

A G E N D A
WORK SESSION MEETING
City of Moberly
June 01, 2020
6:00 PM
AMENDED AGENDA

Requests, Ordinances, and Miscellaneous

1. Application for Airport Advisory Commission.
2. Applications for Planning and Zoning Commission.
3. Depot Park Restroom
4. Lease Agreements for Placement of Water Meter Reading Antennas on Private Property

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #1.

Department: Public Works

Date: June 1, 2020

Agenda Item: Application for Airport Advisory Commission.

Summary: In July 2020 two (2) term expires for the Airport Advisory Commission. These are for Colin Malaker and Bill Stuart. Contact has been made with these individuals and they wish to remain on the commission. We have advertised for applicants and received two (2) from Colin Malaker and Bill Stuart. Applications are attached.

Recommended Action: Bring forward to the June 15, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



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: Airport Advisory Board Date: 11 May 2020
 Your Name: Colin Malaker Street Address: 3408 Buttonwood Dr
 Phone number(s): (evening) 573-424-5074 (day) _____
 Email: cmalaker1@me.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? _____
 Occupation: Dentist Employer: Sterling Dental Care

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?

Current President of this Board
Airline Transport Pilot rated pilot of 30 years

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

My experience and interests in aviation as well as business and the desire to see economic expansion in Moberly and the surrounding area

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. Tom Sanders Phone: 660-269-8705
2. Roy Miller Phone: 660-651-5329
3. Mary Lee Noel Phone: 660-263-7129

Colin Malaker
 Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



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Name of Board of Commission: AIRPORT Date: 5/11/2020
Your Name: Wm.H. "Bill" Stuart Street Address: 1520 E. Rollins
Phone number(s): (evening) 573-424-5300 (day) N/A
Email: N/A

Do you live within the corporate limits of City of Moberly? (Yes) No
How long have you been a resident of City of Moberly? 37 yrs.
Occupation: Funeral Director Employer: Cater Funeral Home

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?
Pilot & former plane owner & have used airport for years

What particular contributions do you feel you can make to this board or commission?
Support the continuation of the success of the airport

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. Jerry Jeffrey Phone: 660 651-5108
2. Chris Tadrus Phone: 660 263-0909
3. Dr. Foster Phone: 660 263-1513

Signature of Applicant

*Additional Information may be attached to this form. Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #2.

Department: Community Development
Date: June 1, 2020

Agenda Item: Applications for Planning and Zoning Commission.

Summary: In July 2020 three (3) term expires for the Planning and Zoning Commission. These are for Connie Asbury, Barb Bogie and Bob Riley. Contact has been made with these individuals and Connie Asbury and Bob Riley wish to be re-appointed. Barb Bogie does not wish to be re-appointed for another term, email is attached. We have advertised for applicants and received three (3) from Connie Asbury, Bob Riley and Lorna Miles. Applications are attached.

Recommended Action: Bring forward to the June 15, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Carla Beal

From: Barb Bogie <barb.burton53@gmail.com>
Sent: Tuesday, May 26, 2020 3:45 PM
To: Tom Sanders
Cc: Austin Kyser; briley@artsappliance.com; donb@c21mckeown.com; Gary Duncan; howardmiedler@sbcglobal.net; Jerry Jeffrey; kac0925@att.net; Mary West; Rich Duley; sam@samshealthmart.com; Carla Beal; vandy649@sbcglobal.net
Subject: Term

Tom,

My Term is up in July and I will not be seeking another term. It has been a pleasure serving with each of you. I hope when seeking another P&Z Commissioner to fill this seat that age diversity is addressed. This committee needs some 30 through 60 year olds. Johanna Reed Adams has names of many. Feel free to contact me with any questions.

Barb Bogie



Board/Commission Application Form

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Name of Board or Commission: Planning & Zoning Commission Date: 05/18/2020
 Your Name: Lorna Dean Miles Street Address: 1507 Porter Street
 Phone number(s): (evening) 660-998-4307 (day) 660-263-7173 office 660-263-2487 (home office)
 Email: momiles3@yahoo.com

Do you live within the corporate limits of City of Moberly? Yes / No
 How long have you been a resident of City of Moberly? 51 years
 Occupation: Project Director Employer: Randolph County Caring Community Partnership

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?

Great listening skills - the ability to listen to what others have to say; I am fair and open-minded; I will be prepared and I have the ability to communicate in multiple written and programmable languages; I have analytical abilities from writing grants for so many years and having to do logic models;

I have some knowledge and understanding of community issues; I have a willingness to read ordinances and laws to make a sound decision. I am a Paralegal and worked for many years for the Attorney General's Office reading contracts.

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

I am also a grant reviewer/writer and I know both written and programming language, so I love technology, so during this pandemic, I will challenge the commission to use every available technology that they have such as zoom, blue jeans, FB live, google duo, etc.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Brian Williams Phone: 660-676-4674
2. Patty Hendren Phone: 660-833-9390
3. Shirley Olney Phone: 660-269-8705

7 Signature of Applicant

WS #2.

269 8171

City of

Moberly!

Board/Commission Application Form

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Name of Board or Commission: P & Z OR ANY OTHER Date: 5-12-20
Your Name: BOB RILEY Street Address: 1250 W. REED ST.
Phone number(s): (evening) 660 998 2353 (day) 660 263 3367 WORK
Email: BRILEY@ARTSAPPLIANCE.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? 1968
Occupation: BUSINESSMAN Employer: ARTS.

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?

MULTITASK

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

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. BRIAN CRANE Phone:
2. TOM SANDERS Phone:
3. GREG HODGE Phone:

Signature of Applicant

*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



Board/Commission Application Form

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Name of Board or Commission: Planning and Zoning Date: May 19, 2020
Your Name: Connie Asbury Street Address: 720 Saint Charles Street
Phone number(s): (evening) 263-0056 (day) same
Email: kac0925@att.net

Do you live within the corporate limits of City of Moberly? Yes/No
How long have you been a resident of City of Moberly? 49 years
Occupation: Retired Teacher Employer: Moberly Public Schools

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have been a member of this commission since the early 1990's. I feel the continuity I bring to the group is important, and I would like to remain on this board. I do enjoy it.

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

Time served.

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. Mary Lee Noel Phone: 263-7129
2. Jamie Shirk Phone: 263-3600
3. Nancy Coppenhaver Phone: 263-5725

Signature of Applicant: Connie Asbury

*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 #3.
 Department: Parks and Recreation
 Date: June 1, 2020

Agenda Item: Depot Park Restroom

Summary: After no proposals were received during a solicitation process, we began looking for alternatives for the restroom as we did for the pavilion.

