

A G E N D A
WORK SESSION MEETING
City of Moberly
July 19, 2021
6:00 PM
AMENDED AGENDA

Requests, Ordinances, and Miscellaneous

1. Receipt Of Bids For The Third (3rd) Round Of Demolitions On The CDBG Demo Grant.
2. A Request From Moberly VFW To Hold Their Annual Veteran's Day Parade On November 13, 2021.
3. Receipt Of Bids For A Zero Turn Mower For The Oakland Cemetery.
4. A Discussion Of The Proposed Annexation Of Newly Acquired Real Property Located In Rothwell Park.
5. A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
6. Resolution Authorizing The Service Agreement Between The Moberly Police And The Tech Shop For IT Management Program.
7. A Quit-Claim Deed For 621 West Coates To The Anglican Orthodox Church International.
8. Bartlett And West Task Order #14 For Site Evaluation Of 605 Fowler Road For Rail Use.
9. An Agreement With Water's Edge Aquatic Design For The Tannehill Park Splash Pad Design, Bid, And Construction.
10. Appointment To The Fire Prevention Board
11. **A Request From Moberly Area Chamber Of Commerce To Use 220 West Reed Street And Storage Of Basketball Goals In Fennel Building.**

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #1.

Department: Public Works

Date: July 19, 2021

Agenda Item: Receipt of bids on the CDGB Demolition Grant 3rd round.

Summary: We advertised for bids on 8 houses through the CDBG demolition grant. We received 1 bid that was opened at 10:01am on June 23, 2021. Attached is the bid advertisement and bid. Mark Twain Regional Council of Government recommends accepting this bid.

Recommended Action: Direct staff to bring forward to the August 2, 2021 regular City Council meeting for final approval.

Fund Name: Structure Demolition And Debris Removal

Account Number: 100.005.5418

Available Budget \$: 185,000.00

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			
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri was awarded a Community Development Block Grant from the Missouri Department of Economic Development. The funds will be utilized to demolish vacant, dilapidated residential structures throughout the City of Moberly. **The City of Moberly will be accepting bids for approximately eight (8) residential structures to be demolished.**

Sealed bids will be received by City Clerk, Shannon Hance, at the City of Moberly, 101 W. Reed St., Moberly, MO 65270 **until 10:00 A.M. Wednesday, June 23, 2021.** The bids will then be publicly opened at said office and read aloud immediately following, on the same day. Bid packets must be labeled as follows: *Moberly Residential Demolition*. Any bids received after the 10:00 A.M. deadline will be considered ineligible. **NO FAXED BIDS WILL BE ACCEPTED.**

A Mandatory Pre-Bid Meeting will be held on **Wednesday, June 16, 2021 at 8:00 A.M.** at the City Hall located at 101 W. Reed St., Moberly, MO 65270. A walk-thru of the project sites will be conducted. Only bids received from a contractor attending this walk-thru will be accepted. Contractors will receive bid documents the day of the walk-through.

All bids **must** have a bid guarantee equivalent to 5% of the bid amount. This can be secured by a bid bond or certified check and **must** be included with the bid. Other bonding requirements may be required from the contractor after bid is awarded.

The bid also must include the bidders OSHA 10-hour safety certification.

The City reserves the right to waive any informalities or to reject any or all bids.

Prevailing Wage does not apply for this project.

The City of Moberly is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. For questions, please contact Samantha Diffenderfer, Mark Twain Regional Council of Governments at (573) 565-2203.

PUBLISH TWO TIMES IN THE FOLLOWING:

**WEDNESDAY, JUNE 2, 2021 EDITION
WEDNESDAY, JUNE 9, 2021 EDITION**

AN AFFIDAVIT IS REQUIRED UPON COMPLETION

3rd Round Demolition
& Residential Properties

CITY OF MOBERLY

"BID OPENING"

Date: 6/23/2021 10:00 AM

JT Holman Construction LLC

\$^{50,500} total
\$ includes asbestos
abatement

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.T. Holman General Construction & Excavating, LLC
 2016 Jims Road
 Macon, MO 63552

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
 P.O. Box 14498
 Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Moberly
 101 W. Reed Street
 Moberly, MO 65270

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Moberly Residential Demolition, Moberly, MO - Demolition of 8 Residential Properties

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

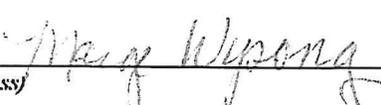
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of June 2021

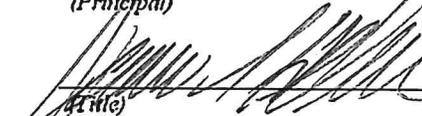


 (Witness)



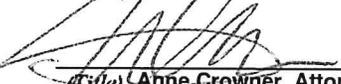
 (Witness)

