Birthday Parties(2) <b>Internal:</b> Easter Holiday(1)   | 4 |
| Lake Pavilion                       | 3 | Birthday Party (1) Sunrise Church Service(1) Private event(1)  | 3 |
| Riley Pavilion                      | 3 | Unfinished Pieces 5K Run(1) <b>Internal:</b> Block for Amphitheater Build(1 res 28 days) Easter Holiday(1) | 3 |
| Meditation Garden and Legacy Overlo | 1 | <b>Internal:</b> Easter Holiday(1)   | 2 |
| Depot Park Shelter                  | 2 | St. Pius Sketch Day school function<br><b>Internal:</b> Easter Holiday(1)                                  | 1 |

2021

2022

#21.

# Auditorium

# Aquatic Center

# Recreation

|  | 2023 | 2022 |
|--|------|------|
|--|------|------|

Entire Facility

8

Moberly Area Council on the Arts  
Event(1 res. For 2 days) Vietnam  
Dinner(1) Redeemer Easter Services(1)  
Randolph County Republican Lincoln  
Days Dinner(1) Primrose Hill  
Fundraiser dinner(1) JROTC Military  
Ball(1) Dance(1) **Internal:** Fire Dept  
Training(1)

7

|  | 2023 | 2022 |
|--|------|------|
|--|------|------|

Entire Facility

1

**Internal:** Easter Holiday(1)

1

Sunshade Area

1

**Internal:** Easter Holiday(1)

1

252

Easter Egg Hunt(252 participants 163  
goody bags)

215

Director Of Utilities Monthly Report  
April 2023 (Presented At The May 15 City Council Meeting)

**Director's Summary**

Sturgeon & Rollins water line replacement is underway. The timeline for the remaining EDA projects is pointing towards advertisement for bids during the 2<sup>nd</sup> and 3<sup>rd</sup> quarters of 2023 with bid awards to follow receipt of bids and construction on each to be underway sometime during 2023. Other projects underway are the Stormwater 319 Grant Application development along with the Stormwater Master Plan, utility billing kiosk installation and several others.

**Caselle Software:** During April 2023 the conversion from two billing cycles to one took place. This allows each customer to have the same bill due date, reduces the quantity of manual billing tasks, resulting in a more efficient and streamlined process.

**Project Tracking**

WTP Tracer Study testing nearing completion and Jacobs is preparing data model for submittal to DNR.

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement of bids during 3<sup>rd</sup> quarter of 2023.

Northwest Regional Lift Station:

- Design phase underway.
- Additional SRF documents remaining to be submitted for project extension.
- Easements needed for piping routes. Mapping of those easements to begin soon.

WWTP Digester Liner Replacement:

- Design and specifications activities underway. Nearing advertisement for bid stage.

Route JJ:

- Moberly working to obtain easements. 3/48 outstanding easements remain.
- Jacobs to prepare an application for construction permit.

**EDA Infrastructure Grant Projects:** Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. Each project has a 180 day construction timeline. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- Construction permit received.
- Advertisement for Bids is underway. Bid opening is slated for May 24<sup>th</sup>. Acceptance of bids follows approval of bids by EDA.



#### N. Morley Water Main:

- 100% plans and specifications are complete and have been sent to EDA for approval.
- DNR construction permit has been received.
- One easement is not executed as of now.
  - The condemnation process is nearing complete.
  - Process anticipated to complete in May 2023.
- Ready to bid once final easement secured and EDA documents received.

#### Sturgeon and Rollins Water Main:

- Construction underway.
- Construction completion is anticipated by June 30, 2023 and was briefly delayed waiting on receipt of materials, namely the 16" saddles need for relocation of service line connections.

#### Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs. Final scope and specifications discussions with EDA underway.

#### Downtown CSO Storage Facility:

- Construction permit from DNR expected in the next two months.
- Bid and/or construction start date to accommodate 2023 September special events.

#### Industrial Park Stormwater – (Howe Company project)

- Advertisement for bids underway. Award of bid anticipated in May or June 2023.