We looked at multiple prefab options as well as reaching out to L&J Development who developed a very competitive proposal that would match the block on the clocktower, be a turnkey facility including utility connections, and include HVAC for year-round use. Attached is a copy of the initial draft proposal (\$74,644.34) from L&J Development, though the proposal will be updated for the June 15th meeting with additional costs related to electrical for the restroom and pavilion structure. Staff recommends moving forward with this option as it provides the best value and utilizes a local contractor who will source much of the project in the local area.

Staff is also requesting the cost of the HVAC (approximately \$7,200) from the downtown CID as a year-round facility will serve downtown needs and public events greater than the seasonal facility that serves Parks and Recreation's needs for the park.

Recommended Action: Direct staff to bring a Resolution approving the proposal from L&J to the June 15th meeting.

Fund Name: Parks Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$190,000 (Most recent staff budget revision for 2020-2021).

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

Company	Restroom Cost
CXT (LB Foster)	\$58,382
Modular Connections	\$79,270
Porta-King	\$80,870
McMann	\$63,889
L&J Development	\$74,887.26

Pavilion Cost	\$109,750
Electrical/Lighting	

Flat Roof Restroom Options**Notes**

Includes installation, but not utility connections or electrical for the pavilion. Flat roof. Sourcewell cooperative pricing.

No installation, utility connections, or foundation work included. Pitched roof.

No installation, utilities connections, or foundation work included. Pitched roof.

No installation, utilities connections, or foundation work included. Pitched roof.

Includes turnkey construction, utility connections, matches existing structures, will include additional for electrical (est. \$5,000) for the restroom and pavilion.

Additional Project Costs

Sourcewell pricing from Hutchinson Recreation

Waiting for proposal from Chris Long

BUDGET COST ESTIMATE

Date: May 27, 2020

WS #3.



**801 N Morley Street - PO Box 715
Moberly, Missouri 65270
(660) 269-8008
www.ljdevelopment.com**


Project No. L&J Job #1260
Project: City of Moberly
Parks and Recreation - Depot Park Bathrooms
West Reed Street
Moberly, MO 65270

Materials Taxable: No
Project Sq. Ft. 170 Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.030 - Professional Fees				
Architect	1	LS		David L. Mackey, Architect
1.040 - Project Supervision	1	MTH		L&J Development Inc.
1.060 - Permits				Waived by the City of Moberly
1.511 - Temporary Electricity- By Owner				
1.512 - Temporary Lighting- By Owner				
1.514 - Temporary Water- By Owner				
1.515 - Temporary Toilet	2	MTH		Apollo Porta Potties
1.560 - Temp. Barriers & Enclosures	1	LS		Vinyl Fencing of Ditches and Footings
1.700 - Clean-up				
Daily Cleaning	12	HR		L&J Development Employees
1.708 - Dumpster / Dump Fee				
6 Yrd. Dumpster	2	TRIP		Dump Trailer
Dump Fee (Solid Waste)				Transfer Station
Division 1.000 General Conditions Total:			\$5,021.40	
2.000 Sitework				
2.250 - Layout	2	HR		L&J Development Employees
2.310 - Grading - Finish & Rough				
Skid Loader w/Operator	4	HR		L&J Development Employees
2.510 - Water Distribution	1	LS		Magic City Plumbing - Per Information provided by City
2.530 - Sewer Distribution	1	LS		Magic City Plumbing - Per Information provided by City
Division 2.000 Sitework Total:			\$8,650.15	
3.000 Concrete				
3.100 - Footing System, Concrete				
16"x 30" Trench Footing	58	LF		Moberly Ready Mix L&J Development Employees
3.300 - S.O.G. System, Concrete				
Sub-Contract	1	LS		Moberly Ready Mix L&J Development Employees
4" Conc./4" Base, Reinf., Forming, VB & Labor				
Division 3.000 Concrete Total:			\$6,056.80	

Description	Quantity	Unit	Division Sub-Totals	Notes:
4.000 Masonry				
4.100 - Masonry				
Sub-Contract	1	LS		Harrison Masonry
Division 4.000 Masonry Total:			\$18,752.35	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing				Moberly Lumber
2x4x92 5/8" Stud	60	EA		
2x4x10', No.2	4	EA		
2x4x16', No.2	4	EA		
2x6x92 5/8" Stud	20	EA		
2x6x10', No.2	4	EA		
2x8x10' DF	15	EA		
2x4x10', Treated	2	EA		
2x4x16', Treated	2	EA		
2x6x10', Treated	2	EA		
7/16"x4'x8' OSB	40	EA		
3/4"x4'x8' OSB	6	EA		
Fasteners & Adhesives	1	LS		
Labor to Frame	40	HR		L&J Development Employees
Division 6.000 Wood & Plastics Total:			\$4,051.34	
7.000 Thermal & Moisture Protection				
7.200 - Insulation				Moberly Lumber
House Wrap (100')	1	EA		
R-13 Batt (Unfaced)	640	SF		
R-30 Batt (Unfaced)	200	SF		
Sales Tax		LS		
Labor to Install	8	HR		L&J Development Employees
7.500 - Membrane Roof System	1	LS		Jeff Reed Roofing
7.900 - Joint Sealants	1	LS		L&J Development Employees
Division 7.000 Thermal & Moisture Protection Total:			\$3,114.13	
8.000 Doors & Windows				
8.100 - Hollow Metal Doors & Frames				
IHM-1 Door, Insulated HM, 18 Ga./90 min. Primed	3	EA		Negwer Materials
HM-1 Frame (Exterior) 16 Ga. Welded, Primed	3	EA		
Labor to Install	12	HR		L&J Development Employees
8.710 - Door Hardware				
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	3	EA		Negwer Materials
H-1 Hinges (Exterior)	9	EA		
CL-1 Closer - Negwire	3	EA		
GA-1 Weatherstripping, Vinyl Seal	3	LF		
TH-1 Threshold, 1/2"x5"x36"	3	EA		
ST-3 Door Stop, Floor Mount (3" High)	3	EA		
SW-1 Sweeps, 36"	3	EA		
KP-1 Kickplate, 10" x 34"	3	EA		
Labor to Install	8	HR		L&J Development Employees
Division 8.000 Doors & Windows Total:			\$3,543.64	
9.000 Finishes				
9.200 - Drywall				
5/8" Gypsum	200	SF		Lowe's
Labor to Hang & Tape	200	SF		Marc Bales Construction
9.250 - FRP		LS		Negwer Materials

