

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**January 18, 2022**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. An Agreement With MoDOT For The Sidewalk Project On Hwy EE (East Rollins).
2. An Ordinance Approving A Cooperative Agreement With Ricky Davis, Jr. For Conveyance Of Real Property.
3. Discussion Regarding A Proposal From Utility Service Company, Inc. For Water Tower Mixer Replacements And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
4. Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Rollins Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
5. Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Sparks Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
6. Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Wicker Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
7. Discussion Of MACC Field Use Agreement.
8. Discussion Of MACC Field Improvements Agreement.
9. Appointment to the Historic Preservation Commission
10. Presentation from McClure on the Marketing Study Report for the Fennel Building.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.  
 Department: Public Works  
 Date: January 18, 2022

**Agenda Item:** An Agreement with MoDOT for the sidewalk project on Hwy EE (East Rollins).

**Summary:** This agreement pertains to the sidewalk project they are doing down the North side of Hwy EE (East Rollins). They are claiming that all the r/w on the South side is City r/w, and as they will be tying in some of their crossing points, they will need to make some improvements on our r/w. This agreement is authorization of that work on our r/w.

**Recommended Action:** Direct staff to bring forward to the February 7, 2022 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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



CCO Form: DE11  
 Approved: 04/93 (CEH)  
 Revised: 03/21 (BDG)  
 Modified:

Municipal Agreement  
 Route: Rt. EE  
 County: Randolph  
 Job No.: J2S3268

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route EE, Randolph County, Job No. J2S3268 shall consist of upgrading pedestrian facilities to comply with the Americans with Disabilities Act Transition Plan from Business 63 to Mayo Street in Moberly .

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Business 63 at Station 7+00, a point on the centerline of Route EE in Section 1, Township 53 North, Range 14 West in Randolph County, run along the existing centerline of Route EE in a generally easterly direction to Station 27+00, the point where the Route EE centerline intersects with Mayo Street in Section 1, Township 53 North, Range 14 West. Length of improvement within the City is 2000 Feet or 0.38 Mile.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J2S3268.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy

Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now

in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The

Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this paragraph.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation

and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(23) COMMISSION REPRESENTATIVE: The Commission's Northeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Commission:  
 Paula Gough, Northeast District Engineer  
 1711 S. Highway 61  
 Hannibal, Mo 63401  
 Facsimile No.: (573)248-2497  
 Email: Paula.Gough@modot.mo.gov

(B) City of Moberly to:  
 Tom Sanders  
 101 West Reed Street  
 Moberly Mo 65270

Facsimile No.: (660)263-9398  
 Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_(Date).

Executed by the Commission on \_\_\_\_\_(Date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**City of Moberly**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

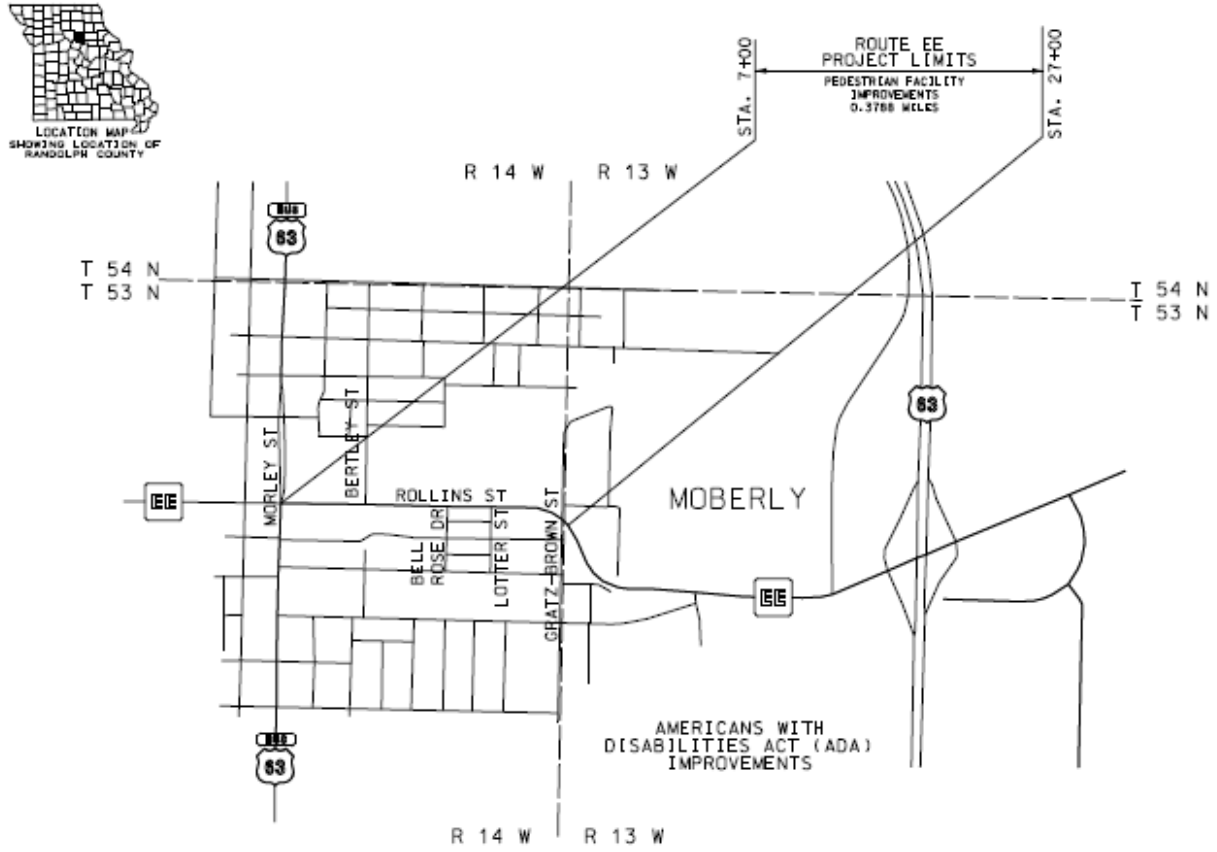
By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number \_\_\_\_\_



# Exhibit A



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #2.

Department: Public Works

Date: January 18, 2022

**Agenda Item:** An Ordinance Approving A Cooperative Agreement With Ricky Davis, Jr For Conveyance Of Real Property.

**Summary:** Please find attached the proposal that Rick Davis submitted, Tom's recommendation and the agreement.

### 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\_\_\_ **Jeffrey** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

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

M\_\_\_ S\_\_\_ **Davis** \_\_\_\_\_

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

Passed

Failed

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RICK DAVIS FOR CONVEYANCE OF REAL PROPERTY.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** The City and Rick Davis desire to share the costs of a survey of property owned by the City at 936 Franklin Street.

**SECTION TWO:** Following the survey and payment by Davis of one-half of the cost thereof the City shall deed one of the new parcels described in the survey to Davis.

**SECTION THREE:** Attached hereto and incorporated herein is a Cooperative Agreement for the purposes described herein.

**SECTION FOUR:** The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City.

**SECTION FIVE:** 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 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 7th day of February, 2022.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**City Clerk**

## COOPERATIVE AGREEMENT FOR CONVEYANCE OF REAL ESTATE

THIS COOPERATIVE AGREEMENT FOR CONVEYANCE OF REAL ESTATE (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and **RCIKY DAVIS, JR**, a single person residing at 928 Franklin Street, Moberly, Missouri (“**Davis**” and together with the City the “**Parties**”).

### **RECITALS**

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with other persons for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. City owns real property at 936 Franklin Street and Davis owns real property at 928 Franklin Street.

C. The Parties desire to share the costs of subdividing 936 Franklin and the city will then deed a portion of the subdivided lot to Davis.

D. The Parties wish to cooperate in this venture under the following terms and conditions.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the 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. The Project.** The Parties shall each pay one-half of the cost of a survey of the real property located at 936 Franklin. The survey will result in the lot being divided into 4 parcels with one of the parcels consisting of a ten (10) foot strip running north and south along the east side of 936 Franklin (the “**Parcel**”). The Parcel shall then be deeded by the City to Davis.

**2. The Survey.** The City shall arrange for a surveyor to provide a survey. Once the survey has been completed and an invoice has been submitted to the City, the City shall invoice Davis for one-half the costs of the survey.

**3. Conveyance.** In exchange for Davis paying one-half the cost of the survey the City agrees to deed the Parcel (as finally described in the survey) to Davis. The conveyance shall be by Quit-Claim Deed and shall take place upon payment by Davis of one-half the cost of the survey. If Davis desires any examination of title, then he shall arrange for and pay the cost prior to the conveyance.

**4. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.**

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of their respective officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to each other or any successor, assign, heir or personal representative of each other in respect of any suit, claim, or cause of action arising out of this Agreement and each party hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Davis or the successors, assigns, heirs or personal representatives of the Davis in the event of any default or breach by any party under this Agreement.

**5. Notices.** Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City:                      City of Moberly  
    101 West Reed Street – City Hall  
    Moberly, Missouri 65270  
    Attn: City Manager

If to Davis:                         Rciky Davis, Jr  
    928 Franklin Street  
    Moberly, Missouri 65270

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

**6. Entire Agreement; Amendment.**                      The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

**7. Relationship of the Parties; No Third Party Right.**                      Nothing contained in this Agreement nor any act of Davis or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

**8. Severability.**                      In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**8. Binding Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Davis, the City, and their respective successors and permitted assigns.

**9. Choice of Law; Venue.** This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

**10. Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and Davis have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

**CITY OF MOBERLY, MISSOURI**  
(the "City")

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Shannon Hance, City Clerk

**RCIKY DAVIS, JR**

By: \_\_\_\_\_  
Rciky Davis, Jr



October 22, 2021

Hello, sir and associated board members.

Thank you for your time and consideration on this matter.

Reasons to consider my proposal are as follows.

1. first is simple, adding extra land increases value, this added to the renovations that will soon be done to my home, will not only add value to my property but actually help increase local property values.
2. The raise in neighborhood value creates an increase in tax revenue.
3. The use of a lot that would otherwise just be vacant land due to both neighborhood and low local property values.

Mostly, I just want to add to my home, because it is my home, and I don't want to move elsewhere. I'm very excited for what is to come and the fruition of my plans.

Please consider my request. Regardless thank you for your time, and best wishes to you and your family.

Rick Davis



### Tom's Recommendation

The City of Moberly own the lot at 936 Franklin Ave, it is immediately West of Ricky Davis's property at 928 Franklin Ave., outlined in red. Mr. David has asked to acquire the lot at 936, and in most cases, we wouldn't even consider this as the City lot is 100' x 176' and a perfect size for duplexes, or a couple of houses. The issue is the neighborhood. There are a couple of properties immediately adjacent to the lot that would deter even the most tolerating developers from doing anything on this lot, but it is still a great lot that we don't want to part with completely. In an effort to find middle ground, staff felt that giving the adjacent property owner 10' off the lot would allow them to accomplish some of the redevelopment they want to do on their property and have some room around their house yet leave the City lot plenty large enough for redevelopment purposes.

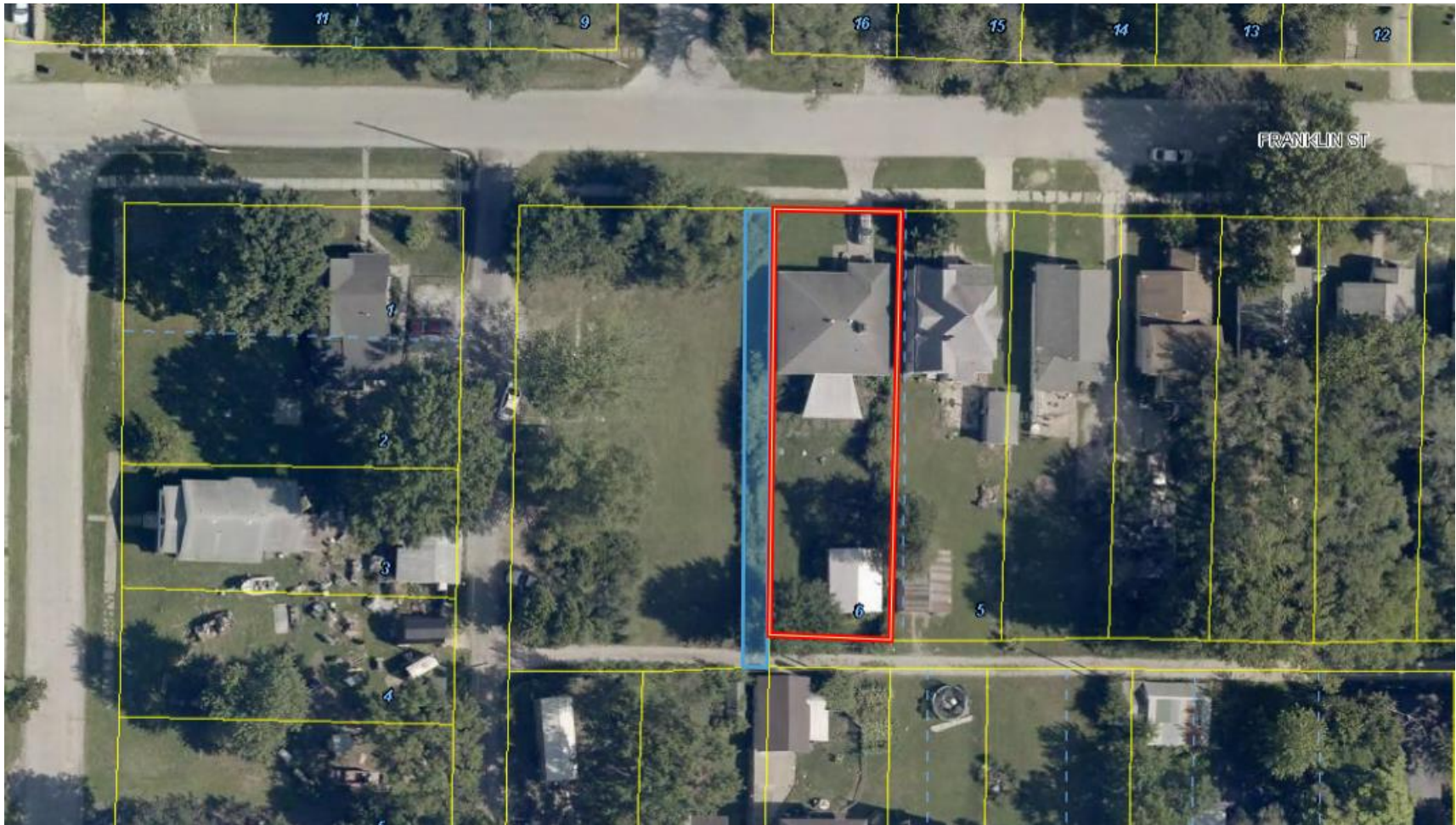
As you can see in the images, the City lot actually extends down across the alley, so before we would convey the lot, we would need to revise the legal to include the alley. We could split off the 10' at the same time and get ask Mr. Davis to share in that cost and recording fees.