#### **Dept. Summaries:**

|   |  |
|---|--|
| Drinking Water produced:                      | 32.779 MG (1.093 MG/Day)                           |
| Drinking Water billed:                        | 18.539 MG (0.618 MG/Day) \$270,488 (\$9,016/Day)   |
| Wastewater Treated:                           | 48.543 MG (1.618 MG/Day)                           |
| Wastewater Billed:                            | 17.675 MG (0..589 MG/Day) \$374,006 (\$12,467/Day) |
| Wastewater Discharge Combined Sewer Outfalls: | 0.00 MG  |
| Total April precipitation                     | 0.58 inches  |

|  |            |
|--|------------|
| Monthly Water Production                       | 32,815,686 |
| Monthly Used by City Facilities                | 2,684,498  |
| Accounted for During Water Leaks               | 1,193,763  |
| System Flushing                                | 616,834    |
| Metered & Billed                               | 27,173,014 |
| YTD Avg Water Loss Monthly Avg                 | 7.3%       |
| *Flow #s are 12 month running average, Gallons |            |

## Water Billing Office

- 0 Landlord letters.
- 0 Deposit letters.
- 0 Emails to Landlords. (Conversion to single billing cycle)
- 122 meter technician work orders.
- Received 15 Waste Management calls from customers.

## Distribution and Collection Department and Customer Service

- Repaired 7 water leaks.
- Replaced or removed 10 valves.
- Poured 0 yards of concrete.
- Completed 186 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 1 sewer call.
- 28 staff OT hours.
- Inspected 2,007 feet of sewer line.
- Jetted approximately 11,990 feet of sewer line. (Over 2 miles.)
- Sawed 0 feet of sewer lines to remove roots.

## Water Plant

- WTP staff completed 3,409 lab analyses.
- Analyzed 11 Colilert samples for total coliform.
- Ran hardness sample for wastewater. Worked with Chris from D&C to see when we would be able to run our recovery pump because they were removing roots off Lakewood St. and we couldn't put any water down the sewer. Replaced a mixing motor for our sludge treatment day tank.
- Met with Flow Systems about our sludge trailer and attended a lunch meeting with them and Emily about possibly getting one for de-watering grease at the Morley lift station.
- Went out and got organic-free water from the dialysis clinic.
- Carbon feeder #2 would not start up in auto, tried firing #1 and the screw feeder would not turn so we went back to feeder #2 and ran it in hand. Ran a set of jar tests.
- Carbon feeder #2 stopped feeding carbon, pulled the brushes out of the screw feed motor and replaced them and that did not work. Contacted ChemCo and they said it could be several different things. I asked them to price an expedited motor and gear box.
- Matt and Justin went to a MWWC conference that lasted all day, while we were waiting on the conference to begin Justin got in contact with Galco and ordered a replacement screw feed motor for the carbon silo to be overnighed to the plant. Replaced the sludge trailer tarp cover.
- Completed and e-mailed fluoride contract to the Department of Health and Senior Services. Received screw feed motor from Galco and had NEMO electric help install and wire it up. Carbon feeder was back up and running at 1515 hours.
- Collected TOCs and fluoride samples, took screw feed motor paperwork to city hall and explained to purchasing why we only needed two bids. Chris from NEMO electric was here to finish the sludge trailer electrical outlet. Ordered fluoride supplies for the grant from the Department of Health and Senior Services.
- Had problems with filter run times on our trial study chemical, weekend crew ended up washing 3 out of 4 filters with the last filter plugging up just before shut down.
- Had Jeff Clark at the plant to see a filter wash and discuss possible future filter control upgrades. While they were here they looked at a few issues we were having with flow and differential pressure reading with our filters, as well as some raw water meter and SCADA issues. They were

going to send us a part for a possible solution to the issues we were seeing with the raw water meter and SCADA. Started filling our North upflow basin to get ready to switch back to aluminum sulfate on 4/19.

- Replaced a loose clamp in the carbon silo that was allowing a small leak of carbon to flow from the silo into the carbon building. Inspected equipment being used to feed alum and lime since they had not been used after we cleaned them when going to our trial study chemical.
- Hawkins on site to run some jars and discuss the short comings of the trial study and offer possible solutions if we were to try their chemical again.
- Collected BAC-T samples. Spoke with the Department of Health and Senior Services and got all the paperwork figured out on the grant we received. We will invoice them the total amount and send them copies of the paperwork as we spend it. Met with church staff about the community garden paperwork and got the signatures we needed to move forward and turned it all into City Hall for council approval.
- Attended staff meeting, discussed our breakdowns we have been having, trial study, and tracer study. Sent the contact for 120 Water to Dana. Collected BAC-T samples, and met with Jimmy on 6<sup>th</sup> St. to show them what concrete needed to be removed for the community garden. Attended IControl training and started up our new user accounts.