Description	Quantity	Unit	Division Sub-Totals	Notes:
9.651 - Rubber Base				L&J Development Employees
4" High Johnsonite	80	LF		Art's Appliance - L&J Development
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	200	SF		Lowe's - L&J Development Employees
Division 9.000 Finishes Total:			\$4,360.44	
10.000 Specialties				
10.800 - Toilet Accessories				
TA-1, 18" Grab Bar	2	EA		Negwer Materials
TA-2, 36" Grab Bar	2	EA		
TA-3, 42" Grab Bar	2	EA		
TA-6, Dual, Surface Mount Toilet Paper Disp.	2	EA		
TA-9, Surface Mount Soap Disp.	2	EA		
TA-10, No-Touch Hand Dryer (White)	2	EA		
TA-17, Sanitary Napkin Disposal	1	EA		
TA-21, Mirror - 24" x 36"	2	EA		
TA-23, Baby Changing Station	2	EA		
OT-3, ADA Restroom Sign - (Men)	1	EA		
OT-4, ADA Restroom Sign - (Women)	1	EA		
Labor to Install	8	HR		L&J Development Employees
Division 10.000 Specialties Total:			\$2,719.75	
15.000 Mechanical				
15.100 - Plumbing				
Sub-Contract	1	LS		Magic City Plumbing
Fixture, Waste, and Supply (No. of Fixtures)				
15.700 - HVAC				Controlled Aire
Sub-Contract-Mini Split systems	1	LS		
Division 15.000 Mechanical Total:			\$18,374.35	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract-Out of Contract				Told that NEMO Electric will take care of out of Contract.
Division 16.000 Electrical Total:			\$0.00	
			\$74,644.34	
			\$439.08	


05/27/20

05/27/20 - CHANGED THE DOORS TO THE EAST AND WEST SIDES
VERUS THE NORTH SIDE OF THE BUILDING.