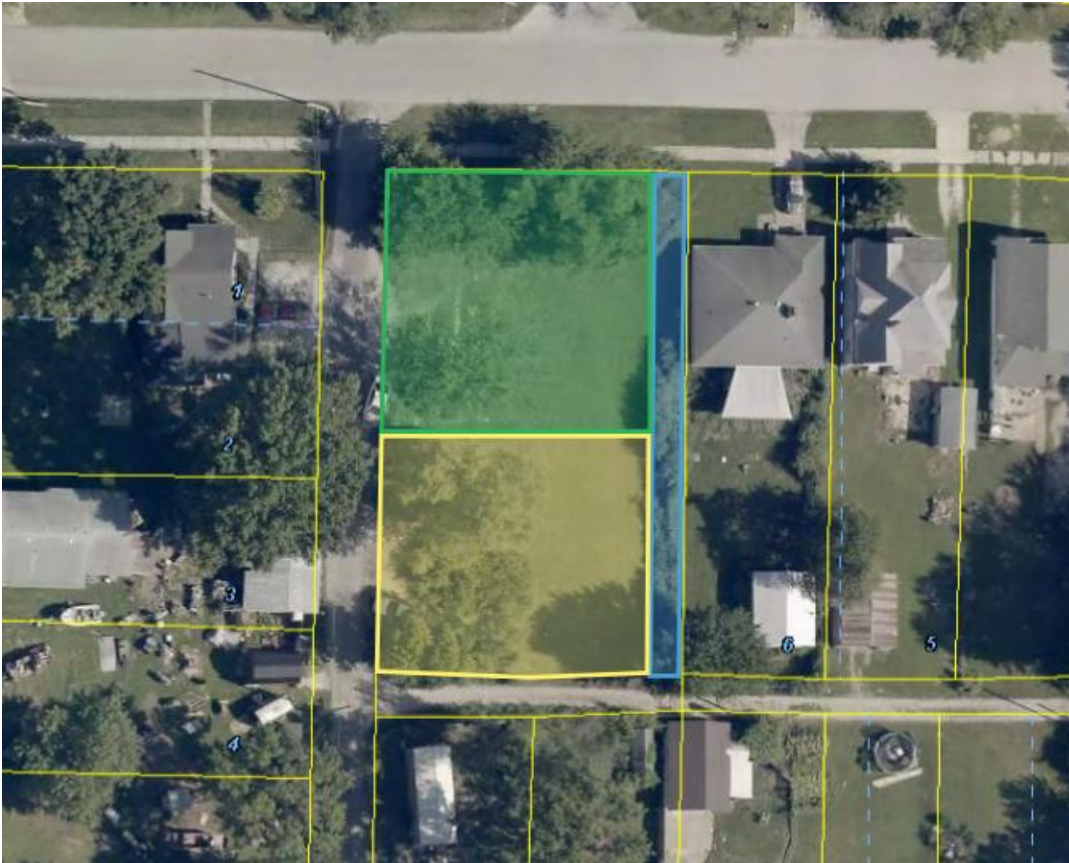
Let me know if you are in favor of proceeding with this and I will confirm the adjacent owner is willing to proceed with this concept and get the surveyor lined up to complete the work.

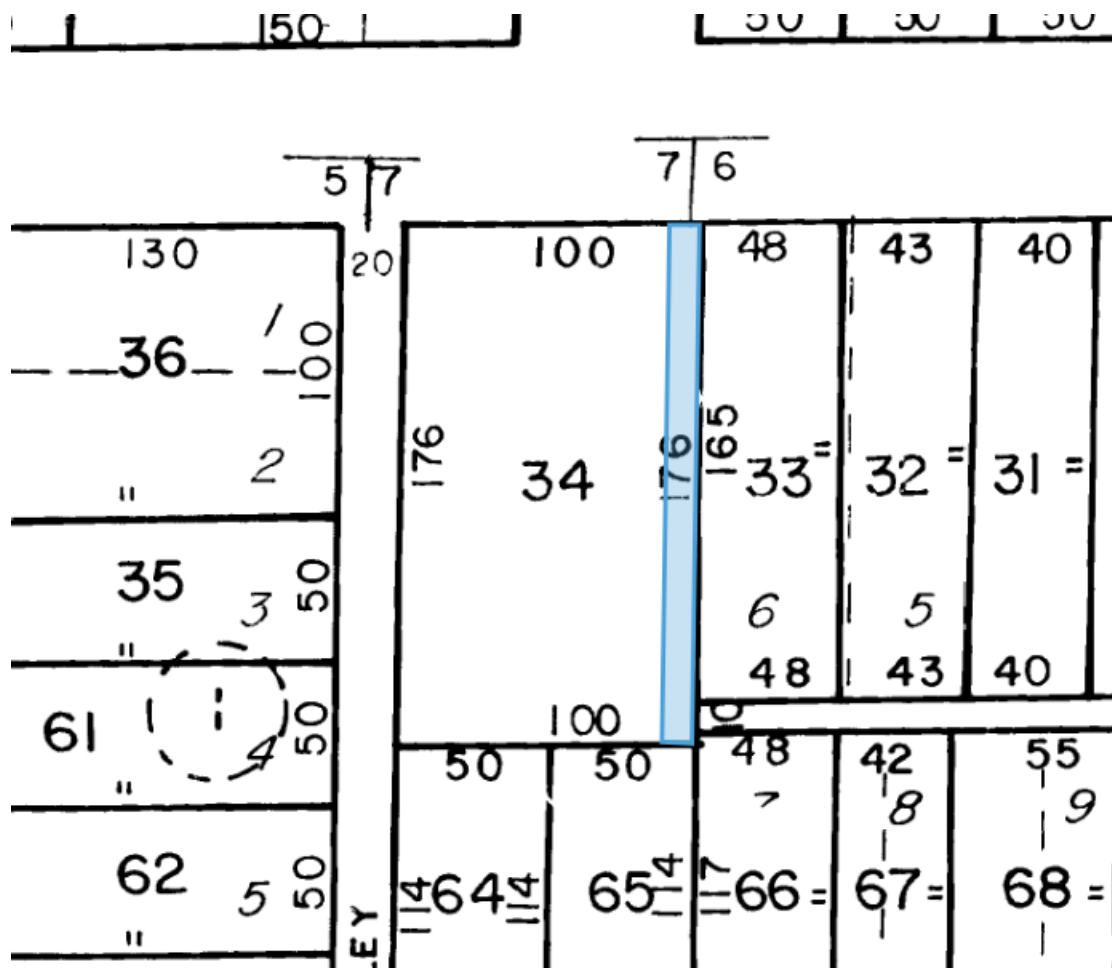
Our goal is to push the cleanup and abatement of adjacent properties so that the lot will be more desirable for redevelopment. I would like to consider splitting it into ultimately 3 lots with access off the wider alley way on the West side (see bottom diagram)

Let me know if you are good with moving this forward. I assume we would have to go to council to approve conveyance of the strip of land.

Thanks,  
Tom







# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #3.  
 Department: Public Utilities  
 Date: January 18, 2022

**Agenda Item:** A Discussion Regarding A Proposal From Utility Service Company, Inc. For Water Tower Mixer Replacements And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The City of Moberly Public Drinking Water System contains 3 elevated storage tanks, each equipped with a mixing system to improve water quality. Mixers in the Wicker and Rollins Towers have failed and need replacement. These mixers were originally installed in the Spring of 2011 and have been in continuous use since installation. This is the normal operating life of this type of mixing system. Utility Service Company (Suez Water) is the licensed supplier for Moberly's Pax Mixing System. The replacement cost is \$10,858.00 and 11,143.00 for a sum of \$22,001.00 and includes installation by Utility Service Company personnel.

**Recommended**

**Action:** Direct staff to prepare a resolution for the next scheduled council meeting.

**Fund Name:** General Equipment Maintenance

**Account Number:** 301.113.5311

**Available Budget \$:** \$ 57,090.88

**ATTACHMENTS:**

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

**Roll Call**

**Aye**    **Nay**

**Mayor**

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

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**    \_\_\_    \_\_\_

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

M\_\_\_ S\_\_\_ **Davis**    \_\_\_    \_\_\_

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

Passed    Failed





Proposal from  
**UTILITY SERVICE CO., INC.**

WS #3.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
suez-na.com

Date: December 14, 2021

Submitted by: **Tom Stechmann**

Local Phone: **314-420-4912**

SFID:

CN:

SO:

Proposal Submitted To: <b>City of Moberly, Missouri</b>			Phone Number: <b>660-269-9410</b>		Fax Number:	
Street Address: <b>101 West Reed Street</b>			Description of Work to be Performed: <b>Pax Mixer Replacement</b>			
City: <b>Moberly</b>		State: <b>MO</b>	Zip Code:		Tank Name: <b>Rollins Tower</b>	
Accounts Payable Contact Name: <b>Dana Ulmer</b>		Email: <b>dulmer@cityofmoberly.com</b>		Job Site Address: <b>400 East Rollins Ave-Moberly, MO</b>		
Job Contact (Inspection Reports): <b>Matt Everts</b>		Email: <b>meverts@cityofmoberly.com</b>		County / Parish: <b>Randolph</b>	Tank Size: <b>250,000</b>	Tank Style: <b>Elevated</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Furnish and install a Pax PWM 400 replacement mixer for the Rollins Tower @ \$10,858.00.

Please sign and date this proposal and fax one copy to our office.

**Ten Thousand Eight Hundred Fifty Eight and -----00/100 Dollars \$10,858.00**

Payment to be made as follows:

**Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Printed Name \_\_\_\_\_



Proposal from  
**UTILITY SERVICE CO., INC.**

WS #3.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
suez-na.com

Date: December 14, 2021

Submitted by: **Tom Stechmann**

Local Phone: **314-420-4912**

SFID:

CN:

SO:

Proposal Submitted To:			Phone Number:		Fax Number:	
City of Moberly, Missouri			660-269-9410			
Street Address:			Description of Work to be Performed:			
101 West Reed Street			Pax Mixer Replacement			
City:		State:	Zip Code:		Tank Name:	
Moberly		MO			Wicker Tower	
Accounts Payable Contact Name:		Email:		Job Site Address:		
Dana Ulmer		dulmer@cityofmoberly.com		100 Wicker street-Moberly, MO		
Job Contact (Inspection Reports):		Email:		County / Parish:	Tank Size:	Tank Style:
Matt Everts		meverts@cityofmoberly.com		Randolph	500,000	Elevated

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Furnish and install a Pax PWM 400 replacement mixer for the Wicker Tower @ \$11,143.00.

Please sign and date this proposal and fax one copy to our office.

**Eleven Thousand One Hundred Forty Three and -----00/100 Dollars \$11,143.00**

Payment to be made as follows:

**Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Printed Name \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #4.

Department: Public Utilities

Date: January 18, 2022

**Agenda Item:** Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Rollins Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Rollins Tower, a 250,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, when needed, for each tank. In 2011, Moberly engaged Suez Water to install mixing systems in two of the three elevated tanks to eliminate water stratification and to aid in the control of Disinfection By Products, a group of regulated compounds in drinking water. The City of Moberly would like to add a service to each of the existing tank service contracts with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system, which includes no-cost repair or replacement of mixers as needed for the life of the contract.

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

**Fund Name:** Contracted Services

**Account Number:** 301.113.5406

**Available Budget \$:** This will increase the overall contract expenditure by \$2,449.00 annually. As this is scheduled to begin March 1, 2022, the budget will be adjusted for the quarterly expense and the 2022-2023 fiscal budget will be increased accordingly to accommodate this increase.

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

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

M\_\_\_ S\_\_\_ **Davis**

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

Passed Failed





December 14, 2021

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

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Dana Ulmer:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract (“Original Contract”) described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
28-JUL-2003	ROLLINS TANK	250,000	ELEVATED	109865	15408

The following Chemical Clean Service and Mixing System Service shall be added to the Original Contract:

1. **Chemical Clean Service.**

1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will ‘fresh water’ rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.

2. **Mixing System Service.**

1. The Company will inspect and service the Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.
2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

**TERMS:** The cost for the Mixing System and Chemical Clean services will be an additional \$2,449.00 per Contract Year beginning March 1, 2022, with increases as defined in the Original Contract. This is in addition to any annual fees set forth in the Original Contract. Billing frequency shall remain quarterly.

Should the City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Brian Kelleer  
Vice President, Central Region

**City of Moberly, MO**

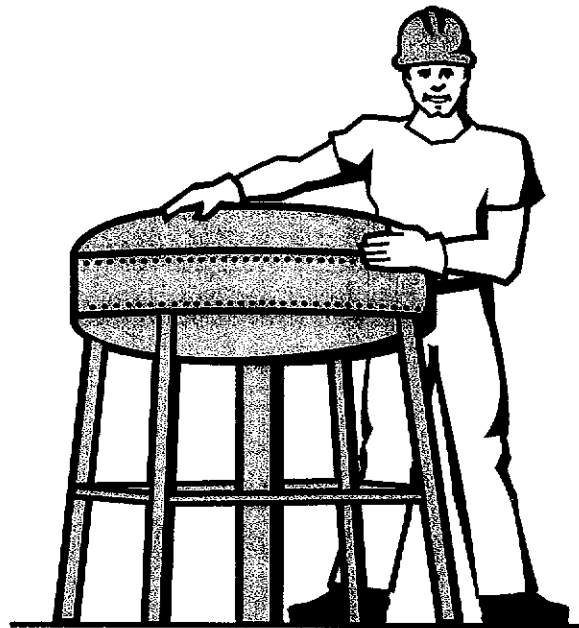
**Authorizing Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

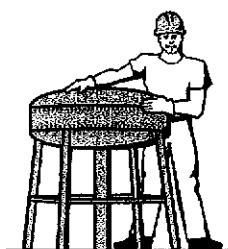
**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Utility Service Co.