### **Wastewater Treatment Facility**

- Treated 48.543 MG an average of 1.618 MGD.
- Transferred 1506870 gallons of sludge from the SBRs to the digesters.
- There was 63.18 DT of biosolids applied for the month.
- 0.58 inches of precipitation that fell over a 6-day period.
- Taylor CSO (outfall 002) did not discharge for the month of April.
- Rollins CSO (outfall 003) did not discharge for the month of April.
- Seven Bridges CSO (outfall 004) did not discharge for the month of April.
- Holman Rd CSO (outfall 005) did not discharge for the month of April.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been removing grease from the wet well at Morley Pumpstation on a weekly basis. Floats in the Morley PS have not been working properly due to high grease amounts in the wet well. A total of 10,700 gallons were removed in April. Grease was noticed at the Rollins PS bar screen and the WWTP influent pumpstation.
- WWTP staff welcomed Ted Douglas to the team on April 3<sup>rd</sup>. Welcome Ted!!
- Grease that has been collecting in the Rollins St. PS is being removed and placed in the drying bed on site. Dried grease was hauled to the Columbia Landfill for the month of March.
- Vandevanter Engineering was onsite to discuss possible grease handling at pumpstations.
- Schmitt Irrigation was onsite to do warranty work on the hose reel.
- Swift Prepared Foods and Orschlen Product annual pretreatment inspection and sampling took place.
- Veolia was onsite to conduct operator hands on training in the UV system.
- Mark Willis was onsite to extend the line for the land application process.
- Tony Boone and Justin Simmons were onsite to evaluate seed germination of the land application site. Justin will be spot seeding throughout the area.
- Yearly Mission Controls maintenance was conducted at all pumpstations.
- Emily Lute and Roger Smoot attended nutrients training through Missouri DNR.

### **Water Quality Coordinator (Out on maternity leave)**



# MAY REPORT

## 2023

## SOCIAL MEDIA STATS

### TOP POSTS THIS MONTH

#### INSTAGRAM



**MACC FIELD RIBBON CUTTING VIDEO**  
**34 LIKES**

#### FACEBOOK



**BANQUET AWARD WINNERS POST**  
**REACHED 3,200 PEOPLE**

## TOTAL REACH ON SOCIAL MEDIA THIS MONTH

| Month             | Facebook | Instagram | Twitter | Total         |
|-------------------|----------|-----------|---------|---------------|
| Jan - 2023        | 31,167   | 2,222     | 325     | 33,714 people |
| Feb - 2023        | 48,957   | 4,560     | 1,020   | 54,538 people |
| March - 2023      | 41,282   | 3,206     | 661     | 45,149 people |
| April - 2023      | 61,038   | 3,783     | 684     | 65,505 people |
| As of May 9, 2023 | 53,578   | 2,379     | 143     | 56,100 people |

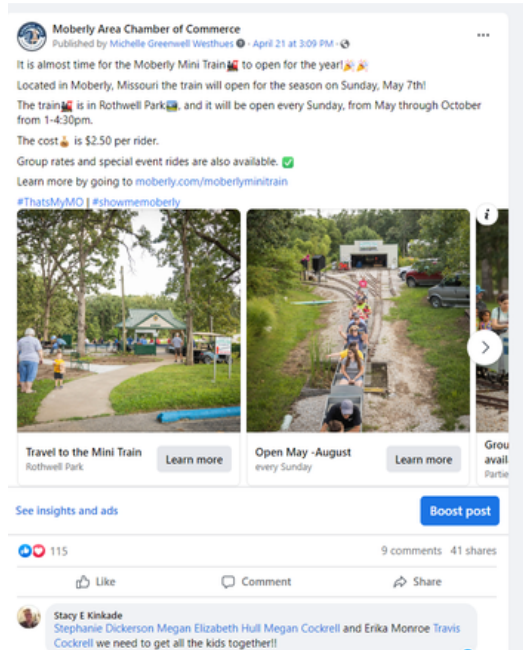




MOBERLY AD PROMOTION

| Medium             | Date Ad Ran        | Reach  | Amount Spent |
|--------------------|--------------------|--------|--------------|
| Facebook/Instagram | April 12 -April 30 | 24,512 | \$500.00     |

This is a overarching Moberly video ad showcasing our amenities and what we have to offer visitors. It was targeted toward the Kansas City Metro Area to reach visitors that were in KC during the NFL Draft and residents that live in that region.