REVISION DATES
1/2" = 1'
05/27/20 - 1

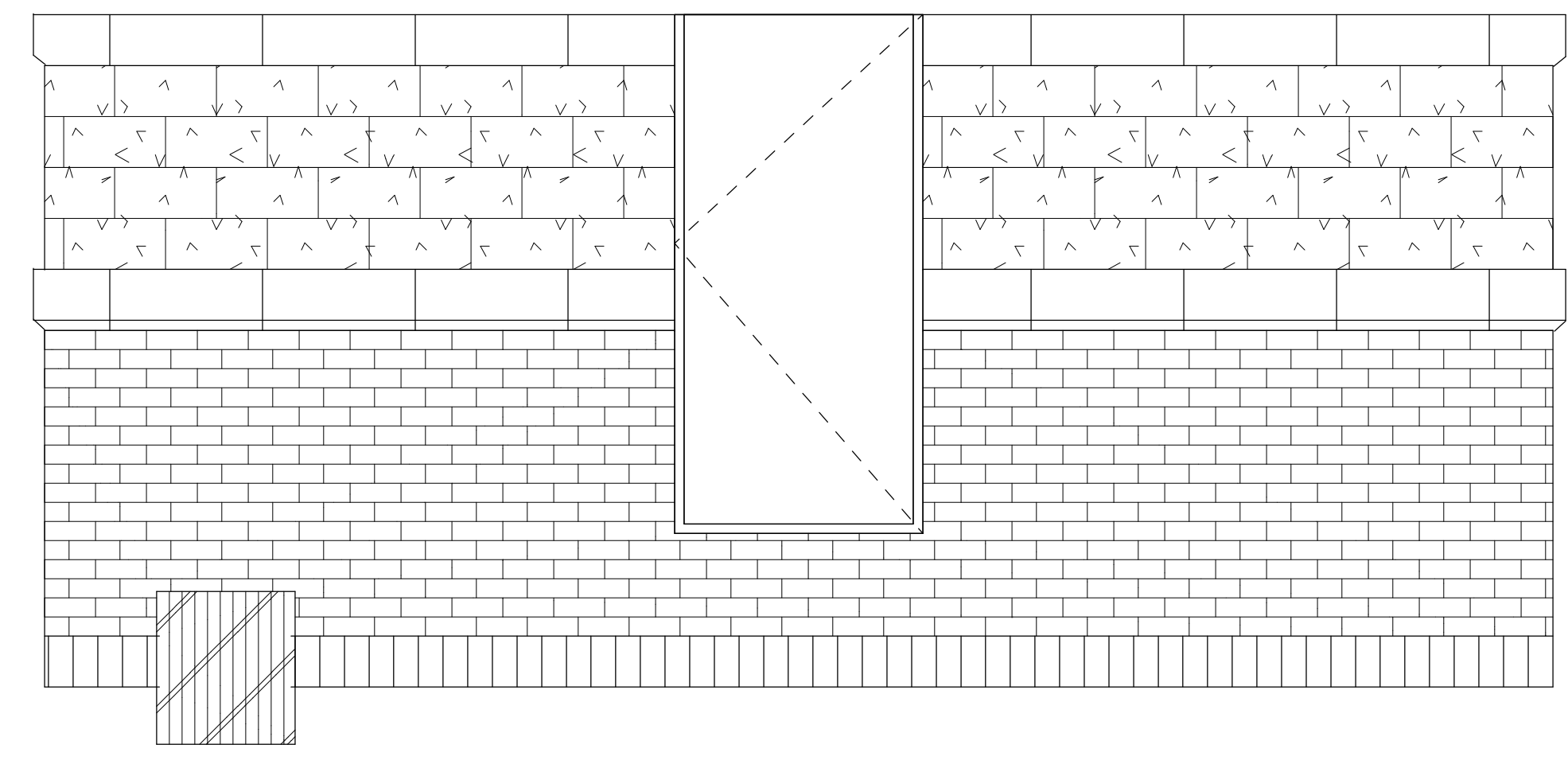
DRAWN BY: JWJ
DATE: MAY 12, 2020

PROPOSED PLANS FOR DEPOT PARK RESTROOMS
DOWNTOWN MOBERLY



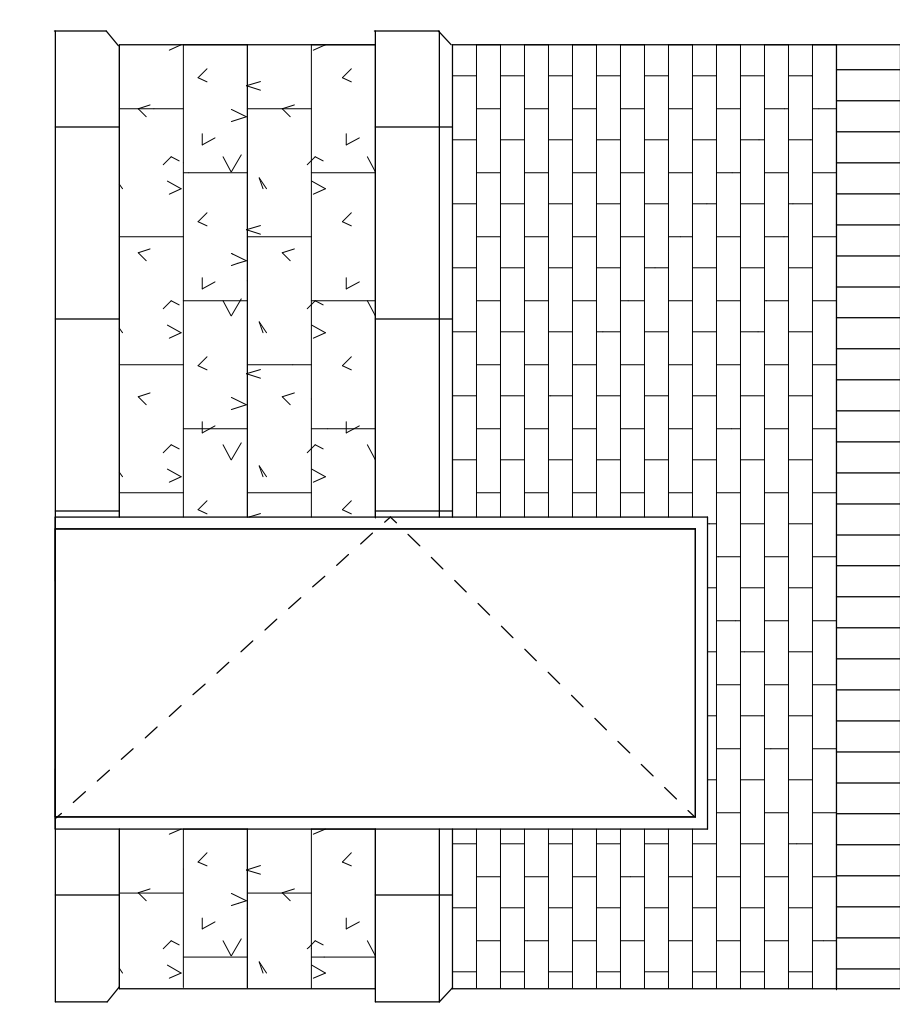
THESE DRAWINGS REPRESENT A BUILDERS SET OF DRAWINGS
AND ARE TO BE USED BY THE GENERAL CONTRACTOR AND THEIR
SUBCONTRACTORS TO COMPLETE AN ESTIMATE FOR THE COST OF
CONSTRUCTION. IN THE EVENT THAT WE ARE HIRED FOR THE PROJECT
WE WILL BE RESPONSIBLE FOR HIRING A LIENCED PROFESSIONAL
ARCHITECT AND/OR ENGINEER TO COMPLETE THE WORKING DRAWINGS.