J.T. Holman General Construction & Excavating, LLC
 (Principal) (Seal)



 (Title)

Merchants National Bonding, Inc.
 (Surety) (Seal)



 (Title) Anne Crowner, Attorney-in-Fact

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

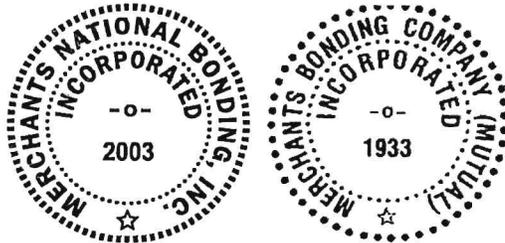
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

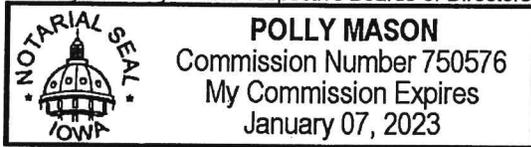


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



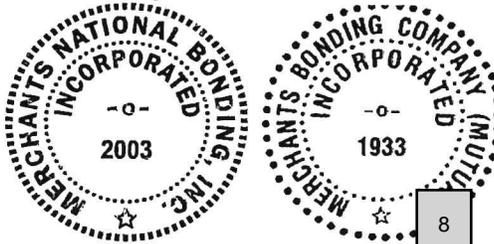
Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2021.



William Warner Jr.
Secretary



Company ID Number: 175717

Client Company ID Number: 813902



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902



If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer J.T. Holman General Contractor, LLC	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Moresource, Inc	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/16/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/15/2014



Company ID Number: 175717

Client Company ID Number: 813902

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J.T. Holman General Contractor, LLC
Company Facility Address	2016 Jims Road Macon, MO 63552
Company Alternate Address	P.O. Box 591 Macon, MO 63352
County or Parish	MACON
Employer Identification Number	141901499
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

ISEI1010-6911654

 **UC San Diego Extension**
INTERNATIONAL SAFETY EDUCATION RECOGNITION CENTER

 **American Safety Council**

This card certifies that
BRANDON FORMENTO
has completed a 10-Hour OSHA Hazard Recognition Training
for the Construction Industry.

  08/05/2012

Director: **Scott MacKay** Trainer: **Taylor Sikes** Grad. Date:

OSHA

002223232



U.S. Department of Labor
Occupational Safety and Health Administration

JAMES TALTON HOLMAN

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

John Rippey
(Trainer)

4-6-09
(Date)

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #2.

Department: Police

Date: July 19, 2021

Agenda Item: A Request from Moberly VFW to hold their annual Veteran’s Day Parade on November 13, 2021.

Summary: Moberly VFW Post 2654 requests permission to hold the 2021 Veteran's Day Parade on November 13, 2021 beginning at 1:00pm. Parade will stage in the 600 block of Adams Street and west into the 700 and 800 blocks of West Reed St. Parade will travel east on Reed Street from Adams and Johnson to Reed and Clark, turn right onto the 100 block of N Clark St, where the parade will disband. Contact person is VFW Commander Chris Wertz, 660-651-3869. Approximately 84 to 94 units are expected to participate and the VFW will have approximately 10-15 volunteers assisting with the parade. Moberly Police are requested to provide traffic control along the parade route.

Recommended Action Direct staff to bring this request to the August 2, 2021 Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" 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

Submit completed form with any attachments to:
Moberly Police Department
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 6-20-2021

1. Organization/Agency requesting permit: VFW Post 2654

2. Name of Person making Application: Chris Wertz - Commander

Contact Person: Chris Wertz Phone: 660-651-3869 (Cell)

Address: 1347 S. Morley St. Moberly, MO 65270 660-263-6030 (Home) ^{Post}

3. Date of Parade: Nor. 13, 2021 Start Time: 1pm

4. Staging Area: Adams Street next to Post office then W. Reed - starting behind Post office - west to College Ave

5. Approximate Number of Units Participating in Parade:
A. Bands 3 D. Foot Units 6
B. Motorized Units 70-80 E. Animal Units Unknown
C. Floats Maybe 5 F. Others Unknown

Total Number of Units: 84-94

6. Parade Route and ending point: Start at Johnson and Reed St., east on Reed St. to Clark St., south (right) on Clark St. & disband.

7. Will organization or parade participants be dispersing any items during the parade? Yes No If yes, what? May give out small flags &/or Buddy poppies.