MOBERLY MINI TRAIN AD

| Medium             | Date Ad Ran      | Reach  | Amount Spent |
|--------------------|------------------|--------|--------------|
| Facebook/Instagram | April 22 - May 7 | 18,984 | \$200.00     |

This ad is promoting the opening date of the Moberly Mini Train, one of the top attractions in Rothwell Park. This ad was targeted throughout the entire state of Missouri.



## UNIQUE Summer ACTIVITIES

TO ENJOY IN MOBERLY, MO!





**MOBERLY MOTORSPORTS PARK**  
Under new ownership and a new name, Moberly Motorsports Park has expanded their offerings into adding Trophy Tuesday Summer Series, weekly races and larger races throughout the year. Races start on May 12 and conclude with the largest event of the year, Wiener Nationals on September 3.



**MOBERLY FIVE & DRIVE**  
Who doesn't love the nostalgia of the drive-in? The Moberly Five & Drive is one of three indoor-outdoor theatres in North America. Various new movies play at the drive-in throughout the year. The cost is \$22 per car load.



**ROTHWELL PARK**  
With almost 500 acres Rothwell Park is one of the largest city-owned parks in Missouri. Amenities include: two lakes, Thompson Campground, two disc golf courses, Moberly Aquatic Center, Moberly Mini Train, West 43 Wilderness Area, Howard Hills Athletic Complex and more. Kayaking, fishing, group camping are all permissible.

MISSOURI

PLAN YOUR SUMMER ADVENTURE AT MOBERLY.COM

SHOW-ME MISSOURI MAGAZINE SUMMER EDITION AD

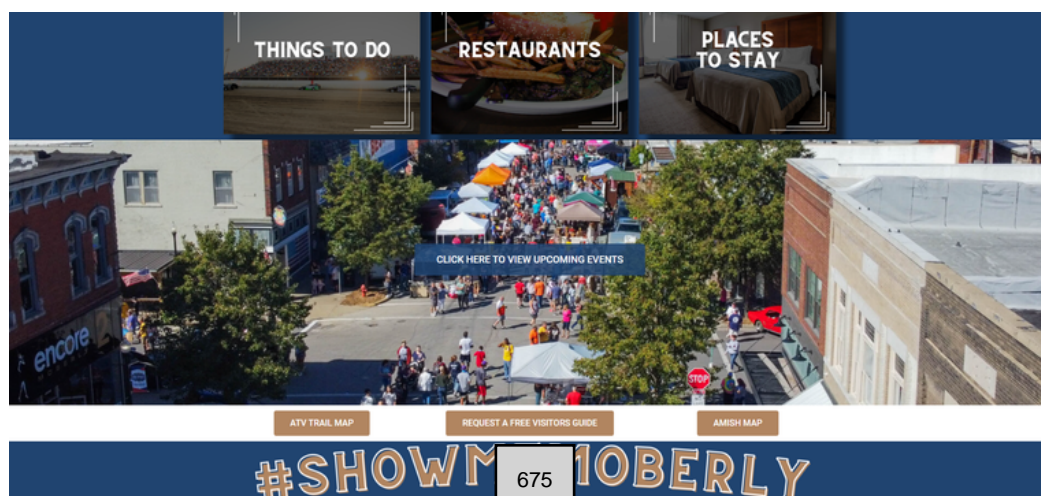
| Medium | Date Ad Ran    | Circulation | Amount Spent |
|--------|----------------|-------------|--------------|
| Print  | Summer Edition | 24,000      | \$750.00     |

| MEDIA                  | 2019               | 2020               | 2021               | 2022               | 2023              |
|------------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| DIGITAL                | \$10,644.12        | \$8,530.54         | \$8,449.00         | \$6,623.69         | \$2,000.00        |
| SHOW ME STRONG DIGITAL | 0                  | \$2,989.99         |                    |                    |                   |
| PRINT                  | \$800.00           | \$1,200.00         | \$2,100.00         | \$3,600.00         | \$1,500.00        |
| RADIO                  | 0                  | \$4,998.00         |                    |                    |                   |
| SEM                    | \$1,332.93         | \$3,465.62         | \$3309.03          |                    |                   |
| BILLBOARD              | 0                  | \$2,000.00         | 0                  |                    |                   |
| TV                     |                    |                    | \$7,224.00         | \$7,014.00         |                   |
| <b>TOTAL:</b>          | <b>\$12,777.05</b> | <b>\$23,184.15</b> | <b>\$12,958.09</b> | <b>\$17,237.69</b> | <b>\$3,500.00</b> |