SOUTH ELEVATION

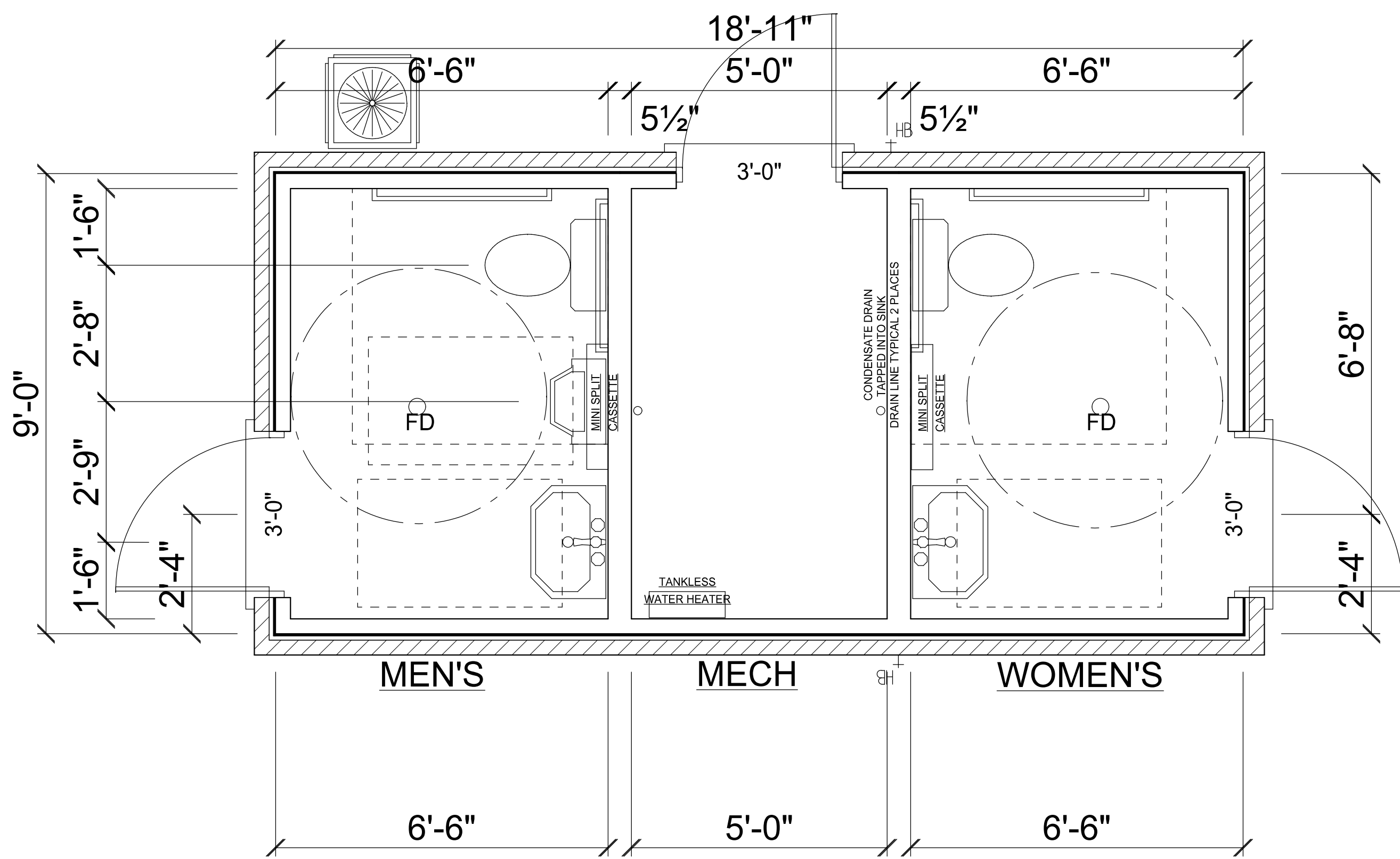
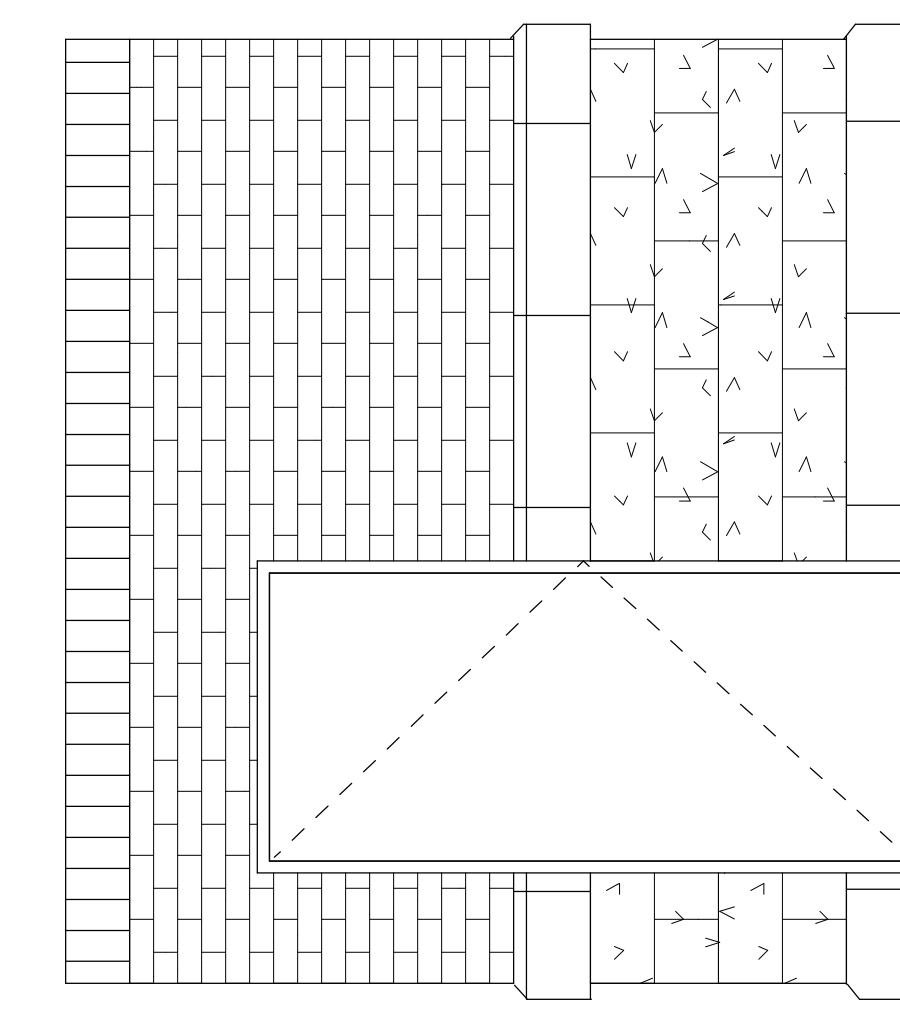


8'-15/8"
8"