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes No If so, how many? 10-15 Hopefully

9. Have read and agree to the rules outlined in the parade permit. Yes No

10. Signature of Applicant: [Signature]

11. Approved: [Signature] Disapproved _____

12. By authority of: [Signature] Date 0709.21
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

1. Consumption of alcoholic beverages is prohibited.
2. No parade vehicles may be operated at excessive speeds or so operated as to break traction.
3. No parade vehicles may be operated any closer than five feet from a parked car or curb.
4. No dangerous objects will be thrown into a crowd by parade participants.
5. No parade participant shall appear in a state of nudity.
6. No parade participant shall conduct themselves in such a way so as to threaten, curse or offend any other person.
7. Parade participants shall be responsible for clean up after the termination of the parade activities.
8. If required by the Chief of Police, parade participants shall provide security personnel to assist the police in supervising the parade.
9. The parade should substantially follow the approved parade route as submitted and approved through the issuance of the parade permit.
10. Upon request of the Chief of Police, police officer or other authorized security officer, any parade participant shall remove himself or herself from the parade.

Special Requirements

Children running out to retrieve candy or other items thrown by parade participants pose a very dangerous situation. Due to concern for their safety the following restriction on the manner in which items are thrown is required:

1. The throwing of any objects (i.e., candy, balloons, coupons, stickers, fliers, etc.) from a moving unit within the parade is prohibited unless such unit has a minimum of two people (one on each side) assigned to ensure that objects thrown from the unit fall within an area of safety and not an area that would lure the children into the path of the parade units.

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Public Works

Date: July 19, 2021

Agenda Item: Receipt of bids for a new zero turn mower for the Cemetery Department.

Summary: We advertised for bids and received bids from 3 dealers that was opened at 10:01am on July 7, 2021. Attached is the bid advertisement, sign in sheet, specs, bid tab and bids. Staff is recommending the Grasshopper from Lees Lawn Care.

Recommended Action: Direct staff to bring forward to the August 2, 2021 regular City Council meeting for final approval.

Fund Name: Cemetery CIP

Account Number: 100.010.5502

Available Budget \$: 18,000.00

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 type="checkbox"/> Proposed Resolution			
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Advertisement for Bids

The City of Moberly will receive sealed bids for the following:

1 New 2021/2022 Model Zero Turn Commercial Mower with Rear Discharge

Specifications and bid form may be obtained at the office of the City Clerk's Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked "**CEMETERY MOWER**" must be received by **10:00 a.m., Wednesday, July 7, 2021**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tim Grimsley at (660) 353-8003.

SUBMITTED BY TOM SANDERS
CITY OF MOBERLY
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR
INDEX:

WEEKEND EDITION, JUNE 19, 2021

BID SPECS FOR NEW 2021/2022 ZERO TURN COMMERCIAL MOWER

ENGINE-MINIMUM 27 HP TWIN CYLINDER GASOLINE

DRIVE SYSTEM-DUAL HYDROSTATIC,SEPARATE PUMP AND WHEEL MOTOR TYPE
MINIMUM 16CC PISTON TYPE PUMP WITH HIGH TORQUE WHEEL MOTOR

DECK-60 OR 61 INCH MID MOUNT TYPE,MINIMUM 10 GAUGE STEEL CONSTRUCTION
REINFORCED WITH REAR DISCHARGE

DECK SPINDLES-MINIMUM 1" OD SHAFT WITH MACHINED ALUMINUM OR CAST
IRON HOUSING CONSTRUCTION,SEALED OR GREASABLE FROM TOP SIDE

STARTER AND ELECTRICAL SYSTEM- 12 VOLT

TIRES-MANUFACTURERS STANDARD FRONT AND REAR

ROPS-MANUFACTURERS STANDARD ROLL OVER PROTECTION

HOUR METER-MANUFACTURERS STANDARD EQUIPMENT

FUEL TANK-MINIMUM 10 GALLONS WITH FUEL GAUGE

SEAT-SUSPENSION TYPE WITH ARMRESTS

GROUND SPEED-MINIMUM 10 MPH

WARRANTY-MANUFACTURERS STANDARD

NOTE THIS MOWER SHALL BE A COMMERCIAL(NOT RESIDENTIAL) GRADE MOWER
AND ANY DEVIATION FROM SPEC MUST BE NOTED ON BID.

NOTE THE CITY OF MOBERLY RESERVES THE RIGHT TO ACCEPT ANY BID
REGARDLESS OF PRICE.

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 7/7/2021, 10:00 a.m.

Name

Company

Shannon Hance

City of Moberly

Milo Lagle

City of Moberly

Tom Sanders

"

Caren Beal

"

BID TABULATION FOR ZERO TURN MOWER

WS #3.