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE

## OWNED COMMUNICATION ASSETS

- Worked on Over the Edge marketing including a press release, video, email blast & social pushes
- Planned and scheduled social media content
- Gathered photos & videos at Coates Street Corner Grill
- Sent out May Tourism Newsletter
- Updated moberly.com home page to add a refreshing look and made corrections with all other pages as needed
- Celebrated National Travel & Tourism Week and encouraged partners to do the same
- Encouraged partners to add locations to the Missouri Film Office database
- Redesigned summer ad for Show-Me Missouri magazine



# ADDITIONAL ITEMS

#21.

## ARPA Entertainment Industry Grants NEW RELEASE DATE May 11, 2023

[Click here to view details](#)

- Attended Community Betterment Board Meeting, Tourism Commission, 4th Street Theatre Board Meeting & MACA Board Meeting
- Planned Tourism Tuesday and reached out to partners about attending
- Worked on ad designs and finalizing them for the rest of the fiscal year
- Submitted upcoming ads to the Missouri Division of Tourism
- Continued working on Missouri Division of Tourism Marketing Grant submission for ads for July 1, 2023 to June 30, 2023
- Shared ARPA grant information with partners that were eligible
- Sent pitches to the leads sent from the Missouri Division of Tourism to group tour conference planners

Graphic that was in newsletter

## PLANNED ACTIVITIES

- Continued working on Gus Macker and Junk Junktion
- Had final presentation meeting with MU Marketing students on a potential new Halloween event

## TOURISM EVENT RECAP



- April 21-22 You're a Good Man, Charlie Brown Play
- May 7 - Mini Train Opening Day
- May 12 - First Friday Night Cruise and Concert of the Year
- May 13 - Night Series at HLR Motorsports
- May 13 - ASCS National Series at Moberly Motorsports Park

## MONTHLY BILLING

| ITEM # DESCRIPTION               | JAN            | FEB            | MARCH          | APRIL          | MAY            |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|
| 102.000.521: ADVERTISING         | \$1517         | \$1517         | \$1517         | \$1517         | \$1517         |
| 102.000.540: CONTRACT LABOR      | \$5,000        | \$5,000        | \$5,000        | \$5,000        | \$5,000        |
| 102.000.541: ADMINISTRATIVE FEES | \$583          | \$583          | \$583          | \$583          | \$583          |
| <b>TOTAL:</b>                    | <b>\$7,100</b> | <b>\$7,100</b> | <b>\$7,100</b> | <b>\$7,100</b> | <b>\$7,100</b> |

**Moberly Area Economic Development Corporation**  
**Board Report: April 14 – May 11, 2023**  
**Randy Asbury, President, & Kaylee Paffrath, Director of Business Development**

**Goals/Activities for the Past Month**

- (Ongoing) Wrap up the strategic planning process and publicly roll out the final MAEDC strategic planning action items.
- (Ongoing) Begin spring business retention and expansion (BR&E) efforts throughout Howard and Randolph counties.
- (Ongoing) Continue to assist as applicable the Project Glasgow principals.
- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue work with Retail Strategies on potential Howard County sites for a national flag retail store.
- (Ongoing) Continue working on a new marketing plan for all MAEDC efforts.
- (Ongoing) Continue social media and website engagement efforts.
- (Completed) Continue facilitating and hosting various major employers for the KWIXLand in the Morning monthly interviews. The April interview was with JB Waggoner, Inovatia Laboratories.
- (Ongoing) Continue working with the Project Sommelier principal and DED to determine potential state and local incentives and steps forward.
- (Completed) Identify ways to promote MAEDC during the 2023 [Economic Development Week](#) which takes place on May 8-12, 2023.
- (Completed) Process multiple Moberly Depot District grant applications for the CID board.
- (Completed) Oversee the Howard County Strategic Planning Public Forums on April 21.