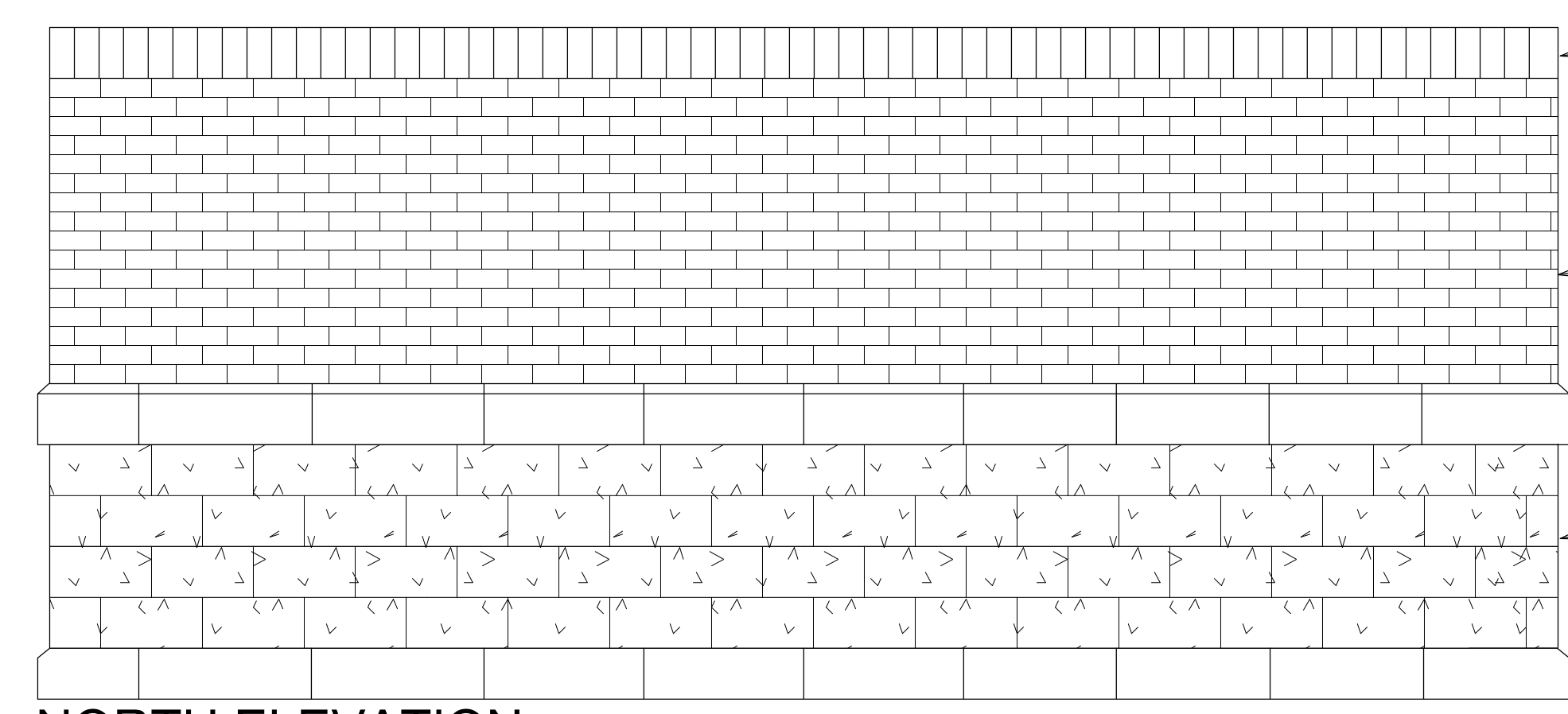
EAST ELEVATION



WEST ELEVATION

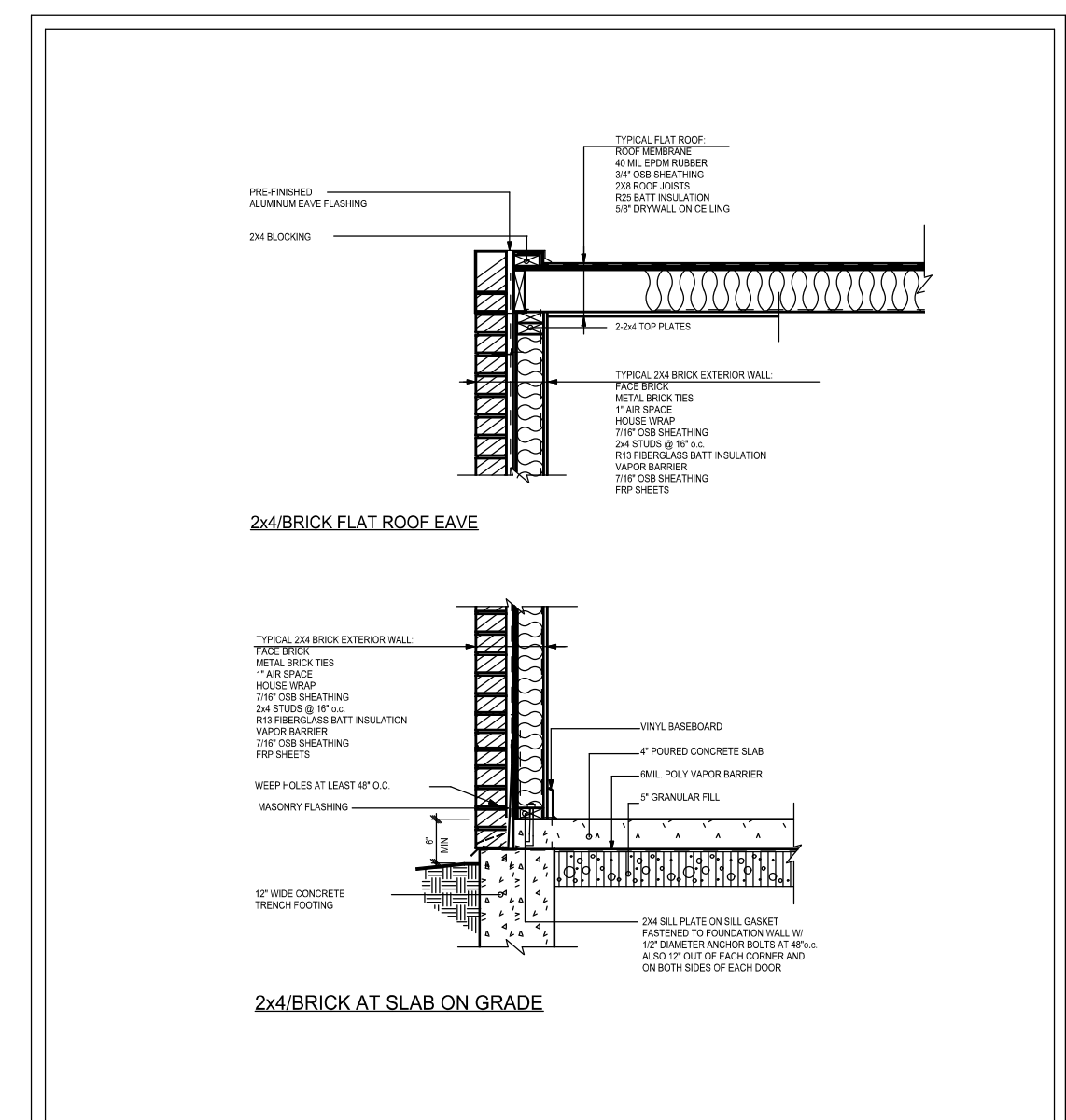


8'-15/8"
8"



- SOLDIER COURSE OF RED MODULAR BRICK
- RED MODULAR BRICK
- PRE-CAST SILL
- SPLIT FACED BLOCK
- PRE-CASE BASE

NORTH ELEVATION



City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.

Department: Public Utilities

Date: June 1, 2020

Agenda Item: Lease Agreements for Placement of Water Meter Reading Antennas on Private Property

Summary: The City of Moberly is in the process of changing meter reading technology from Cell-Net (Landis+Gyr) to City-owned antenna/collectors. The system is a Neptune system and the Company and ESP have determined that the City needs six antennas to effectively cover all customers within the City. The City will utilize the three water towers plus three additional locations. The attached draft lease agreements are with Moberly Area Community College, Moberly Public School District, and Denna Eckhoff (radio tower on Orton Lane). These locations were selected based on their location, elevation, existing poles or towers, and willingness to allow us to locate on their property. The leases have been submitted to the property owners for their review and comment.

Recommended Action: Direct staff to draft a resolution for the next regular meeting to authorize the City Manager to execute the leases once terms are agreed upon.

Fund Name: Utilities Operation and Maintenance, Administration Department

Account Number: 301.110.5403

Available Budget \$: \$6,416.15

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

ANTENNA LEASE AGREEMENT

NOW on this ____ day of _____, 2020, comes Moberly Area Community College, hereinafter referred to as "Lessor" and the City of Moberly, Missouri, by and through Brian Crane, the City Manager, hereinafter referred to as Lessee, and for their lease agreement agree as follows:

Leased Premises.