## WATER TANK MAINTENANCE CONTRACT



Owner	City of Moberly, MO
Tank Size	250,000 Gallon Elevated
Location	400 E. Rollins Street
	Moberly, Missouri
Date	June 30, 2003



# Utility Service Co.

I N C O R P O R A T E D

P.O. Box 1354 • PERRY, GA 31069  
 Phone (478) 987-0303  
 FAX (478) 987-2991

## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between **City of Moberly, Missouri**, hereinafter known as the Owner, and **Utility Service Co., Inc.**, hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **250,000** gallon Elevated water storage tower located at **400 E. Rollins Street**.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year **2003**. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in **2003**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high-pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system, which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the Annual fee is paid in accordance with the terms of payment. A base fee of \$ 9,950.00 has been established for this tank. **See Addendum No. 1 which establishes the base fee for Years 1 through 4 due to upfront renovation work.**

In Year 2010 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions, which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 28th day of JULY, 2003.

OWNER:

UTILITY SERVICE CO., INC.

by

by

CITY MANAGER

Kirt Ervin

title

Water Systems Consultant

title

witness

witness

seal:

seal:

Addendums to Contract Number 250,000 Gallon Elevated, Dated June 30, 2003

No. 1

In 2004, the exterior renovations and repairs will be completed, as per the attached specifications. In 2006, the interior renovations and repairs will be completed. The full renovation cost are spread over the initial four (4) years of the contract for an annual cost of \$34,820.00 in each year for three (3) years, starting in 2004. In Year 5, the annual cost will be the established base fee of \$9,950.00.

No. 2

**PAYMENT TERMS:** The second year's fee of \$34,820.00 and each of the following years payments will be due on September 1 of each year. The Owner has selected the following method of payment.

MONTHLY QUARTELY SEMI-ANNUAL or LUMP SUM

PLEASE CIRCLE PREFERRED METHOD OF PAYMENT

No. 3

The initial four (4) years of the contract represent a project cost of \$104,460.00. Should the Owner elect to cancel the contract prior to the fourth year anniversary date, any outstanding balance is due within thirty (30) days of cancellation.

Owner

by

date

witness

Utility Service Company, Inc.

by

date

witness

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

## RENOVATION SPECIFICATIONS FOR MOBERLY, MISSOURI

### **TANK EXTERIOR**

- 1) The entire exterior shall be cleaned utilizing high-pressure water cleaning with detergent as needed to remove mold/mildew, dust, dirt, and all surface contaminants.
- 2) Areas where rust, loose paint, or unsound coatings exist shall be spot cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning.
- 3) After cleaning, all bare metal areas shall receive two coats of Tnemec Series 27 at 4.0-6.0 mils DFT.
- 4) The complete exterior shall receive one finish coat of Tnemec Series 30 or Tnemec Series 29 at 2.0-4.0 mils DFT.
- 5) All lettering shall be repainted.
- 6) All accesses shall be locked and secured.
- 7) The tank shall be made ready for service.

### **TANK INTERIOR**

- 1) The interior shall be high-pressure water cleaned to remove all mud, silt, and foreign debris.
- 2) The complete interior wet areas shall be blast cleaned in accordance with SSPC-SP10 "Near White Metal Cleaning" to include all ladders, pipes, and steel accessories associated with the complete interior. Minimum surface profile shall be 1.5 mils.
- 3) After cleaning all surfaces are to be blown down using dry compressed air to remove all dust and other foreign material.
- 4) The complete interior shall be coated in accordance with AWWA D102-97 Paint System ICS-1-W using Tnemec Series 20 Pota-Pox as scheduled below:
  - a. Stripe Coat: All weld seams shall receive one coat of Series 20 by brush or roller
  - b. Prime Coat: Apply one full coat of Series 20-1255 at 4.0-6.0 mils DFT
  - c. Finish Coat: Apply one full coat of Series 20-15BL at 4.0-6.0 mils DFT.

The total minimum thickness shall be no less than 8 mils DFT.
- 5) The interior shall receive forced ventilation to ensure proper curing of the interior lining.
- 6) All manways shall be fitted with new gaskets.
- 7) The interior shall be disinfected in accordance with AWWA C652-92 Disinfection of Water Storage Facilities (Spray Method No. 2).
- 8) The interior shall be sealed in a watertight condition and made ready for service.
- 9) All spent abrasive shall be properly collected and disposed off-site.

**REPAIRS**

- 1) Install an OSHA approved riser protective railing system.
- 2) Install new insect-proof and freeze-proof vent.
- 3) Relocate antennas off the roof vent and relocate cables.
- 4) Install additional standoffs on roof ladder.
- 5) Install aluminum ladder guard on leg ladder.
- 6) Modify ladder and balcony transition, per OSHA regulations.
- 7) Install a new 24-inches diameter balcony manway with interior ladder.
- 8) Install a new 24-inches square roof hatch.
- 9) Install additional an interior ladder from the roof hatch to the tank bowl.
- 10) Coat the foundations with two coats of epoxy.
- 11) Tighten lower South wind rod.





# Utility Service Co.

439 S. Kirkwood Rd., Suite 214 • Kirkwood, MO 63122  
Phone (314) 909-9595 • Fax (314) 909-9555

## ADDENDUM NUMBER 4

### WICKER, ROLLINS, AND SPARKS TANK CONTRACTS MOBERLY, MO

Due to the delay in completing the Wicker Street interior renovation, the desire of the City to have the logo replaced on each of its towers, and USCI workload, USCI proposed the following changes to the contracts dated June 30, 2003.

The updated schedule of work and fees is attached. All scheduled work shall be completed prior to Dec. 31 of the scheduled calendar year, weather permitting. Any work delayed due to inclement weather shall be completed as soon as weather allows in the Spring of the following year.

The schedule of fees shall be delayed one calendar year to prevent two annual fees from occurring in the same fiscal year. The City has elected a quarterly payment schedule with payments beginning on September 1 of each year.

By signing below, the City agrees to these changes to the original contracts and will become parts of the original contracts.

Kurt S. Co.  
Utility Service Co.

9-3-04  
Date

[Signature]  
City of Moberly, MO

9-28-04  
Date

# **CITY OF MOBERLY, MISSOURI** **SCHEDULE OF WORK & FEES**

TANK	YEAR 1 2004	YEAR 2 2005	YEAR 3 2005	YEAR 4 2007	YEAR 5 2008	YEAR 6 2009	YEAR 7 2010
WICKER TANK (500,000 gal.)	Total Interior and Exterior Renovation  \$48,580.00	Engineering Inspection & Report  \$48,580.00	Washout Inspection & Report  \$48,580.00	Engineering Inspection & Report  \$13,460.00	Washout Inspection & Report  \$13,460.00	Engineering Inspection & Report  \$13,460.00	Washout Inspection & Report  \$14,800.00**
ROLLINS TANK (250,000 gal.)	Total Interior and Exterior Renovation	Washout Inspection & Report  \$34,820.00	Engineering Inspection & Report  \$34,820.00	Washout Inspection & Report  \$34,820.00	Engineering Inspection & Report  \$9,950.00	Washout Inspection & Report  \$9,950.00	Engineering Inspection & Report  \$9,950.00
SPARKS TANK (1.0 MG)	Engineering Inspection & Report	Total Exterior Renovation  \$29,694.00	Washout Inspection & Report  \$29,694.00	Engineering Inspection & Report  \$64,814.00	Total Interior Renovation  \$89,684.00	Engineering Inspection & Report  \$89,684.00	Washout Inspection & Report  \$24,950.00
Annual Cost	\$48,580.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$50,138.00

Work and Fee Schedule Addendum No. 4  
Moberly, Missouri

of September, 2007.

*L. Anderson*  
Presiding Officer at Meeting

ATTEST:

*DK Hallaway*  
City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #5.  
 Department: Public Utilities  
 Date: January 18, 2022

**Agenda Item:** Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Sparks Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Sparks Tower, a 1,000,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, when needed, for each tank. In 2011, Moberly engaged Suez Water to install a mixing system in the Sparks Tower to eliminate water stratification and to aid in the control of Disinfection-By-Products, a group of regulated compounds in drinking water. The City of Moberly would like to add a service to each of the existing tank service contracts with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system, which includes no-cost repair or replacement of mixers as needed for the life of the contract.

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

**Fund Name:** Contracted Services

**Account Number:** 301.113.5406

**Available Budget \$:** This will increase the overall contract expenditure by \$3,337.00 annually. As this is scheduled to begin March 1, 2022, the budget will be adjusted for the quarterly expense and the 2022-2023 fiscal budget will be increased accordingly to accommodate this increase.

### ATTACHMENTS:

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

### Roll Call      Aye      Nay

<b>Mayor</b>			
M	S	Jeffrey	
<b>Council Member</b>			
M	S	Brubaker	
M	S	Kimmons	
M	S	Davis	
M	S	Kyser	
		Passed	Failed



City of Moberly, MO Mixer MP and  
Chemical Clean (4-20-2021 Final Draft) Page 1 of 2

April 21, 2021

Matt Everts  
City of Moberly, MO  
101 West Reed Street  
Moberly, MO 65270

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc. (The Company)

Dear Mr. Everts,

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank#	Customer #
7-28-2003	Sparks Tank	1,000,000	Fluted Column	109864	15408

The following Chemical Clean Service and Mixing System Installation and Service shall be added to the Original Contract:

**1. Chemical Clean Service.**

1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will 'fresh water' rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.

**2. Mixing System Service.**

1. The Company will inspect and service the PAX PWM 400 Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.

2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

**TERMS:** The cost for the Chemical Clean Service and Mixing System Service will be an additional \$3,337.00 ("Additional Fee") for the Sparks Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract, and the payments for the Additional Fee will be quarterly payments being in the amount of \$834.25. Billing for this addendum will begin June 1, 2021 and billing frequency for all fees shall remain quarterly, with increases as defined in the Original Contract.



Should City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,

Nichole Grasma  
Director of Sales, Central Region

**City of Moberly, MO**

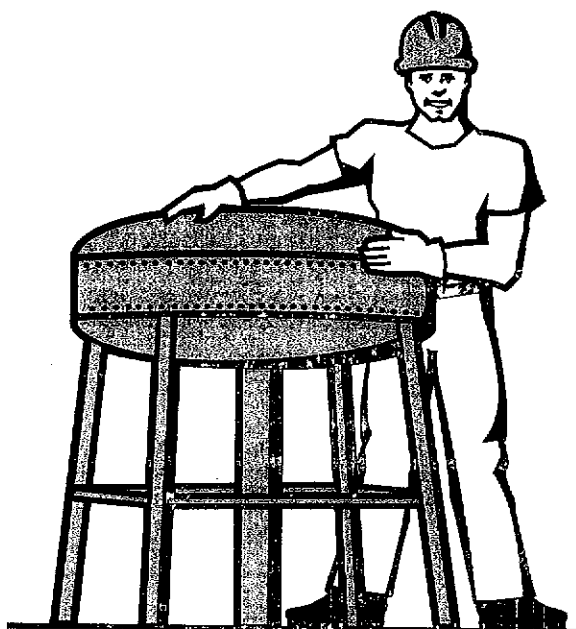
**Authorizing Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

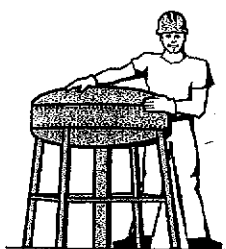
**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Utility Service Co.

## WATER TANK MAINTENANCE CONTRACT



Owner	<u>City of Moberly, MO</u>
Tank Size	<u>1,000,000 Gallon Fluted Column</u>
Location	<u>870 Sparks Street</u> <u>Moberly, Missouri</u>
Date	<u>June 30, 2003</u>



# Utility Service Co.

I N C O R P O R A T E D

P.O. Box 1354 • PERRY, GA 31069  
 Phone (478) 987-0303  
 FAX (478) 987-2991

## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between **City of Moberly, Missouri**, hereinafter known as the Owner, and **Utility Service Co., Inc.**, hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **1,000,000 gallon Elevated water storage tower** located at **870 Sparks Street**.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year **2003**. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in **2005**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high-pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system, which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the Annual fee is paid in accordance with the terms of payment. A base fee of \$ 24,950.00 has been established for this tank. **See Addendum No. 1 which establishes the base fee for Years 1 through 6 due to upfront renovation work.**

In Year **2012** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions, which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 28th day of JULY, 2003.

OWNER:

[Signature]

UTILITY SERVICE CO., INC.

[Signature]

by

City MANAGER  
title

by

**Kirt Ervin**  
**Water Systems Consultant**  
title

witness

[Signature]

witness

[Signature]

seal:

seal:



Addendums to Contract Number 1,000,000 Gallon Elevated, Dated June 30, 2003

No. 1

In 2006, the exterior renovations and repairs will be completed, as per the attached specifications. In 2007, the interior renovations and repairs will be completed. The full renovation cost and maintenance fees are spread over the initial six (6) years of the contract for a cost of \$29,694.00 in 2004 and 2005, \$64,814.00 in 2006, and \$89,684.00 in 2007 and 2008. In 2009, the annual cost will be the established base fee of \$24,950.00.

No. 2

**PAYMENT TERMS:** The second year's fee of \$29,694.00 and each of the following year's payments will be due on September 1 of each year. The Owner has selected the following method of payment.

MONTHLY, QUARTELY, SEMI-ANNUAL or LUMP SUM

PLEASE CIRCLE PREFERRED METHOD OF PAYMENT

No. 3

The initial six (6) years of the contract represent a project cost of \$303,570.00. Should the Owner elect to cancel the contract prior to the third year anniversary date, any outstanding balance is due within thirty (30) days of cancellation.