**Goals/Activities for the Next Month**

- Wrap up the strategic planning process and publicly roll out the final MAEDC strategic planning action items.
- Continue spring business retention and expansion (BR&E) efforts throughout Howard and Randolph counties.
- Continue to assist as applicable the Project Glasgow principals.
- Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- Continue work with Retail Strategies on potential Howard County sites for a national flag retail store.
- Continue working on a new marketing plan for all MAEDC efforts.
- Continue social media and website engagement efforts.
- Continue facilitating and hosting various major employers for the KWIXLand in the Morning monthly interviews. The April interview is with JB Waggoner, Inovatia Laboratories.
- Continue working with the Project Sommelier principal and DED to determine potential state and local incentives and steps forward.
- Work alongside the Moberly Area Chamber staff at the May 17 Job Fair.



- Attend and present grant applications at the Moberly Depot District board meeting.
- Attend the MU Career Accelerator Kickoff event on May 18.
- Attend the May 19 Missouri Northeast meeting in Macon.
- Continue working with the Higbee Rural Housing Association to identify grant and funding opportunities for their renovation project.
- Attend Leadership Northeast Workforce Day in Eolia, Missouri.
- Attend DED's Broadband Meeting – Connecting All Missourians.
- Attend Work Ready Communities Quarterly Alumni Meeting – Topic: Regional Best Practices for Career Navigation.
- Attend Randolph County EXCEL's Annual Membership Meeting.

### **Project Overviews**

**Strategic Planning Initiative** – All individual interviews, focus group, and public forums were completed. We now await a draft Action Plan from strategic planning consultant Jim Fram. Plans are for Mr. Fram to present the report to the MAEDC board in June with a rollout event to occur in July.

### **Other Substantive News & Efforts**

- Completed a residential land tour for a potential Glasgow housing development.
- Joined the Columbia SBDC and a potential Fayette entrepreneur regarding a discussion of a future Fayette business.
- Met with multiple individuals to discuss an out-of-state acquisition of an existing Moberly business that would potentially include 30 new employees.
- Continued discussions with a short line rail service regarding the renovation and use of the Norfolk Southern spur entering the southern portion of the industrial park.
- Attended the Moberly Rotary luncheon with Jim Fram, Community Growth Strategies, LLC, where Mr. Fram completed a strategic plan public forum exercise.
- Attended the organizational luncheon for the Randolph County Industrial Tech Advisory Group.
- Participated in a roundtable discussion facilitated by Jim Fram regarding collaboration measures between the MAEDC and Moberly Area Chamber of Commerce.
- Joined Shari Schenewerk, DED, for introductions and a project summary as led by a Project Sun Power representative.
- Attended the Randolph County Municipalities Meeting.
- Joined City of Moberly and Chamber staff to discuss The Fennel opportunities and remaining project needs.
- Joined City of Moberly and Chamber staff for a tour and presentation to a business potentially interested in The Fennel.
- Attended Higbee Rural Housing Corporation meeting.
- Attended the Moberly Area Chamber of Commerce Annual Banquet.
- Provided U.S. Senator Eric Schmitt's representative, Morgan Corder, a tour of the Moberly Area Industrial Park and surrounding area.
- Joined Columbia SBDC staff for a discussion about an SBDC Road Show for Randolph County to introduce their services for small businesses and entrepreneurs.



- Provided the Moberly Depot District board an explanation of the current PPI and Landlord Property Improvement grant applicant projects. Five applicants submitted estimated renovation investments of over \$103,000 and requested grant assistance of near \$34,000.
- Joined a call with Community Venture Network Executive Director Justin Erickson to discuss CVN services and their upcoming May and September meetings.
- Joined in a MakeMyMove discussion regarding their services to assist in the recruitment of remote-working professionals to our represented communities.
- Attended the monthly “Tourism Tuesday” meeting at the Moberly Area Chamber of Commerce.
- VPCulture Personality Science was held April 28, 2023. Two sessions remain in the series.
- Kaylee attended Leadership Northeast in Hannibal, Missouri.
- Referred Martin Kueckelhan, inventor of The Ham Toner, to the SBDC-Columbia and connected him with Fluid Power Support in Mexico, Mo.
- Social Media Stats:

| <b>Apr-23</b>           | <b>Total</b> | <b>Change</b> |
|-------------------------|--------------|---------------|
| Facebook Page Followers | 2,006        | 3             |
| Facebook Page Reach     | 1,902        | -75.60%       |
| LinkedIn Followers      | 304          | 5             |
| SEO/Website Views       | 661          | 120           |

# City of Moberly

## City Council Agenda Summary

Agenda Number: #22.