Lessor's Main Building is located at 101 College Avenue, Moberly, Missouri. A chimney which is a part of the Main Building and a power pole adjacent to the chimney are suitable for installation of an antenna and Lessor agrees to lease space on said chimney and power pole to Lessee upon the terms and conditions expressed herein.

Lease Term.

This lease commences upon the execution date of this Agreement and terminates on June 30, 2021. The lease shall continue from year to year thereafter until terminated or modified, in writing, by either party.

Lease Amount.

Lessee shall pay the sum of \$1.00 per year during the term hereof. Each payment is due on the first day of August each year beginning August 1, 2020.

Non-Assignment.

Lessee shall not assign, mortgage, pledge, encumber, or otherwise transfer its interest in this Lease, or sublet or allow the Tower or any part of the parcel upon which the tower is situated to be used or occupied by others, except persons authorized to do so by the Lessor.

Equipment Installation.

Lessee is permitted to install the following equipment on the chimney and power pole at the designated locations:

- One R900 Gateway v4 Fixed Network Data Collector Receiver at least ten (10) feet from the ground.
- One DC-UPS 8009A Battery at least ten (10) feet from the ground.
- One 880/900 MHz MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antenna at the top of the chimney.
- Necessary cable(s) to connect each piece of equipment.

No additional equipment is permitted. If Lessee desires to replace equipment it shall notify Lessor and arrange for a time for access and replacement. Lessee shall advise what equipment is being replaced and what equipment is being installed. If Lessee needs access to the Tower for repair of equipment it shall notify Lessor and arrange for a time to access and repair.

Ownership, Repair and Maintenance of Equipment.

The antenna system and equipment installed by Lessee shall remain the exclusive property of the Lessee. Any equipment installed by Lessee, including antenna systems, wiring and repeaters shall be placed, maintained and serviced by Lessee to insure it is kept in good working order and condition.

Release and Hold Harmless.

Lessee releases and holds Lessor harmless against all claims with respect to (a) any death or any injury that may be sustained by Lessee or Lessee's employees or agents arising out of Lessee's operations, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of Lessor, (b) any loss or damage or injury to any property on or about the Tower belonging to Lessee and (c) any losses for which Lessee is required to insure.

Insurance.

Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Lessor as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000.00). Upon execution of this Lease, Lessee shall provide Lessor with a copy of the insurance policies required herein or a Certificate endorsed by the insurance company providing coverage, including an endorsement naming Lessor as an additional insured.

Termination.

This Lease may be terminated by either party at any time upon six (6) months written notice. Upon termination of this Lease, either by termination or expiration of the lease term, Lessee shall leave and surrender the Tower to Lessor in at least as good order and condition as on the date this Lease is executed. If Lessee leaves any personal property on or about the Water Tower after termination or expiration of the lease term, Lessor may remove the personal property, without notice, and dispose of the personal property as it chooses.

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 another 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, 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. This Agreement shall only be enforceable against the Lessee provided the Moberly City Council has approved the Agreement by Ordinance or Resolution.

No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of Lessee's or Lessor's sovereign immunity. The Parties hereto agree that in no event shall either party, or any of its officials, officers, agents, attorneys, employees, or elected officials have any liability in damages or any other monetary liability to the other party or any affiliate, assignee, successor, assign, heir or personal representative of either party in respect of any suit, claim, or cause of action by any Third Party arising out of this Agreement. No official, officer, agent, attorney, employee, or elected official of Lessee shall

be personally liable to Lessor or any affiliate, assignee, successor, assign, heir or personal representative of Lessor in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Notices.

Notices and consents under this Lease must be in writing and delivered by mail or in person to the addresses set out on the signature page of this Lease.

Governing Law.

This Lease is governed by Missouri law. Lessee consents to the exclusive jurisdiction and venue of the state and federal courts of Randolph County, Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSEE

LESSOR

Brian Crane, Moberly City Manager
101 West Reed St.
Moberly, Missouri 65256

Dr. Jeff Lashley, President, MACC
101 College Avenue
Moberly, Missouri 65270

ATTEST:

Moberly City Clerk

ANTENNA LEASE AGREEMENT

NOW on this ____ day of _____, 2020, comes Denna Eckhoff, a single person, hereinafter referred to as "Lessor" and the City of Moberly, Missouri, by and through Brian Crane, the City Manager, hereinafter referred to as Lessee, and for their lease agreement agree as follows:

Leased Premises.

Lessor owns a Radio Tower (hereinafter referred to as "Tower") located at 1180 County Road 2275, Route 1, Moberly, Missouri and agrees to lease space on said Tower to Lessee upon the terms and conditions expressed herein.

Lease Term.

This lease commences upon the execution date of this Agreement and terminates on June 30, 2021. The lease shall continue from year to year thereafter until terminated or modified, in writing, by either party.

Lease Amount.

Lessee shall pay the sum of \$190.00 per month during the term hereof. Each payment is due on the first day of the month beginning August 1, 2020. If the execution date of this Agreement is prior to August 1, 2020 then Lessee shall pay a prorated sum of \$6.00 per day until August 1, 2020.

Non-Assignment.

Lessee shall not assign, mortgage, pledge, encumber, or otherwise transfer its interest in this Lease, or sublet or allow the Tower or any part of the parcel upon which the tower is situated to be used or occupied by others, except persons authorized to do so by the Lessor.

Equipment Installation.

Lessee is permitted to install the following equipment on the Tower at the designated locations:

One R900 Gateway v4 Fixed Network Data Collector Receiver at least ten (10) from the ground.

One DC-UPS 8009A Battery at least ten (10) from the ground.

One 880/900 MHz MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antenna no higher than one hundred and ninety (190) feet from the ground.

Necessary cable(s) to connect each piece of equipment.

No additional equipment is permitted. If Lessee desires to replace equipment it shall notify Lessor and arrange for a time for access and replacement. Lessee shall advise what equipment is being replaced and what equipment is being installed. If Lessee needs access to the Tower for repair of equipment it shall notify Lessor and arrange for a time to access and repair.

Ownership, Repair and Maintenance of Equipment.

The antenna system and equipment installed by Lessee shall remain the exclusive property of the Lessee. Any equipment installed by Lessee, including antenna systems, wiring and repeaters shall be placed, maintained and serviced by Lessee to insure it is kept in good working order and condition. Lessee is permitted

Release and Hold Harmless.