Owner  
by [Signature]  
date \_\_\_\_\_  
witness \_\_\_\_\_

Utility Service Company, Inc.  
by [Signature]  
date 1 - July - 2003  
witness Pamela McClellan

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

## RENOVATION SPECIFICATIONS FOR MOBERLY, MISSOURI

### **TANK EXTERIOR**

- 1) The entire exterior shall be cleaned utilizing high-pressure water cleaning with detergent as needed to remove mold/mildew, dust, dirt, and all surface contaminants.
- 2) Areas where rust, loose paint, or unsound coatings exist shall be spot cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning.
- 3) After cleaning, all bare metal areas shall receive two coats of Tnemec Series 66 at 2.0-3.0 mils DFT.
- 4) The complete exterior shall receive one finish coat of Tnemec Series 1075 at 2.0-4.0 mils DFT. All lettering shall be repainted.
- 5) All accesses shall be locked and secured.
- 6) The tank shall be made ready for service.

### **TANK INTERIOR - "DRY" AREAS**

- 7) The entire exterior shall be cleaned utilizing high-pressure water cleaning with detergent as needed to remove mold/mildew, dust, dirt, and all surface contaminants.
- 8) Areas where rust, loose paint, or unsound coatings exist shall be spot cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning.
- 9) After cleaning, all bare metal areas shall receive two coats of Tnemec Series 20 at 2.0-3.0 mils DFT.
- 10) The complete exterior shall receive one finish coat of Tnemec Series 20 at 4.0-6.0 mils DFT.
- 11) All lettering shall be repainted.
- 12) All accesses shall be locked and secured.  
The tank shall be made ready for service.

### **TANK INTERIOR - "WET" AREAS**

- 1) The interior shall be high-pressure water cleaned to remove all mud, silt, and foreign debris.
- 2) The complete interior wet areas shall be blast cleaned in accordance with SSPC-SP10 "Near White Metal Cleaning" to include all ladders, pipes, and steel accessories associated with the complete interior. Minimum surface profile shall be 1.5 mils.
- 3) After cleaning all surfaces are to be blown down using dry compressed air to remove all dust and other foreign material.
- 4) The complete interior shall be coated in accordance with AWWA D102-97 Paint System ICS-1-W using Tnemec Series 20 Pota-Pox as scheduled below:
  - a. Stripe Coat: All weld seams shall receive one coat of Series 20 by brush or roller
  - b. Prime Coat: Apply one full coat of Series 20-1255 at 4.0-6.0 mils DFT
  - c. Finish Coat: Apply one full coat of Series 20-15BL at 4.0-6.0 mils DFT.

The total minimum thickness shall be no less than 8 mils DFT.
- 5) The interior shall receive forced ventilation to ensure proper curing of the interior lining.
- 6) All manways shall be fitted with new gaskets.
- 7) The interior shall be disinfected in accordance with AWWA C652-92 Disinfection of Water Storage Facilities (Spray Method No. 2).
- 8) The interior shall be sealed in a watertight condition and made ready for service.
- 9) All spent abrasive shall be properly collected and disposed off-site.

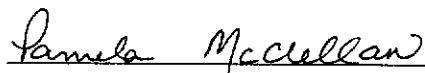
**REPAIRS**

- 1) Install a cable-type safety climb on upper interior ladder.
- 2) Install OSHA-approved interior ladder from roof hatch to tank bowl.
- 3) Remove cathodic protection system.
- 4) Coat the foundations with two coats of epoxy.

**MOBERLY, MISSOURI**  
**WATER TANK MAINTENANCE PROGRAM**  
**HOLD HARMLESS AGREEMENT**

The Company agrees to indemnify the Owner and hold the Owner harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property by reason of any act, omission, or representation of the Company or its' subcontractors, agents, or employees in the execution of this Contract.

  
\_\_\_\_\_  
Kirt Ervin  
Utility Service Company, Inc.

  
\_\_\_\_\_  
Witness

Dated: June 30, 2003

City of

*Moberly!*

101 West Reed Street • Moberly, Missouri 65270-1551  
Phone: (660) 263-4420  
Fax: (660) 263-9398

September 27, 2004

Kirt Ervin  
439 S Kirkwood Rd Suite 214  
Kirkwood Mo. 63122

Re: Updated Schedule of Work & Fees

Dear Mr. Ervin:

This is the updated schedule of work and fees and the ordinance signed. Please call if you have any questions. Thank you.

Sincerely,

*Mary E. West*

Mary West  
City Manager

City Hall  
660-263-4420

City Manager  
660-263-4705  
Ext. 2062

City Clerk  
660-263-9706  
Ext. 2053

Public Enforcement  
Building Inspection  
660-263-9706  
Ext. 2054

Community  
Development  
660-263-9705  
Ext. 2039

Finance  
660-263-4765  
Ext. 2073

Fire Non-Emergency  
660-263-9705  
Ext. 2025

Emergency - 911

Law Office  
660-277-4843

Parks & Recreation  
660-263-8757

Personnel  
Purchasing  
660-263-9705  
Ext. 2042

Police Non-Emergency  
660-263-9748

Public Works  
660-263-9705  
Ext. 2086

Sanitation  
Street Maintenance  
660-263-9481

Utility Billing  
660-263-4420

Water/Wastewater  
660-263-9705  
Ext. 2039



# Utility Service Co.

439 S. Kirkwood Rd., Suite 214  
Phone (314) 909-9595

• Kirkwood, MO 63122  
• Fax (314) 909-9555

## ADDENDUM NUMBER 4


### WICKER, ROLLINS, AND SPARKS TANK CONTRACTS MOBERLY, MO

Due to the delay in completing the Wicker Street interior renovation, the desire of the City to have the logo replaced on each of its towers, and USCI workload, USCI proposed the following changes to the contracts dated June 30, 2003.


The updated schedule of work and fees is attached. All scheduled work shall be completed prior to Dec. 31 of the scheduled calendar year, weather permitting. Any work delayed due to inclement weather shall be completed as soon as weather allows in the Spring of the following year.

The schedule of fees shall be delayed one calendar year to prevent two annual fees from occurring in the same fiscal year. The City has elected a quarterly payment schedule with payments beginning on September 1 of each year.

By signing below, the City agrees to these changes to the original contracts and will become parts of the original contracts.

  
Utility Service Co.

9-3-04  
Date

  
City of Moberly, MO

9-28-04  
Date

# **CITY OF MOBERLY, MISSOURI** **SCHEDULE OF WORK & FEES**

TANK	YEAR 1 2004	YEAR 2 2005	YEAR 3 2006	YEAR 4 2007	YEAR 5 2008	YEAR 6 2009	YEAR 7 2010
WICKER TANK (500,000 gal.)	Total Interior and Exterior Renovation	Engineering Inspection & Report	Washout Inspection & Report	Engineering Inspection & Report	Washout Inspection & Report	Engineering Inspection & Report	Washout Inspection & Report
	\$48,580.00	\$48,580.00	\$48,580.00	\$13,460.00	\$13,460.00	\$13,460.00	\$14,800.00**
ROLLINS TANK (250,000 gal.)	Total Interior and Exterior Renovation	Washout Inspection & Report	Engineering Inspection & Report	Washout Inspection & Report	Engineering Inspection & Report	Washout Inspection & Report	Engineering Inspection & Report
		\$34,820.00	\$34,820.00	\$34,820.00	\$9,950.00	\$9,950.00	\$9,950.00
SPARKS TANK (1.0 MG)	Engineering Inspection & Report	Total Exterior Renovation	Washout Inspection & Report	Engineering Inspection & Report	Total Interior Renovation	Engineering Inspection & Report	Washout Inspection & Report
		\$29,694.00	\$29,694.00	\$64,814.00	\$89,684.00	\$89,684.00	\$24,950.00
Annual Cost	\$48,580.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$50,135.00

Work and Fee Schedule Addendum No. 4  
Moberly, Missouri

of September, 2004.

ATTEST:

DK Hallaway  
City Clerk

L. Gordon  
Presiding Officer at Meeting

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #6.

Department: Public Utilities

Date: January 18, 2022

**Agenda Item:** Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Wicker Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Wicker Tower, a 500,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, as needed, for each tank. In 2011, Moberly engaged Suez Water to install mixing systems in two of the three elevated tanks to eliminate water stratification and to aid in the control of Disinfection By Products, a group of regulated compounds in drinking water. The City of Moberly would like to add a service to each of the existing tank service items with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system, which includes no-cost repair or replacement of mixers as needed for the life of the contract.

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

**Fund Name:** Contracted Services

**Account Number:** 301.113.5406

**Available Budget \$:** This will increase the overall contract expenditure by \$2,793.00 annually. As this is scheduled to begin March 1, 2022, the budget will be adjusted for the quarterly expense and the 2022-2023 fiscal budget will be increased accordingly to accommodate this increase.

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

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

M\_\_\_ S\_\_\_ **Davis**

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

Passed Failed





December 14, 2021

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

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Dana Ulmer:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
28-JUL-2003	WICKER STREET TANK	500,000	ELEVATED	109866	15408

The following Chemical Clean Service and Mixing System Service shall be added to the Original Contract:

1. **Chemical Clean Service.**

1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will 'fresh water' rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.

2. **Mixing System Service.**

1. The Company will inspect and service the Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.

2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

**TERMS:** The cost for the Mixing System and Chemical Clean services will be an additional \$2,793.00 per Contract Year beginning March 1, 2022, with increases as defined in the Original Contract. This is in addition to any annual fees set forth in the Original Contract. Billing frequency shall remain quarterly.

Should the City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Brian Kelleher  
Vice President, Central Region

**City of Moberly, MO**

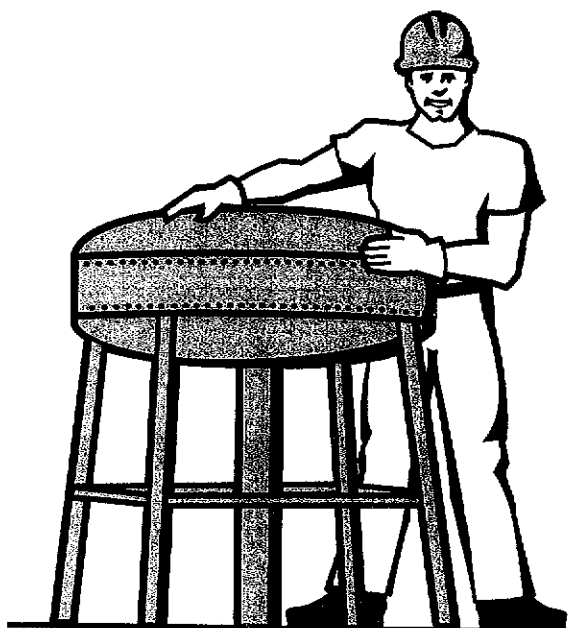
**Authorizing Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Utility Service Co.

## WATER TANK MAINTENANCE CONTRACT



Owner	City of Moberly, MO
Tank Size	500,000 Gallon Elevated
Location	100 Wicker Street
	Moberly, Missouri
Date	June 30, 2003



# Utility Service Co.

I N C O R P O R A T E D

P.O. Box 1354 • PERRY, GA 31069  
 Phone (478) 987-0303  
 FAX (478) 987-2991

## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between **City of Moberly, Missouri**, hereinafter known as the Owner, and **Utility Service Co., Inc.**, hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon Elevated water storage tower located at **100 Wicker Street**.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year **2003**. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in **2005**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high-pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system, which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the Annual fee is paid in accordance with the terms of payment. A base fee of \$ 13,460.00 has been established for this tank. **See Addendum No. 1 which establishes the base fee for Years 1 through 3 due to upfront renovation work.**

In Year 2009 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions, which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 28th day of July, 2003.

OWNER:

UTILITY SERVICE CO., INC.

by

by

CITY MANAGER

**Kirt Ervin**

**Water Systems Consultant**

title

title

witness

witness

seal:

seal:

Addendums to Contract Number 500,000 Gallon Elevated, Dated June 30, 2003

No. 1

In Year 1 the interior renovations and repairs, will be completed, as per the attached specifications. In year 3, the exterior renovations and repairs will be completed. The full renovation cost and maintenance fees are spread over the initial three (3) years of the contract for an annual cost of \$48,580.00 in each year. In Year 4, the annual cost will be the established base fee of \$13,460.00.

No. 2

**PAYMENT TERMS:** The first year's fee of \$48,580.00 will be due upon completion of the interior renovation with the following years due on September 1 of each year. The Owner has selected the following method of payment.

MONTHLY, QUARTELY SEMI-ANNUAL or LUMP SUM

**PLEASE CIRCLE PREFERRED METHOD OF PAYMENT**

No. 3

The initial three (3) years of the contract represent a project cost of \$145,740.00. Should the Owner elect to cancel the contract prior to the third year anniversary date, any outstanding balance is due within thirty (30) days of cancellation.

Owner

by

date

witness

Utility Service Company, Inc.

by

date

witness

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

## RENOVATION SPECIFICATIONS FOR MOBERLY, MISSOURI

### **TANK EXTERIOR**

- 1) The entire exterior shall be cleaned utilizing high pressure water cleaning with detergent as needed to remove mold/mildew, dust, dirt, and all surface contaminants.
- 2) Areas where rust, loose paint, or unsound coatings exist shall be spot cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning.
- 3) After cleaning, all bare metal areas shall receive two coats of Tnemec Series 66 at 2.0-3.0 mils DFT.
- 4) The complete exterior shall receive one finish coat of Tnemec Series 1075 at 2.0-4.0 mils DFT. All lettering shall be repainted.
- 5) All accesses shall be locked and secured.
- 6) The tank shall be made ready for service.

### **TANK INTERIOR**

- 1) The interior shall be high-pressure water cleaned to remove all mud, silt, and foreign debris.
- 2) The complete interior wet areas shall be blast cleaned in accordance with SSPC-SP10 "Near White Metal Cleaning" to include all ladders, pipes, and steel accessories associated with the complete interior. Minimum surface profile shall be 1.5 mils.
- 3) After cleaning all surfaces are to be blown down using dry compressed air to remove all dust and other foreign material.
- 4) The complete interior shall be coated in accordance with AWWA D102-97 Paint System ICS-1-W using Tnemec Series 20 Pota-Pox as scheduled below:
  - a. Stripe Coat: All weld seams shall receive one coat of Series 20 by brush or roller
  - b. Prime Coat: Apply one full coat of Series 20-1255 at 4.0-6.0 mils DFT
  - c. Finish Coat: Apply one full coat of Series 20-15BL at 4.0-6.0 mils DFT.