Department: Parks and Recreation

Date: May 15, 2023

### Agenda Item: Park Board Appointments

**Summary:** Each year, three Park Board seats are due for reappointment. Terms are three years. This year, the three that are due are Kay Harris, Lindsay Overfelt, and Barry Richardson. Lindsay Overfelt indicated at the April Park Board meeting she is soon anticipating moving just outside City limits and is therefore unable to seek reappointment. Barry Richardson indicated at the February Park Board meeting he will not seek reappointment due to time/family considerations.

The City advertised for Park Board applications. Applications on file include:

1. Kay Harris, seeking reappointment.
2. Betty Hunt
3. John Meystrik
4. Jason Lowry (ineligible due to residence outside City limits)
5. Joe Foster
6. Zach Richardson

At the 05/01/23 Council meeting, the consensus on City Council was to move the nominations of Kay Harris, John Meystrik, and Zach Richardson forward.

### Recommended

**Action:** Approve the three applicants from the May 1<sup>st</sup> work session.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

|   |  |
|---|--|
| <input type="checkbox"/> Memo                   | <input type="checkbox"/> Council Minutes     |
| <input type="checkbox"/> Staff Report           | <input type="checkbox"/> Proposed Ordinance  |
| <input type="checkbox"/> Correspondence         | <input type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation         | <input type="checkbox"/> Attorney's Report   |
| <input type="checkbox"/> P/C Recommendation     | <input type="checkbox"/> Petition            |
| <input type="checkbox"/> P/C Minutes            | <input type="checkbox"/> Contract            |
| <input checked="" 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\_\_\_ **Brubaker**      \_\_\_      \_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of the City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: *Moberly Park Board*

Date: *2/17/2023*

Your Name: *Kay Harris*

Street Address: *924 Eastbrook Circle*

Phone number(s): (evening) *660-263-9093*

(day) *660-651-0020*

Email: *dk.harris@charter.net*

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? *39 years*

Occupation: *Beautician*

*Fayette, MO*

Employer: *Peacock Beauty Shop, (50 years)*

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission? *I have served on the Park Board the past 9 years and would like to continue to be a contributing member. I am involved in other community organizations and find it important to help keep it a highlight of Moberly. I have been a long time community member and take great pride in our parks. I enjoy the park & have watched my entire family, as well as friends benefit from the many opportunities.*

What particular contributions do you feel you can make to this board or commission? *I am a good listener of community needs and a reliable board member with attendance and review of notes prior to board meetings. I am willing to pitch in and help when needed. I feel it is important to support our park director and staff and work together to find ways to continue to improve and maintain our already beautiful park.*

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. Mrs. Pat Rolls \_\_\_\_\_ Phone: *660-833-8590*
2. Mr. Tom Robison \_\_\_\_\_ Phone: *660-263-4349*
3. Mrs. Judy Wetrich \_\_\_\_\_ Phone: *660-263-7392*

*Kay Harris*  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



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Name of Board or Commission: Park Board Date: 3-3-23

Your Name: Betty A. Hunt Street Address: 1107 S. 4th

Phone number(s): (evening) 660-651-7009 (day) SAME

Email: \_\_\_\_\_

Do you live within the corporate limits of City of Moberly? (Yes) No

How long have you been a resident of City of Moberly? 100+

Occupation: hair stylist Employer: SELF

### Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I'm a golfer and been on the board at the time the Moberly County Club was open.

What particular contributions do you feel you can make to this board or commission?

I love the park and the golf course - I think I can help with input on both!

**I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:**

1. Regina Sumner Phone: 660-651-7672
2. Mary Lee Noel Phone: 660-263-7129
3. Scott Cleaunger Phone: 573-881-1256

Betty A. Hunt  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, M



City of

Moberly!

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Name of Board or Commission: Parks & Recreation Board Date: 4/4/2023  
 Your Name: John S. Meystrik Street Address: 24 Urbandale, Moberly MO 65270  
 Phone number(s): (evening) 660-263-4864 (day) 660-269-7270  
 Email: john.meystrick@centralbank.net

Do you live within the corporate limits of City of Moberly? ☒ Yes ☐ No  
 How long have you been a resident of City of Moberly? 26 years  
 Occupation: Senior Vice President- Lending Employer: Central Bank

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I've raised two children who have participated in numerous sports and have utilized the facilities and parks in Moberly. I've assisted on the committees to help pass sales taxes to benefit the park system and I've been a resident of the city for over 26 years, having seen many changes to our parks.