Lessee releases and holds Lessor harmless against all claims with respect to (a) any death or any injury that may be sustained by Lessee or Lessee's employees or agents arising out of Lessee's operations, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of Lessor, (b) any loss or damage or injury to any property on or about the Tower belonging to Lessee and (c) any losses for which Lessee is required to insure.

Insurance.

Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Lessor as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000.00). Upon execution of this Lease, Lessee shall provide Lessor with a copy of the insurance policies required herein or a Certificate endorsed by the insurance company providing coverage, including an endorsement naming Lessor as an additional insured.

Termination.

This Lease may be terminated by either party at any time upon six (6) months written notice. Upon termination of this Lease, either by termination or expiration of the lease term, Lessee shall leave and surrender the Tower to Lessor in at least as good order and condition as on the date this Lease is executed. If Lessee leaves any personal property on or about the Water Tower after termination or expiration of the lease term, Lessor may remove the personal property, without notice, and dispose of the personal property as it chooses.

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 another 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, 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. This Agreement shall only be enforceable against the Lessee provided the Moberly City Council has approved the Agreement by Ordinance or Resolution.

No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of Lessee's sovereign immunity. The Parties hereto agree that in no event shall Lessee, or any of its officials, officers, agents, attorneys, employees, or elected officials have any liability in damages or any other monetary liability to Lessor or any affiliate, assignee, successor, assign, heir or personal representative of Lessor in respect of any suit, claim, or cause of action by any Third Party arising out of this Agreement. No official, officer, agent, attorney, employee, or elected official of Lessee shall be personally liable to Lessor or any

affiliate, assignee, successor, assign, heir or personal representative of Lessor in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Notices.

Notices and consents under this Lease must be in writing and delivered by mail or in person to the addresses set out on the signature page of this Lease.

Governing Law.

This Lease is governed by Missouri law. Lessee consents to the exclusive jurisdiction and venue of the state and federal courts of Randolph County, Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSEE

LESSOR

Brian Crane, Moberly City Manager
101 West Reed St.
Moberly, Missouri 65256

Denna Eckhoff
1406 Park de Ville Place
Columbia, Missouri 65203

ATTEST:

Moberly City Clerk

ANTENNA LEASE AGREEMENT

NOW on this ____ day of _____, 2020, comes Moberly Public Schools, hereinafter referred to as "Lessor" and the City of Moberly, Missouri, by and through Brian Crane, the City Manager, hereinafter referred to as Lessee, and for their lease agreement agree as follows:

Leased Premises.

Lessor's High School complex is located at 1625 Gratz Brown Street, Moberly, Missouri. A light pole adjacent to the high school football field is a suitable location for locating an antenna and Lessor agrees to lease space on said light pole to Lessee upon the terms and conditions expressed herein.

Lease Term.

This lease commences upon the execution date of this Agreement and terminates on June 30, 2021. The lease shall continue from year to year thereafter until terminated or modified, in writing, by either party.

Lease Amount.

Lessee shall pay the sum of \$1.00 per year during the term hereof. Each payment is due on the first day of August each year beginning August 1, 2020.

Non-Assignment.

Lessee shall not assign, mortgage, pledge, encumber, or otherwise transfer its interest in this Lease, or sublet or allow the light pole or any part of the parcel upon which the light pole is situated to be used or occupied by others, except persons authorized to do so by the Lessor.

Equipment Installation.

Lessee is permitted to install the following equipment on the light pole at the designated locations:

One R900 Gateway v4 Fixed Network Data Collector Receiver at least ten (10) feet from the ground.
 One DC-UPS 8009A Battery at least ten (10) feet from the ground.
 One 880/900 MHz MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antenna at the top of the light pole.
 Necessary cable(s) to connect each piece of equipment.

No additional equipment is permitted. If Lessee desires to replace equipment it shall notify Lessor and arrange for a time for access and replacement. Lessee shall advise what equipment is being replaced and what equipment is being installed. If Lessee needs access to the Tower for repair of equipment it shall notify Lessor and arrange for a time to access and repair.

Ownership, Repair and Maintenance of Equipment.

The antenna system and equipment installed by Lessee shall remain the exclusive property of the Lessee. Any equipment installed by Lessee, including antenna systems, wiring and repeaters shall be placed, maintained and serviced by Lessee to insure it is kept in good working order and condition.

Release and Hold Harmless.

Lessee releases and holds Lessor harmless against all claims with respect to (a) any death or any injury that may be sustained by Lessee or Lessee's employees or agents arising out of Lessee's operations, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of Lessor, (b) any loss or damage or injury to any property on or about the Tower belonging to Lessee and (c) any losses for which Lessee is required to insure.

Insurance.

Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Lessor as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000.00). Upon execution of this Lease, Lessee shall provide Lessor with a copy of the insurance policies required herein or a Certificate endorsed by the insurance company providing coverage, including an endorsement naming Lessor as an additional insured.

Termination.

This Lease may be terminated by either party at any time upon six (6) months written notice. Upon termination of this Lease, either by termination or expiration of the lease term, Lessee shall leave and surrender the power pole to Lessor in at least as good order and condition as on the date this Lease is executed. If Lessee leaves any personal property on or about the power pole after termination or expiration of the lease term, Lessor may remove the personal property, without notice, and dispose of the personal property as it chooses.

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 another 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, 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. This Agreement shall only be enforceable against the Lessee provided the Moberly City Council has approved the Agreement by Ordinance or Resolution.

No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of Lessee's or Lessor's sovereign immunity. The Parties hereto agree that in no event shall either party, or any of its officials, officers, agents, attorneys, employees, or elected officials have any liability in damages or any other monetary liability to the other party or any affiliate, assignee, successor, assign, heir or personal representative of either party in respect of any suit, claim, or cause of action by any Third Party arising out of this Agreement. No official, officer, agent, attorney, employee, or elected official of Lessee shall be personally liable to Lessor or any affiliate, assignee, successor, assign, heir or personal representative

of Lessor in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Notices.

Notices and consents under this Lease must be in writing and delivered by mail or in person to the addresses set out on the signature page of this Lease.

Governing Law.

This Lease is governed by Missouri law. Lessee consents to the exclusive jurisdiction and venue of the state and federal courts of Randolph County, Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSEE

LESSOR

Brian Crane, Moberly City Manager
101 West Reed St.
Moberly, Missouri 65256

Dr. Matthew S. Miller, Superintendent
926 Shepherd Brothers Blvd
Moberly, Missouri 65270

ATTEST:

Moberly City Clerk