The total minimum thickness shall be no less than 8 mils DFT.
- 5) The interior shall receive forced ventilation to ensure proper curing of the interior lining.
- 6) All manways shall be fitted with new gaskets.
- 7) The interior shall be disinfected in accordance with AWWA C652-92 Disinfection of Water Storage Facilities (Spray Method No. 2).
- 8) The interior shall be sealed in a watertight condition and made ready for service.
- 9) All spent abrasive shall be properly collected and disposed off-site.

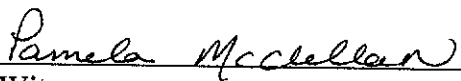
### **REPAIRS**

- 1) Install an OSHA approved riser protective railing system.
- 2) Install aluminum ladder guard on leg ladder.
- 3) Modify ladder and balcony transition, per OSHA regulations.
- 4) Install a midrail on the handrail system, per OSHA regulations.
- 5) Install a new 24-inches diameter balcony manway with interior ladder.
- 6) Install additional 10 feet to interior ladder
- 7) Coat the foundations with two coats of epoxy.

**MOBERLY, MISSOURI**  
**WATER TANK MAINTENANCE PROGRAM**  
**HOLD HARMLESS AGREEMENT**

The Company agrees to indemnify the Owner and hold the Owner harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property by reason of any act, omission, or representation of the Company or its' subcontractors, agents, or employees in the execution of this Contract.

  
\_\_\_\_\_  
Kirt Ervin  
Utility Service Company, Inc.

  
\_\_\_\_\_  
Witness

Dated: June 30, 2003



**CITY OF MOBERLY, MISSOURI**  
**MAINTENANCE PROGRAM SCHEDULE OF WORK & FEES**

TANK	YEAR 1 2003	YEAR 2 2004	YEAR 3 2005	YEAR 4 2006	YEAR 5 2007	YEAR 6 2008	YEAR 7 2009
WICKER TANK (500,000 gal.)	Total Interior Renovation  \$48,580.00	Engineering Inspection & Report  \$48,580.00	Total Exterior Renovation  \$48,580.00	Engineering Inspection & Report  \$13,460.00	Washout Inspection & Report  \$13,460.00	Engineering Inspection & Report  \$13,460.00	Washout Inspection & Report  \$14,800.00**
ROLLINS TANK (250,000 gal.)	Washout Inspection and Touchup	Total Exterior Renovation  \$34,820.00	Engineering Inspection & Report  \$34,820.00	Total Interior Renovation  \$34,820.00	Engineering Inspection & Report  \$9,950.00	Washout Inspection & Report  \$9,950.00	Engineering Inspection & Report  \$9,950.00
SPARKS TANK (1.0 MG)	Inspection - Already Complete	Engineering Inspection & Report  \$29,694.00	Washout Inspection & Report  \$29,694.00	Total Exterior Renovation  \$64,814.00	Total Interior Renovation  \$89,684.00	Engineering Inspection & Report  \$89,684.00	Washout Inspection & Report  \$24,950.00
<b>Annual Cost</b>	<b>\$48,580.00</b>	<b>\$113,094.00</b>	<b>\$113,094.00</b>	<b>\$113,094.00</b>	<b>\$113,094.00</b>	<b>\$113,094.00</b>	<b>\$50,138.00</b>

Utility Service Co., Inc. assumes ALL future maintenance and renovation costs per the Water Tank Maintenance Contract. The base fee can be adjusted every three years up or down, to reflect the previous years increase in costs, with a maximum change of 5% per year, and then fixed for another three years. The above annual costs can be paid in lump sum payments or spread equally in two semi-annual payments.

\*\* Estimated annual fee based upon 3 percent annual increase. Actual increase will be determined during 2008

Sep 28 04 11:59a

Utility Service

314.909.9555

WS #6.

P. 2

City of

*Moberly!*

101 West Reed Street • Moberly, Missouri 65270-1551  
Phone: (660) 263-4420  
Fax: (660) 263-9398

September 27, 2004

Kirt Ervin  
439 S Kirkwood Rd Suite 214  
Kirkwood Mo. 63122

Re: Updated Schedule of Work & Fees

Dear Mr. Ervin:

This is the updated schedule of work and fees and the ordinance signed. Please call if you have any questions. Thank you.

Sincerely,

*Mary E. West*

Mary West  
City Manager

City Hall  
660-263-4420

City Manager  
660-263-4705  
Ext. 2082

City Clerk  
660-263-4705  
Ext. 2053

Code Enforcement  
Building Inspection  
660-263-4705  
Ext. 2024

Community  
Development  
660-263-4705  
Ext. 2039

Finance  
660-263-4705  
Ext. 2073

Fire Alarm-Emergency  
660-263-4705  
Ext. 2035

Emergency - 911

Linemen  
660-277-4949

Parks & Recreation  
660-263-4757

Personnel  
Purchasing  
660-263-4705  
Ext. 2040

Police Non-Emergency  
660-263-4744

Public Works  
660-263-4705  
Ext. 2036  
Sanitation  
Street Maintenance  
660-263-4411

Utility Billing  
660-263-4420

Water/Wastewater  
660-263-4705  
Ext. 2038

City of

*Moberly!*

101 West Reed Street • Moberly, Missouri 65270-1551  
Phone: (660) 263-4420  
Fax: (660) 263-9398

September 27, 2004

Kirt Ervin  
439 S Kirkwood Rd Suite 214  
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Re: Updated Schedule of Work & Fees

Dear Mr. Ervin:

This is the updated schedule of work and fees and the ordinance signed. Please call if you have any questions. Thank you.

Sincerely,

*Mary E. West*

Mary West  
City Manager

City Hall  
660-263-4420

City Manager  
660-263-4705  
Ext. 2082

City Clerk  
660-263-4705  
Ext. 2053

Public Information &  
Building Inspection  
660-263-4705  
Ext. 2038

Community  
Development  
660-263-4705  
Ext. 2038

Finance  
660-263-4705  
Ext. 2073

Fire/Non-Emergency  
660-263-4705  
Ext. 2035

Emergency - 911

Lab & Mill  
660-277-4843

Public & Recreation  
660-263-4751

Personnel  
Purchasing  
660-263-4705  
Ext. 2049

Police Non-Emergency  
660-263-4744

Public Works  
660-263-4705  
Ext. 2086  
Sanitation  
Street Maintenance  
660-263-4831

Utility Billing  
660-263-4420

Water/Wastewater  
660-263-4705  
Ext. 2038

# Utility Service Co.

439 S. Kirkwood Rd., Suite 214 • Kirkwood, MO 63122  
Phone (314) 909-9595 • Fax (314) 909-9555



www.utilityservice.com

## ADDENDUM NUMBER 4

### WICKER, ROLLINS, AND SPARKS TANK CONTRACTS MOBERLY, MO

Due to the delay in completing the Wicker Street interior renovation, the desire of the City to have the logo replaced on each of its towers, and USCI workload, USCI proposed the following changes to the contracts dated June 30, 2003.

The updated schedule of work and fees is attached. All scheduled work shall be completed prior to Dec. 31 of the scheduled calendar year, weather permitting. Any work delayed due to inclement weather shall be completed as soon as weather allows in the Spring of the following year.

The schedule of fees shall be delayed one calendar year to prevent two annual fees from occurring in the same fiscal year. The City has elected a quarterly payment schedule with payments beginning on September 1 of each year.

By signing below, the City agrees to these changes to the original contracts and will become parts of the original contracts.

*Rut S. Co.*  
Utility Service Co.

9-3-04  
Date

*[Signature]*  
City of Moberly, MO

9-28-04  
Date

# **CITY OF MOBERLY, MISSOURI** **SCHEDULE OF WORK & FEES**

TANK	YEAR 1 2004	YEAR 2 2005	YEAR 3 2006	YEAR 4 2007	YEAR 5 2008	YEAR 6 2009	YEAR 7 2010
WICKER TANK (500,000 gal.)	Total Interior and Exterior Renovation \$48,580.00	Engineering Inspection & Report \$48,580.00	Washout Inspection & Report \$48,580.00	Engineering Inspection & Report \$13,460.00	Washout Inspection & Report \$13,460.00	Engineering Inspection & Report \$13,460.00	Washout Inspection & Report \$14,800.00**
ROLLINS TANK (250,000 gal.)	Total Interior and Exterior Renovation	Washout Inspection & Report \$34,820.00	Engineering Inspection & Report \$34,820.00	Washout Inspection & Report \$34,820.00	Engineering Inspection & Report \$9,950.00	Washout Inspection & Report \$9,950.00	Engineering Inspection & Report \$9,950.00
SPARKS TANK (1.0 MG)	Engineering Inspection & Report	Total Exterior Renovation \$29,694.00	Washout Inspection & Report \$29,694.00	Engineering Inspection & Report \$64,814.00	Total Interior Renovation \$89,684.00	Engineering Inspection & Report \$89,684.00	Washout Inspection & Report \$24,950.00
Annual Cost	\$48,580.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$113,094.00	\$50,138.00

Work and Fee Schedule Addendum No.4  
Moberly, Missouri

of September, 2004.

*Lawrence G. Gorman*  
Presiding Officer at Meeting

ATTEST:

*DK Hallaway*  
City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.

Department: Parks and Recreation

Date: January 18, 2022

**Agenda Item:** MACC Field Use

**Summary:** Attached is an agreement between the City of Moberly and MACC on use of fields at the Howard Hills Athletic Complex for practices and games. Sanctioned games would begin in February 2023. Practices and exhibition games would begin by fall 2022.

**Recommended**

**Action:** Direct staff to bring a Resolution to the February 7, 2022 meeting.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

**ATTACHMENTS:**

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

**Roll Call**

**Aye** **Nay**

**Mayor**

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

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

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

M\_\_\_ S\_\_\_ **Davis** \_\_\_\_\_

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

Passed Failed

## BALL FIELD RENTAL AGREEMENT

### CITY OF MOBERLY, MISSOURI

Comes now the City of Moberly, Missouri (the "City") and the Moberly Area Community College (the "College") and hereby enter into the following Ball Field Rental Agreement (the "Agreement") this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

#### RECITALS

1. The College is desirous of sponsoring softball and baseball teams to compete as representatives of the school and is in need of a location and facilities for such purpose.
2. The City owns and operates a number of fields at the Howard Hills Athletic Complex and is willing to assist the College by making available fields for practice and games.
3. The terms of this Agreement shall not be effective until approved by governing bodies of each party to thereto as provided by their respective ordinances and policies.

#### TERMS

##### A. LOCATIONS.

The College will utilize four fields for their softball and baseball programs. Softball will use fields known as Green 4 for practice and Green 3 as a game field. Baseball will use fields known as Red 2 for practice and Red 1 for games. All fields are located within the Howard Hills Athletic Complex. College agrees to follow and comply with all City Rules and Regulations posted at the facility.

##### B. TERM.

The initial term of this Agreement shall be for a period of five years next following the Effective Date. Thereafter the Agreement shall automatically renew for successive two-year terms unless terminated by either party. Either party may terminate the Agreement, with or without cause, by providing written notice to the other at least sixty (60) days prior to the next automatic renewal date.

The parties anticipate that the fields will be rented for the Fall of 2022 and the Spring and Fall of 2023. Rent shall be paid based on use of the facilities for practice and games. The College agrees to notify staff of the City's Parks and Recreation Department at least thirty (30) days in advance of the number of times each week that the fields are used. City staff will then invoice the College on a monthly basis for use. MACC will be billed for its softball and baseball field fees separately. Softball and baseball field fees will *each* be capped annually at \$12,500.

City retains the right to fulfill its core mission by ensuring field availability for youth baseball and softball which run mid-May through late July. City also retains the right to schedule outside tournaments outside the February-to-May MACC season.

##### C. AMOUNT.

Games.

Each use of Green 3 will be charged at the rate of \$112.50.  
 Each use of Green 4 will be charged at the rate of \$112.50.  
 Each use of Red 1 will be charged at the rate of \$112.50.  
 Each use of Red 2 will be charged at the rate of \$150.00.  
 Rental payments shall be due within thirty (30) days of each invoice date.

Practice.

Practice use will be billed at fifty percent (50%) of the then effective nonprofit rates published by the City.

**D. FIELD MAINTENANCE AND OPERATION.**

The City will perform all mowing of each facility during the terms described above according to its current program. The City will keep in good working order all scoreboards, lights, pitching machines and maintain any fences and bases needed for play. The City will empty trashcans and clean restrooms as needed.

The College shall be responsible for all other maintenance during the terms of use including infields maintenance, field game preparation, pick-up of all trash in the field playing area, dugouts, bleachers, sidelines, restrooms and parking lot at the end of each day. All maintenance performed by the College shall be supervised by a College employee. Operation of scoreboards, supervision of games and supplying a designated person for first aid needs is to be provided by the College.

**E. CONCESSIONS AND MERCHANDISE.**

The City or the contracted concessionaire will have exclusive rights for all concessions at all fields. The College may sell merchandise such as t-shirts, banners, balls, etc. The City may authorize the College to sell concessions at the field(s) prior to the start of youth sports due to staff constraints.

**F. SPONSORSHIPS AND SIGNAGE**

The College may run a banner sponsorship program for the baseball and softball game field during the February to May season annually. The College is to organize and promote the program, provide for the banners in coordination with its sponsors, and hang and maintain the banners, and remove the banners for safe offsite storage at the end of its season each year.

The College may hang temporary banners or signage during their season annually to brand their baseball and softball game fields "Home of the Greyhounds" or similar branding during their season. Temporary signage should be removed annually at the end of their respective seasons and before youth leagues unless authorized in writing to leave such signage up.

**G. HOLD HARMLESS.**

To the fullest extent not prohibited by law, College shall indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against all claims, damages, losses, and



expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of College, its employees, students or any person directly or indirectly employed by College or by any third party using the fields at the invitation of the College, in connection with the use of the fields as provided in this Agreement.