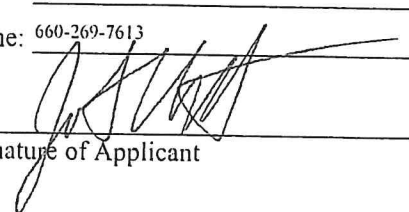
My financial background would assist with fiscal-related matters and I have an interest in the prosperity of the city and its residents and an attractive and enjoyable park system.

What particular contributions do you feel you can make to this board or commission?

I would bring a broad perspective to the board - as a citizen who has benefited from our parks and facilities and one who sees the need for and benefits of a vibrant park system to attract and retain citizens and support economic development.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Mike Riffel Phone: 660-269-7272
2. Russ Kennison Phone: 660-651-2690
3. Troy Bock Phone: 660-269-7613

  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



City of

Moberly!

**Board/Commission Application Form**

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Name of Board or Commission: Parks and Recreation Date: 04/05/2023

Your Name: Jason Lowry Street Address: 2874 Highway EE, Moberly, MO 65270

Phone number(s): (evening) 660-353-1851 (day) same

Email: jlowry1991@gmail.com

Do you live within the corporate limits of City of Moberly? ☒ Yes / No

How long have you been a resident of City of Moberly? over 30 years

Occupation: Project Coordinator Employer: Randolph Co Caring Community

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

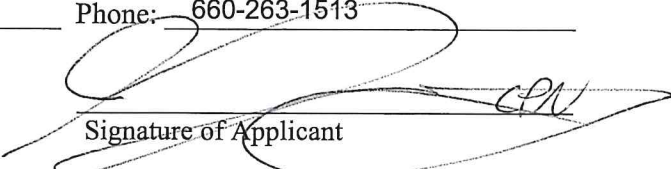
I have good communication skills, good connections to the community. I also LOVE Moberly and look forward to raising my young boys here.

What particular contributions do you feel you can make to this board or commission?

Positive public relations, and no previous commitment to the City of Moberly, so I would be a new set of eyes and ears for our population.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Brian Williams Phone: 660-263-7173
2. Roger Christy Phone: 217-242-0102
3. Dr. Randy Foster Phone: 660-263-1513

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# Moberly!

## Board/Commission Application Form

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Name of Board or Commission: Parks & Recreation Board Date: 04/06/23

Your Name: Sue Foster Street Address: 1401 Cedar Ridge Dr

Phone number(s): (evening) 843-217-2844 (day) Same

Email: SFoster@AECI.org

Do you live within the corporate limits of City of Moberly? (Yes) No

How long have you been a resident of City of Moberly? 4 + yrs

Occupation: Plt Mgr Thomas Hill Employer: AECI

### Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I am an Engineer w/ a MBA as far as education. I have 20-30 yrs experience managing projects & people as well as budgets

I really don't know what skill set would most benefit this board but I like learning & problem solving (Engineering habit). This makes me very adaptable & I can figure out just about anything (or at least know who to talk to)

What particular contributions do you feel you can make to this board or commission?

Not Having lived here my whole life I believe I might be able to provide a fresh perspective. I would like to learn more about public service & how to more actively help out the community in which I live. So this would provide me the opportunity to grow

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Jason St Claire Phone: 573-489-5513
2. Paul Samp Phone: 660-676-8057
3. Dunne Davidson Phone: 660-651-7938

[Signature]  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, M

MO 65270



City of

Moberly!

**Board/Commission Application Form**

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Name of Board or Commission: Moberly Parks and Rec Date: 4/14/2023

Your Name: Zach Richardson Street Address: 1116 Bradford Circle

Phone number(s): (evening) 660-676-4599 (day) 660-269-2690

Email: zrich1989@yahoo.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 10 years

Occupation: Instructor @ Moberly Area Technical Center Employer: Moberly Public School District

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I am the league manager for the Moberly Midget League

I have worked with the MP&R staff for the last 5 years as the MML league manager

What particular contributions do you feel you can make to this board or commission?

I feel I can offer a perspective to the MP&R board as a parent with kids in youth programs, as a Youth League manager and as a frequent user of the park.

I am a former employee of the MP&R

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Aaron Vitt Phone: 660-353-1352
2. Mike Mattox Phone: 660-651-8855
3. Jim Cooksey Phone: 660-651-7659

Zh Rll

Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270