**H. NO WAIVER OF IMMUNITIES.**

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its elected officials, officers, agents and employees have any liability in damages or any other monetary liability to the College or any of its officials, officers, agents or employees in respect of any suit, claim, or cause of action arising out of this Agreement and the College waives any such claim except any claim premised on the negligence of the City. No elected officials, officers, agents or employees of the City shall be personally liable to the College or its officials, officers, agents or employees in the event of any default or breach by any party under this Agreement.

**I. COMMUNICATIONS.**

Any notice or communication concerning this Agreement shall be addressed to:

If to the City: Moberly Parks and Recreation Department  
Attn: Troy Bock  
101 West Reed Street  
660-269-7613

If to the College: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**J. IMPROVEMENTS.**

The College anticipates making certain improvements to the facility pursuant to a separate agreement to be executed between the parties. Any such improvements shall become property of the City and shall remain with the City following the end or termination of this agreement.

**K. AMENDMENTS.**

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties unless agreed to in writing and approved or ratified by the governing body of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MOBERLY, MISSOURI**

**MOBERLY AREA COMMUNITY COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #8.

Department: Parks and Recreation

Date: January 18, 2022

**Agenda Item:** MACC Field Improvements Agreement

**Summary:** Attached is an agreement between the City of Moberly and MACC related to field improvements at the Howard Hills Athletic Complex.

### Recommended

**Action:** Direct staff to bring a Resolution to the February 7, 2022 meeting.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

#### ATTACHMENTS:

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

#### Roll Call

#### Aye

#### Nay

#### Mayor

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

\_\_\_

\_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

## COOPERATIVE AGREEMENT FOR HOWARD HILS FACILITY UPGRADES

THIS COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ( the "Effective Date") by and between the **CITY OF MOBERLY**, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "**City**") and **MOBERLY AREA COMMUNITY COLLEGE**, 101 College Avenue, Moberly, Missouri, 65270 (the "**College**"). ("**City**" together with "**College**", the "**Parties**")

### RECITALS

- A. The College is in the process of instituting baseball and softball programs and has entered into a rental agreement with the City for use of ball fields at the Howard Hils Athletic Complex for this purpose.
- B. The College is desirous of certain improvements or upgrades being completed to the rented ball fields and the City is willing to complete said upgrades in a timely manner.

### AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and College each hereby agrees as follows:

#### ARTICLE I. FACILITY UPGRADES

**Section 1.1.** Improvements of a mutually agreeable nature and timeline may be made to the fields. These may include, but are not limited to dirt work, dugouts, bullpens, and batting cages.

#### ARTICLE II. CONSTRUCTION AND PAYMENT

**Section 2.1. Construction.** The City shall be responsible for arranging for bidding the construction of each upgrade described above using outside vendors upon receipt of complete, bid-ready specifications from MACC. The projects will be bid upon mutual agreement of bid-ready specifications as provided and revised. The City will work cooperatively with the College to ensure that each upgrade meets the College's expectations.

**Section 2.2. Payment for Upgrades.** The City shall front all costs associated with the upgrades and the College will repay the City in an amount not to exceed the sum of One Hundred Thousand Dollars (\$100,000.00) in five (5) equal annual payments. The first payment of Twenty Thousand Dollars (\$20,000.00) shall be due and payable to the City on the first anniversary of the Effective Date of this Agreement with a like payment on the same date each year for the following four (4) years. The College shall be responsible for any upgrade costs in excess of \$100,000. College agrees to reimburse the City for costs in excess of \$100,000 at the time said improvements are completed. City agrees to provide College written documentation of costs associated with the upgrades on a regular basis or upon request.

**Section 2.3. Payments are Contractual.** The payments provided for in Section 2.2, above are contractual and not mere recitals. It is expressly understood and agreed that the repayment terms and agreement for upgrades described in Section 2.2 of this Agreement is contractual and must be paid by the College to the City regardless of the status of other agreements between the Parties for rental of the City ball fields.

### **ARTICLE III DEFAULT**

**Section 3.1. Remedies in Default.** Nonpayment of any amounts due hereunder shall constitute a default and breach of this Agreement by College. City agrees to provide College written Notice of Default. College shall remedy any default within ten (10) days of the date of Notice. In the event College fails to remedy a default, City may at any time thereafter avail itself of the following remedies which are cumulative and not exclusive:

- a. City may recover possession of all ball fields under lease or being used by College and College's right to use said ball fields shall terminate immediately and College shall immediately remove all personal property from the premises. City may remove such personal property to another location with College assuming all risk of loss or damage to such property.
- b. City shall be entitled to recover from College all damages incurred by City by reason of College's default, including, but not limited to, all payments due hereunder for upgrades to Howard Hills ball fields, the cost of recovering possession of the ball fields, interest in the maximum amount allowed by law for damages, and reasonable attorneys' fees.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:                   City of Moberly  
                          Attention: Troy Bock  
                          101 West Reed Street  
                          Moberly, Missouri 65270

College:

**Section 4.3. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the

Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.4. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them, and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant, or condition.

**Section 4.5. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the either parties' Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir, or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.6. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**COLLEGE**

By: \_\_\_\_\_  
Dr. Jeffrey Lashley

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #9.

Department: Administration

Date: January 18, 2022

**Agenda Item:** Appointment to the Historic Preservation Commission

**Summary:** Due to the unfortunate passing of Herb Lawrence on the Historic Preservation Commission. This Historic Preservation Commission is in need to fill the open board commission position. The board has received application from Lee Seekins to fill this position. The commission is asking the City Council to accept this request and appoint this individual to the board.

**Recommended**

**Action:** Direct staff to bring to the February 7<sup>th</sup> meeting for final approval

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

\_\_\_ \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_ \_\_\_

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

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_ \_\_\_

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

\_\_\_ \_\_\_

Passed Failed

## 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 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: Historic Preservation Date: 2/22/21

Your Name: Lee Seekins Street Address: 914 S. 4<sup>th</sup> Street

Phone number(s): (evening) (509) 720-8504 (day) (509) 720-8504

Email: lee.seekins@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? Since May 2020

Occupation: Homemaker Employer: \_\_\_\_\_

**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 bring a Juris Doctorate degree (MU 2009) to the table, which I believe will be helpful in navigating ordinances and other legislation. I also have several years of grant writing experience and grant administration experience. I am a skilled professional, legal, and technical writer with the willingness to practice and improve.

What particular contributions do you feel you can make to this board or commission?

A passion to see the historic properties of our community preserved, and usable, for ourselves and future generations. A desire to involve myself in community betterment. A professional, but good natured approach to community issues.

**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. Rich Black Phone: (509) 431-7586
2. Jo Ann Lyngholm Phone: (509) 631-1172
3. J. W. Ballinger Phone: (660) 263-7139

[Signature]  
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

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #10.

Department: Public Works

Date: January 18, 2022

**Agenda Item:** Presentation from McClure on the Marketing Study Report for the Fennel Building.

**Summary:** We are currently working with a developer for a concept plan and working on details for a lease purchase of the facility. Clint Sloss with McClure will be present to run through their attached work to this point, and answer any questions you may have.

**Recommended**

**Action:** For review at this time.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

\_\_\_ \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_ \_\_\_

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

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_ \_\_\_

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

\_\_\_ \_\_\_

Passed Failed



# THE FENNEL BLOCK



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ON BEHALF OF  
THE CITY OF MOBERLY, MO





# THE CURRENT SITUATION

Every community has at least one building with a story just like the Fennel building: this historic site has faced a variety of patchwork alterations over the years and fell into serious disrepair due to deferred maintenance. Once light-filled showrooms bathed with natural light have been replaced with non-historic bricks, creating a solid wall featuring mismatched brick repairs and non-historic doors and windows. These conditions combined with the old "ghost signs" have left this building as a shell of its former self.

When it was clear this building was close to condemnation, the City of Moberly stepped in with a vision to revitalize the space as a catalyst for downtown. Stabilization was the key first step in this process with a complete replacement of the roof for the main Fennel building and former Pro Auto building. The structure that was once JT Lumber was too far gone

and had to be razed. The City also invested in environmental clean-up efforts with asbestos testing and removal throughout the property. For short-term use, the City added new garage doors to the Pro Auto building and will store maintenance emergency vehicles.

The former JT Lumber area has been transformed into a 6,700 square foot outdoor patio with a marketplace surrounded by the original brick façade structure and covered by 20-foot-wide canopies. Plans for the adjacent green space include an open area for live music and other entertainment along with ample parking. A layout view of the outdoor venue can be seen on the following page.

The remaining unfinished space includes the primary Fennel building and the Pro Auto building, totaling 13,800 square feet. The question is how to best utilize this interior space to both support the outdoor event venue operated by the City and create a private business that can be successful.



# RECENT IMPROVEMENTS



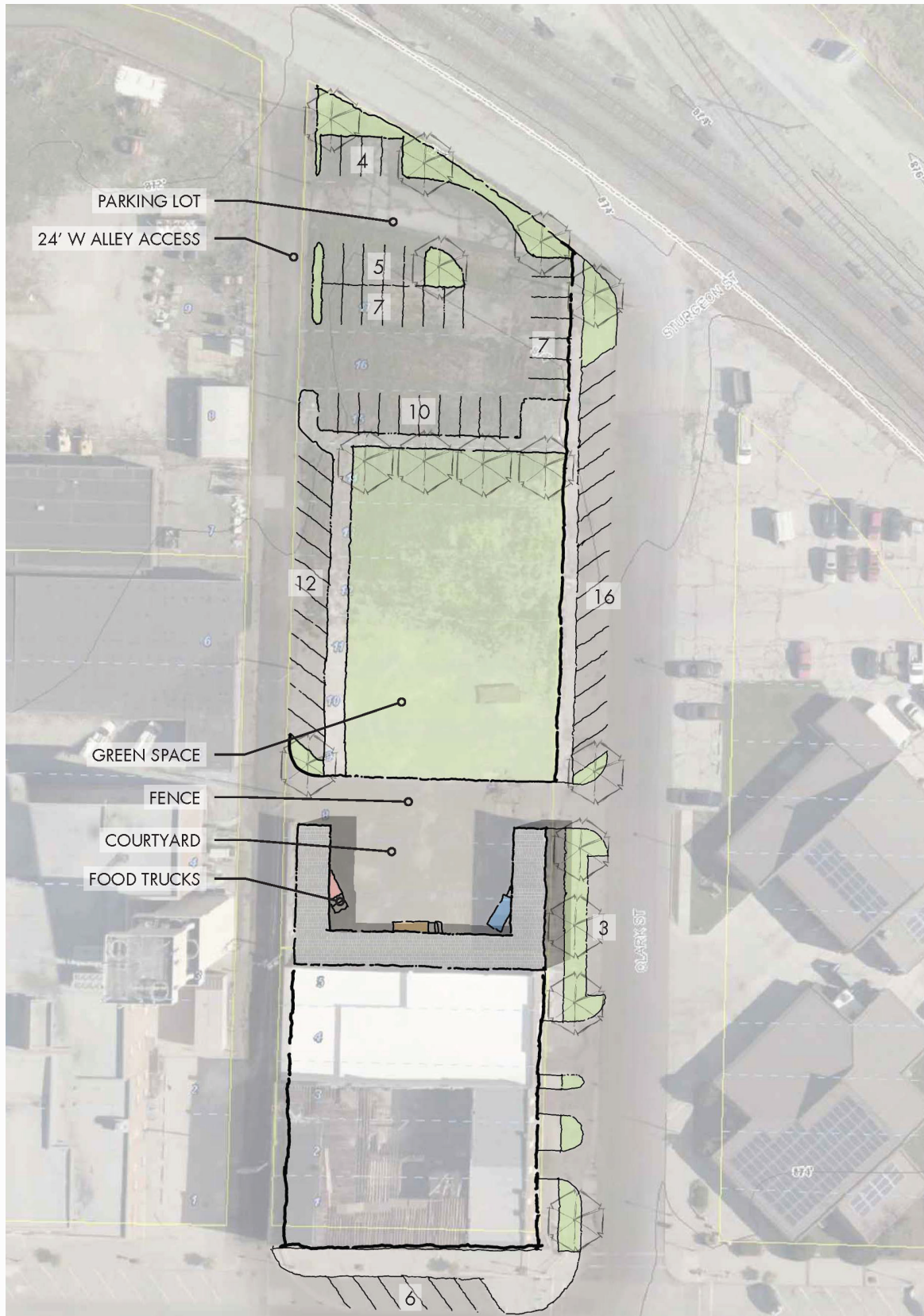
*Recently completed sidewalk and parallel parking stalls along N Clark Street looking north (top left); new sidewalk along remaining facade of JT Lumber (bottom) with 3D mural with truck bed bench (top right).*



*Open-air marketplace with canopies (top and middle) with paved access and future greenspace for the outdoor venue (bottom).*



# OUTDOOR VENUE LAYOUT

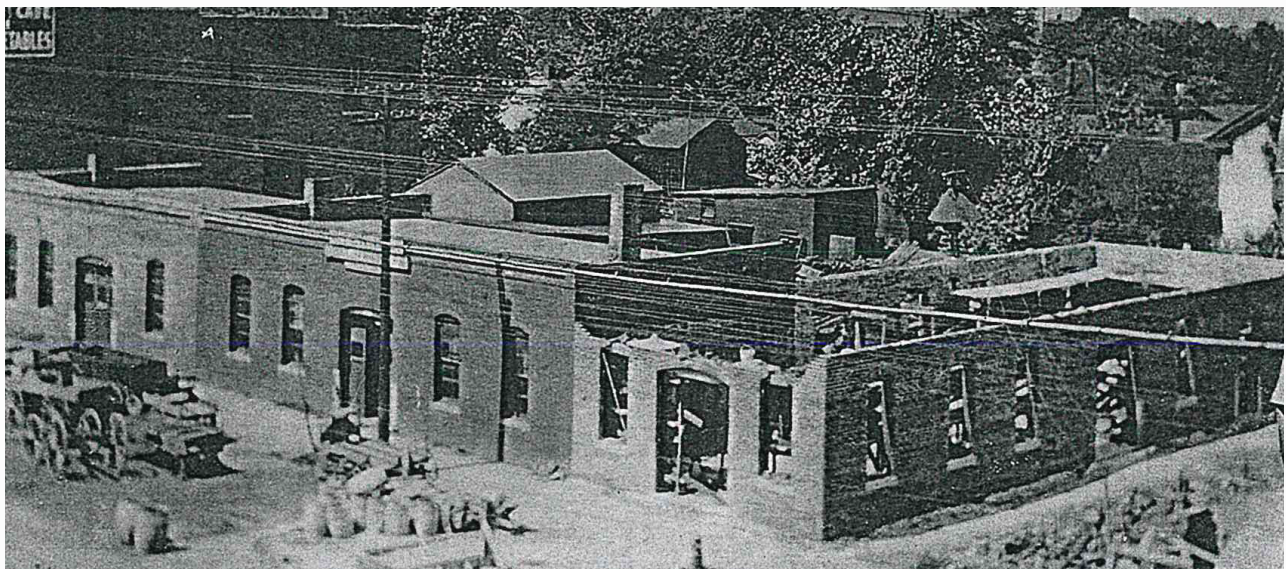


# FENNEL BLOCK HISTORY

The Fennel Carriage and Wagon Works here on the northwest corner of Coates and Clark Streets existed as a commercial enterprise for over 125 years. Founder, William Fennel, immigrated from Germany and landed in New York in June of 1866 where for a few months he constructed bird cages before moving to St. Louis. There he changed careers from a cabinetmaker to a blacksmith and moved to Moberly in 1872, joining his brother, Werner, in the operation of a blacksmith shop here in the 300 block of Coates Street. There the brothers built up a business of blacksmithing specializing in delivery wagons, funeral coaches, farm wagons, buggies, and carriages. In the early days of Moberly's fire service, Fennel constructed the town's first fire wagon.

In 1942, one of the famous Fennel wagons was taken out of storage, and, pulled by a horse was used to deliver groceries from one of Moberly's famous, neighborhood grocery stores. That wagon is now on display at the Railroad Museum of the Randolph County Historical Society.

Younger generations of the family continued the business as times changed from the "horse and buggy" to gasoline-powered cars and trucks. In 1931 the Fennel Auto and Body Works continued to follow their motto of "We build or Repair Everything on Wheels" as they started with the sales of the Studebaker line and later selling and repairing Chrysler and Plymouth automobiles.



*Image of the Fennel Carriage and Wagon Works building under construction in 1872 (image courtesy City of Moberly)*



# BUSINESS DESCRIPTION

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The City of Moberly solicited the assistance of McClure's Community Development team to conduct a capacity assessment and business plan to activate the Fennel Block property. In July 2021, McClure's team toured the property and met with local leaders to learn about what they thought would work in the space. Based on this feedback as well as other studies, including the most recent tourism study, the proposed business plan for the Fennel Block property is something that could put Moberly on the map as a tourism destination - craft brewery, distillery, or winery operation.

Any one of these craft businesses will serve as a major attraction for regional tourism while serving the local need to expand the cultural amenities for the community. This proposed startup business will also serve as a catalyst for the re-development of the north-central block of the Moberly Depot District. The business will produce its own unique recipes for on-site consumption as well as some local and targeted distribution. Additionally, they may serve non-alcoholic beverages such as soda and coffee.

The purpose of the business is to enhance the quality of life in Moberly by providing a space for

the community and visitors to gather. This business will help to attract and retain new residents and add another point of interest for tourism. The craft production operation will add value to a currently underused property and provide employment opportunities for local residents. Further, this business plan lays out a scalable approach that will lead to a profitable business for an established or aspiring entrepreneur.

The level of investment needed to grow a craft production can be daunting, so beginning with a taproom or tasting room is suggested to test the market and decide upon future expansion plans; if it is determined the market will support a production facility, there is room on the remainder of the property to accommodate and expansion and increase wholesale capabilities.

From a broader community perspective, the vision is that this entity will become a regional draw for the Depot District and spur additional traffic and development to the community. Craft breweries, distilleries, and wineries have a great track record of becoming hubs for communities and attracting complementary businesses to the area.



# THE COMMUNITY

Moberly's population is 13,717 and the community is a commercial hub of Randolph County with a total population of 24,716. Nearly 74 percent of residents are over the age of 21, leaving a nice population to support the proposed craft business operation if the assumption is made that five percent of the population - approximately 506 people - would frequent the business. Tourism will bring an additional customer base as Moberly is a short drive from Columbia and is centrally located between Kansas City and St. Louis off I-70 via U.S. 63.

Major industry in Moberly includes Veyance Technologies, Worldwide Recycling Equipment, Wilson Trailers, Mid-Am Building Supply, Everlast (the boxing and sporting goods company), and Orscheln Farm and Home National Headquarters. These industries will benefit from any of the proposed craft business operation types, as it will enhance the quality of life, help to attract and retain employees and provide a space to entertain customers and vendors.

The strength of a craft production operation is that it is set apart from a standard bar because it produces its own unique products and allows consumers to engage more deeply with the process. The downside is that it can turn off people who do not consider themselves craft drinkers. There may be some outreach and education necessary to make everyone feel welcome.



# PAST STUDIES

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The City of Moberly, along with other local groups, has made past investments in planning for the future of downtown and the community as a whole. Below is a selection of relevant excerpts that were taken into consideration as the strategy for the Fennel Block building was under development.

## ***2021 Hotel Market Analysis***

While the report doesn't specifically connect to the Fennel Block, it highlights the opportunity to site a hotel in the downtown area. The findings note the local market's ability to accommodate a new hotel operation with 50-75 keys or rooms. The success of this proposed hotel is dependent on expanding the appeal of the Depot District to tourists as well as the regional retail market. That includes creating more retail, restaurant, and entertainment options to help keep patrons in town longer. The proposed craft business operation can play a major part in attracting more people to Moberly and the Depot District.

## ***2018 TOURISM STRATEGIC PLAN & FINAL REPORT***

This five-month study was completed by Destination Services, LLC, with the expressed purpose of determining "the feasibility of pursuing the tourism industry in Moberly and creating strategies to develop the industry as an economic engine." A survey was deployed with 338 participants providing their unique feedback. Some of the highlights from this survey include:

- 50% of the resident participants want downtown revitalization efforts to include a high-energy lifestyle with a variety of retail options and diverse culinary and cultural activities.
- The top three desired downtown improvements included (1) more entertainment, (2) culinary options, and (3) a vibrant downtown.
- Focus on retaining "small town flavor". The visitor segment of the survey participants noted a lack of evening activities, music, activity options for children, and culinary variety.
- Shopping is a major tourism driver, and, as such, this specific characteristic will immensely assist in establishing the destination.

***2018 Historic Downtown Moberly – Design Guidelines***

The plan references the Fennel Block and its position on Coates Street with great potential to be more pedestrian-friendly and active noting the longstanding vibrancy of the building. A site that is walkable will help provide pedestrians with a pleasant experience and provide an opportunity for people to discover the chosen business in the space. The Design Guidelines also note the current condition of the structure and suggest improvements to retain its historic character.

***2016 Comprehensive Plan***

Preserving the character of and the desire to revitalize downtown buildings were common themes throughout the recent comprehensive plan. Both residents and local leaders agreed “revitalization of the downtown area” and “downtown stability” should be a high priority to improve the central business district area. Since the completion of the plan, the City has expanded its existing incentives and offers a diverse set of tools to support business growth in the core of the Depot District. The 2018 Historic Downtown Design Guidelines were also a direct result of this planning process, further demonstrating the City’s support of and concern for preserving the downtown’s historic character.

# THE RESURGENCE OF MICROBREWING

The Missouri beer industry is synonymous with Anheuser-Busch in St. Louis. However, according to the Brewer's Association, Missouri ranks 18th among all states with more than 150 craft breweries in the state and 10 currently in the planning phase. Since 2011, the number of craft breweries in Missouri has nearly quadrupled starting with just 43 locations a decade ago. What is driving this explosive growth?

In 1978, there were fewer than 100 brewing locations and only 42 brewery owners. Then breweries that had been long gone were resurrected such as Anchor Brewing Co and New Albion Brewing, both in California, F.X. Matt/Saranac in New York, August Schell in Minnesota, and Spoetzl Brewery in Texas. along with newcomers Boston Beer (i.e. Sam Adams) in Massachusetts. Studies have shown the success of these forward-thinking entrepreneurs was based on three factors:

- locations with higher disposable
- income, a denser population, and
- a greater number of young adults.

These pioneering microbrewers attribute much of craft beer's success from the consumer's frustration with mass-produced beer made from cheap ingredients. A grassroots beer culture

emerged. The homebrewing hobby began to thrive as the only means to experience the beer traditions and styles of other countries. These homebrewing roots gave birth to what we now call "craft brewing."

The microbrewery phenomenon picked up in the early 1990s, with annual volume growth increasing each year, from 35 percent in 1991 to 58 percent in 1995. Soon, the U.S. landscape was dotted with taprooms, as drinking beer became less about the alcoholic content and more about the quality and experience. Craft beer allows for constantly changing flavors, recipes, and stories.

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## \$114 BILLION

DOMESTIC BEER SALES  
ATTRIBUTED TO CRAFT  
BREWERIES OR 24% OF THE  
TOTAL U.S. MARKET (2020)  
Brewer Association of American

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# RIVER BOTTOM BREWING CARROLLTON, MO

River Bottom Brewing brewed its first batch in 2016 and opened its taproom in summer 2017. They prioritize brewing small batches, serving great pizza, and providing live entertainment. These three components have proven a winning combination for both the business and Carrollton community (pop. 3,432), just 60 miles west of Moberly. Located on main street, the brewery has become a communal space offering live music and seasonally-themed parties.





# THE EMERGENCE OF CRAFT DISTILLERIES

Craft brewing in the U.S. continues to experience exponential growth, with nearly a quarter of beer volume coming from craft brewers. While the U.S. craft spirits market is growing at a much slower pace (1.1 percent year over year), the American Craft Spirit Association reported that their market share of total U.S. spirits sold reached 4.7 percent in volume and 7.1 percent in value in 2020, up from 2.2 percent in volume and 3 percent in value in 2015. Coupled together, this rapid growth and smaller market share indicate a strong opportunity for craft distilleries.

A 2017 report on the Kentucky distilling industry explains the economic impact of the industry begins with the direct benefits of business operations, including production, sales, employment, exports, and capital investments. These are followed by the commodities - glass, plastics, flour, malt, etc. - purchased by the distilling industry as well as complementary services, such as banking, insurance, legal, accounting, and advertising.

While craft offerings are starting to appear in grocery stores and tap lines, there is still room for growth in the Missouri market. The trend is towards hyper-local experiences, such as tasting rooms. These venues can help build brand awareness and can be a springboard to distribution by growing the brand and expanding business operations.







WS #10.

# THE FOUNDRY WEST DES MOINES, IA

The Foundry took an abandoned 1890s railcar barn and iron foundry and envisioned the cavernous space as a social gathering space with a distillery, food and beverage hall, and commissary kitchen. Each of these businesses are separate entities but support one another and share in their success.

- The Hall - food and beverage component of the Foundry with over 50 taps, a rotating food truck menu, pop-up space, and an outdoor beer garden
- The Kitchen DSM - commissary kitchen with a social mission to fight hunger and homelessness and provide skills training; they opened a full-time kitchen in May 2020 and kept food trucks to add variety to the menu
- The Distillery - an experiential distillery that features a 29' tall still, tasting room, and multiple bars and small event spaces

The location choice for this unique business was based on the property's vicinity to historic Valley Junction, one of Des Moines' most eclectic antiques and boutique shopping districts. The Hall hosts many special events in collaboration with the Valley Junction organization and has benefited from the regular flow of local and tourist traffic.



# SITE REVIEW

Past tourism and community-led studies have shown the public's support for a craft microbrewery or distillery as a community gathering space to enhance the quality of life for its residents, a social spot for businesses to entertain customers and vendors, and a draw to attract visitors into town. The Fennel Block property is well suited for this use as a mixed-use property with ample space for hosting both small and large events. The outdoor space on the north end of the property (i.e., former JT Lumber) also makes this an ideal location, as this connection helps extend patrons' stay so they can enjoy outdoor activities and live events.

A vibrant downtown business district is the cornerstone of a community, and a craft production facility will only enhance the appeal of the Depot District. The central commercial bay would allow for a generous production capability on-site with garage door access for initial equipment delivery and set up as well as ongoing deliveries and shipments. The main taproom or tasting room could be located in one of the outer commercial bays facing Coates Street. Access to the outdoor venue space is critical, so a passageway through the entire facility should be considered with access to the side door exiting onto Clark Street. The building is zoned B2-H Central Business District, which allows for a bar or tavern, but a conditional use permit may be necessary to allow a brewery or distilling operation at this location.

Renderings of the space have been developed for two business models: a distilling operation and a microbrewery. The updated layout for the Fennel Block and a rendering of the proposed taproom/tasting room are provided on the following page, with more detailed renderings available in Appendix 1.

## **CRAFT BREWERY OPERATION**

5-barrel brewhouse with two 10-barrel fermenters and four 5-barrel fermenters will allow for minimal production of 500 barrels per year.

## **CRAFT DISTILLING OPERATION**

4000L still  
MORE DETAILS TO BE PROVIDED



# INTERIOR LAYOUT



## TAPROOM / TASTING ROOM



# PRODUCTS + SERVICES

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The Fennel Block craft production business will produce and serve its finished products on site. Craft beer and spirits have been on the rise for the last several years not only for consumers interested in quality products but also their value as a beverage best enjoyed in a social environment. Having the production on-site adds to the uniqueness of the service establishment and creates a regional draw, giving people a reason to visit the community. It will be important to have a variety of drink options available of both products crafted on site along with a mix of drinks on-site and from other local wineries, breweries, and distilleries.

Quality, consistency, and authenticity will be essential in attracting and retaining patrons to the Fennel Block facility. As more craft distillers and brewers enter the market, it will be of the utmost importance for the owner to find an experienced distiller or owner who can showcase their artistry without losing these three components; this combination will allow the Fennel Block business to stand out among its competitors. The business could also produce alternative beverages such as house-made soda and other non-alcoholic options, such as cider or kombucha, to reach a wider audience, a key to success in smaller markets.

While craft food has become synonymous with microbrewers, it could be difficult to manage both a brewery business and a full restaurant. The business plan presented focuses on craft production first while promoting a partnership with food trucks and other local restaurants via daily specials or delivery service. The plans for the outdoor space include a regular schedule of food trucks to be available on the weekends and during special events. With that said, it is suggested the brewery should offer snack items for purchase such as small bags of chips, cheese, and jerky, possibly from local producers.

It is critical to recognize the prices for craft products tend toward the premium level due to the handcrafted, small-batch nature of the product. The cost of ingredients also tends to be higher due to quality and the inability to purchase in large quantities. However, since the operation can produce and sell directly to consumers on-site, the profit margins for the product will be generous. The tasting room/taproom will also be able to serve products from other breweries and distilleries to round out their selection. There is a movement to do more wine on tap, which should be built into the number of draft lines that will set their business apart and allow them to coordinate with local wineries for co-branding and/or co-marketing opportunities.



# DEFINITIONS + REGULATIONS

Craft breweries and distilleries are smaller operations with a distinct focus on innovation and unique takes on traditional styles. They focus on high-quality ingredients with traditional bases that may be enhanced with non-traditional ingredients but only to add a distinct flavor. Craft brewers and distillers are artists with a high degree of technical skill and are keenly aware of the integrity of their craft and how they go to market.

For the purposes of this report, we will use the Brewer's Association definition of a craft brewery. An American craft brewer is small, independent, and traditional:

- **Small** - Annual production of six million barrels of beer or less (approximately three percent of U.S. annual sales). Beer production is attributed to the rules of alternating proprietorships.
- **Independent** - Less than 25 percent of the craft brewery is owned or controlled (or equivalent economic interest) by an alcohol industry member that is not itself a craft brewer.
- **Traditional** - A brewer that has a majority of its total beverage alcohol volume in beers whose flavor derives from traditional or innovative brewing ingredients and their fermentation. Flavored malt beverages (FMBs) are not considered beers.

The American Craft Spirits Association defines a craft distillery as follows:

- A distillery that values the importance of transparency in distilling, and remains forthcoming regarding their use of ingredients, their distilling location and process, bottling location and process, and the aging process.
- A distillery that produces fewer than 750,000 gallons annually.
- A distillery that directly or indirectly holds an ownership interest of 51 percent or more of the distilled spirits plant.



## LOCAL + STATE REGULATIONS

Each state has different licensing laws that grant different permissions for how breweries go to market and operate their businesses. Missouri's Department of Public Safety defines the term "microbrewery" as a business whose primary activity is the brewing and selling of beer, with an annual production of 10,000 barrels or less. The following is an overview of the basic regulations that apply to a microbrewery operation:

- A license fee of \$5 per 100 barrels (A license fee of \$5 for every 100 barrels or fraction thereof, up to a maximum license fee of \$250).
- Notwithstanding any other provision of this chapter of the State regulation to the contrary, the holder of a microbrewer's license may apply for, and the supervisor of Alcohol and Tobacco Control may issue, a license to sell intoxicating liquor by the drink at retail for consumption on the premises.
- The holder of a microbrewer's license may also sell beer and malt liquor produced on the brewery premises to licensed wholesalers. However, holders of a microbrewer's license shall not, under any circumstances, directly or indirectly, have any financial interest in any wholesaler's business, and all such sales to wholesalers shall be subject to the restrictions of sections 311.181 and 311.182.
- The microbrewery licensee must register all products with the state of Missouri prior to offering them for sale in Missouri [Primary American Source and Brand Registration - Statute 311.275].

A distillery is classified as a liquor manufacturer-solicitor that allows for the manufacturing, distilling, or blending of intoxicating liquor of all kinds within the state of Missouri and the privilege of selling to licensed Wholesalers and soliciting orders to, by or through a licensed Wholesaler within Missouri. The following is an overview of the basic regulations that apply to a microbrewery operation:

- A flat license fee of \$450.
- The excise tax on spirituous liquor, including brandy, rum, whiskey, and gin is \$2 per gallon; the excise tax on wine is \$.42 per gallon, and the excise tax on beer is \$.06 per gallon.
- Applicants applying for a Manufacturer's license shall first meet all federal laws and regulations governing the manufacture of liquor, beer, or wine and obtain all federal permits and tax stamps.
- The distillery operation licensee must register all products with the state of Missouri prior to offering them for sale in Missouri [Primary American Source and Brand Registration - Statute 311.275].

# MARKETING PLAN

The Fennel Block will attract customers by offering an attractive venue for regular outings and special events along with a quality craft product. Locally crafted products are an attractor by themselves and will help the establishment stand out among other drinking establishments. The quality of the products will become the main tool to attract and retain new customers, especially those very interested and willing to travel.

Locally, the Fennel Block should be marketed to the community to become a gathering space that offers a variety of craft beer and/or spirits and a selection of non-alcoholic alternatives. The space should be promoted as a meeting point to gather after work or on the weekends with friends and family. There will also be an opportunity to promote the space to businesses, nonprofits, and civic groups for meetings and social gatherings. Finally, with the separate event space available, rentals for groups of up to 200 people can be offered.

The advertising budget laid out here is small due to the scale of the business and the recognition of the power of social media and networking. It is important to become a part of the community by joining the local Chamber of Commerce and working with nonprofit organizations that are meaningful to the owners both as a way to give back and create awareness for the business. Joining the state and national craft industry associations will further market the business to a wider audience and provide tourists an opportunity to plan a visit along the Missouri Brewery Trail or Distillery Trail.

Depending on the skill set of the owners/managers of the business, it may be important to engage contract marketing services to aid in promoting the brewery to potential customers. While the most important thing in a craft brewery is making quality beer, it also needs to be presented in a way that will draw people in. This begins with the company logo and also includes the look and feel of the venue; these elements convey what the business is all about in the marketplace. Once more is known about the owners and operator, it will be important to flesh out the branding and marketing plan to reflect the true nature of the business.

# MANAGEMENT + OPERATIONS

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It will be important to work with legal and accounting professionals to set up the company and ownership structure correctly. Involving a trusted banker and insurance agent will also be key for the start-up. The structure will greatly depend on the investors and management team assembled for this new venture.

It will be imperative to understand that this is a capital-intensive business, and owners may need to provide some unpaid experience and expertise to get the company going before staff can be hired to manage all aspects of the business.

Since the business will be founded around creating and selling a craft product, it is of the utmost importance to hire a well-qualified brewer/distiller with professional experience or at least an owner with professional experience who can oversee the craft production process. While a novice may be able to produce a marketable product, often there are many struggles with quality and consistency. Planning production and efficiently turning out products are important skills to make this business financially feasible.

Additionally, it will be important to have a qualified staff member to run the front-of-house operations to make sure guests are taken care of appropriately. If the product is great, but the service is not, the business will not succeed. Hiring a front-of-house manager who can train and develop wait staff is very important. Additionally, this person will need to be able to drive business by cultivating customers and the community by orchestrating events. Finally, they will need to be able to set up and run a point-of-sale system, handle the financial transactions of the business, and manage the retail sales.

In addition to a master brewer/distiller and full-time manager, the business will need to have five to ten part-time bartenders and servers. Having a good human resources program is important, as employees will be what makes or breaks the business. Hiring and retaining the right people, even part-time bartenders, is of great importance. Additionally, help will be needed with accounting, human resources administration, and marketing. However, since the operation is envisioned to start small, it is recommended to hire outside help or use the skills of the ownership group to begin.

The staffing chart assumes the business will pay bartenders at \$6.00 per hour plus tips, slightly higher than the state regulated wage of \$5.58 per hour for servers. The front-of-house manager may also fill some bartending shifts, especially in the beginning. The brewer salary is based on industry average wage for a craft business operation of this size. Additional benefits for the master brewer/distiller can come in the form of shareholder distributions or a profit-sharing plan once the business begins turning a net profit.

The craft beer and distilling business are both highly regulated, requiring regular state and federal tax reports and payments in addition to normal payroll and sales tax documentation. It is important to set up a system early to track all aspects of the operation and selling processes so the business can efficiently stay in compliance. A commercially available software program can help manage purchasing, inventorying, production tracking, invoicing, and tax reporting. Additionally, the business will need to have a mechanism for accepting payments and tracking retail sales. Again, there are many small business point of sale options that can automate much of this function and coordinate with a small business accounting system, such as QuickBooks or Xero.

The craft operation will need to identify suppliers of raw materials and supplies for the front-of-house operations. Most suppliers will require payment at the time an order is placed until the business can establish credit. Suppliers can be found through trade industry organizations on a state and national level.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
11am - 5pm						1	1
3 - 9 pm					1	1	1
4 - 10 pm				1	1	1	
5 -11 pm		1	1	1	1	2	
Floater				1	1	1	1
Daily Shifts	0	1	1	3	4	6	3
Daily Hours	0	6	6	18	24	36	18

TOTAL HOURS PER WEEK 108

ANNUAL HOURS 5,616

TOTAL BAR STAFF WAGES \$ 3,696

MASTER DISTILLER / BREWER WAGES \$ 30,000

FRONT OF HOUSE MANAGER WAGES \$ 35,000

TOTAL WAGES \$ 98,696



Regarding operating hours, it is important to maintain a consistent opening schedule. The staffing calendar assumes Mondays will be closed due to a typical slow business day for the service industry. For all other days, opening from mid to late afternoon and staying open until 10 or 11 pm should be sufficient. It might also be worthwhile to reserve a night or two for private events to supplement revenue while minimizing overhead and staffing expenses.

Before opening, the owner/manager will need to work through the appropriate licensing processes. It is important to understand the requirements and timelines so as to not delay the business start-up or alter the structure of the business. For example, it can take four to eight months to obtain notice of operation from the Alcohol and Tobacco Tax and Trade Bureau (TTB). After start-up, it is important to maintain the licenses and comply with the requirements set forth. In addition to licensing, the business will need general property insurance and liability insurance as would any business.

It is also recommended to engage an attorney familiar with trademark and trade practices to ensure the proper protections are in place for the name of the business and the products that will be produced. These elements can become important assets to the business and should be protected. Additionally, should distribution begin alongside any partners, it is imperative to ensure these collaborations are entered with an understanding of the binding nature of wholesale franchise laws.



# FINANCIAL PLAN

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No plan is complete without the financial structure to make it happen. This analysis is built on industry data and local building and construction costs. Many of the assumptions may be changed depending on start-up capital available, owner and manager skills and abilities, and the final business structure and operating plans.

Appendix 2 shows the initial start-up costs for build-out, initial equipment, inventory, and soft costs. These are conservative estimates and assume purchasing all new equipment. Savings are to be had by sourcing used equipment; however, these may not be realized if experienced staff is not in place to refresh and/or make the equipment operational. These reassembly expenses have been separated into building owner remodel and tenant improvements, and this could be done by one entity, or a separate building owner and craft business operator. The profit and loss statement ( P&L) will show both owning the building and renting. There are benefits to each, the preferred option will depend on the structure of the company and investors. It can be difficult to obtain bank financing on tenant improvements, so this needs to be taken into account when deciding how to handle the building and build out if there are separate parties involved.

The benefits of an owner-occupied building include:

- Asset against which to borrow
- Alignment of financial goals of craft business and building owners
- Building improvements are more easily financed
- Control over building space remodel details

The benefits of renting include:

- Less upfront cost for operation start-up
- Ability to pay rent to the building owner as an expense and capture income in a lower tax bracket
- Can focus on the business and offload the building's risk and maintenance expenses

Appendix 3 shows the pro forma P&L, including cash flow under both the building ownership model and building rental option. The income assumptions are based on estimating the amount of traffic the business could expect and then using a 2.5 multiplier per customer, which is the industry standard for average consumption. The turnover, or turns, refers to the number of times the tasting room/taproom turns over patrons. A quarter turn refers to operating only at 25 percent capacity or serving 25 customers in a bar with a capacity for 100 patrons. An additional nominal amount was added to the P&L for returns on wholesale sales.

	# Turns	Patrons (100) Seats	#Pints/Drinks (avg 2.5)
Tuesday	0.25	25	63
Wednesday	0.25	25	63
Thursday	0.5	50	125
Friday	1.25	125	313
Saturday	2.0	200	500
Sunday	0.5	50	125
PINTS/DRINKS PER WEEK			1,189
<b>ANNUAL DRINKS/PINTS SOLD</b>			<b>61,828</b>
<b>ANNUAL REVENUE</b>			<b>\$370,968</b>

\* Average cost per drink - \$6; pints totals rounded up to full servings

Expenses are determined using industry research of similarly sized operations. The cost to rent or purchase the Fennel Block is based on covering the City's investment to date, which totals \$700,000. This total includes complete stabilization of the building (\$475,000) and providing a gray box finish with basic electrical and plumbing improvements to serve a craft business operation (\$225,000).

Rental cost estimates assume paying \$2.00/square foot for the first two years of operation and then an increase to \$6.50/square foot to align with a comparable market lease rate for the area. The rental model includes utilities and other operating expenses plus financing 80 percent of the start-up costs and tenant build-out. The owned building model assumes a monthly mortgage of \$4,900 by financing 80 percent of the purchase plus additional remodel and start-up costs. Again, these are conservative numbers, and the construction budget may be altered after final plans are drawn and bid.



# NEXT STEPS

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## THE NEXT STEPS TO CREATE A CRAFT PRODUCTION BUSINESS IN THE FENNEL BLOCK INCLUDE:

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### BUSINESS PLANNING

- Identify ownership and/or investors
- Working with attorney and accountant for business formation
- Reworking business plan based on building ownership/investment options and firm construction costs
- Select a business name and logo design to establish a brand
- Secure financing as well as city and state development incentives

### CONSTRUCTION

- Finalize architectural plans for remodel
- Secure contractor for build-out
- Furnishings and décor selection

### OPERATIONS

- Equipment sourcing and ordering within lead time specifications
- Create a realistic timeline for permitting and construction completion - 8 to 12 months
- Apply for Federal Operation Notice
- Recipe creation and names for core products
- Hire front of house manager and other staff