COMPANY	BID	BRAND
Lee's Lawn Care	\$8,400.00	GRASSHOPPER
Jeff Davis Sales & Service	\$11,499.00	HUSTLER SUPER, 60" DECK
McKeown Farm & Lawn	\$10,499.00	FERRIS ISX2200 28HP
McKeown Farm & Lawn	\$11,399.00	FERRIS ISX3300 32HP
McKeown Farm & Lawn	\$13,399.00	FERRIS ISX3300 40HP
Once approve by City Council, we will notify the bid winner		

June 11, 2021

CITY OF MOBERLY, MISSOURI
CEMETERY DEPARTMENT

BID FORM

Bid due date: **July 7, 2021; 10:00 a.m.**

We are requesting a bid quotation for:

One new 2021/2022 Zero Turn Commercial Mower
Rear Discharge 60" or 61" Mid Mount Mower Deck
Roll Over Protection, Min. of 27 H.P. Twin Cylinder
Hour Meter, Fuel Gage

Total Bid \$ 8400.00

Dealer Name: Lees Lawn Care & Equipment.

Brand Name & Model: Grasshopper.

Authorized Signature: Jay Lees

Delivery Date: Approx 2 weeks after Bid Approval

Bid Submission deadline 10:00 a.m. **July 7, 2021** to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

June 11, 2021

CITY OF MOBERLY, MISSOURI
CEMETERY DEPARTMENT

BID FORM

Bid due date: July 7, 2021; 10:00 a.m.

We are requesting a bid quotation for:

One new 2021/2022 Zero Turn Commercial Mower
Rear Discharge 60" or 61" Mid Mount Mower Deck
Roll Over Protection, Min. of 27 H.P. Twin Cylinder
Hour Meter, Fuel Gage

Total Bid \$ 11,499⁰⁰ -

Dealer Name: JEFF DAVIS SALES + SERVICE

Brand Name & Model: HUSTER SUPER 2 RD 60" # 941195

Authorized Signature: [Signature]

Delivery Date: Est. Sept. 1st 2021

* Need to know if ~~it's~~ I'm Best Bid so I can
get Mower ORDERED ASAP. THX

Bid Submission deadline 10:00 a.m. July 7, 2021 to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.



July 2021

Thank You for contacting us for a bid. Please find the information below on pricing as well as attached specification comparisons, information sheets, and a 2021 Ferris catalog.

ISX3300 – 5901881 40 HP - In Stock Mower	\$14,899.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
Final Price	\$13399.00

(Please Note: 40HP ISX3300 is currently in stock and for sale at the time of this quote)

ISX3300 – 5901980 – 32HP - Spring 2022	\$12899.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
Final Price	\$11399.00

ISX2200 – 5901845 – 28HP - Spring 2022	\$11999.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
Final Price	\$10499.00

Quote good for 45 days from July 7th, 2021

Ferris Warranty: See the last page in the book page 58.

Included:

2021 Ferris Catalog
ISX 3300 Bid Spec Sheet
ISX 2200 Bid Spec Sheet
Comparison Chart

Respectfully Submitted,

Michael McKeown

Comparison Chart - McKeown Farm & Lawn

Requested Specs. *In Stock* **ISX3300**

Spring 2022 **ISX3300**

Spring 2022 **ISX2200**

Gas Engine

Horse power	Minimum 27HP twin cylinder gasoline	40 gross HP/993cc EFI ETC gasoline	32 gross HP/896cc gasoline	28 gross HP /810cc
Starter	12-volt	12-volt	12-volt	12-volt
Fuel Capacity	Min 10 gallon w/fuel gauge	11 Gallons	11 Gallons	11 Gallons
Hour Meter	Manufacturers standard equipment	Dual function hour meter	Dual function hour meter	Dual function hour meter

<p>Dual hydrostatic, separate pump and wheel motor type minimum 16CC piston type pump with high torque wheel motor</p>	<p>Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors. Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard</p>	<p>Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors. Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard</p>	<p>Mid-mount, zero turn mower with suspension and dual hydrostatic transmissions. Dual Hydro-Gear® ZT-4400™ transaxles with 8.3" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard</p>
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ROPS	Manufacturers standard roll over protection	165° foldable	165° foldable	180° foldable
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Machine Suspension	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks
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Seat	Suspension type with armrests			
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Requested Specs.

In Stock **ISX3300**

Spring 2022 **ISX3300**

Spring 2022 **ISX2200**

Deck	Rear Discharge	Right Discharge	Right Discharge
Cutting Width Discharge	60"-61" mid mount type, minimum 10 gauge steel construction reinforced with rear discharge	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge
Deck Spindles	Minimum 1" OD shaft with machined aluminum or cast iron housing construction, sealed or greasable from top side	Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable	Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable
Overall Unit			
Tires-Front	Manufacturers Standard	13" x 6.5"-6"	13" x 6.5"-6"
Tires-Rear	Manufacturers Standard	26" x 12"-12"	24"x12"-12"
Ground Speed	Minimum 10MPH		
Forward	0-12 MPH		0-10 MPH
Reverse	0-5 MPH		0-5 MPH
Warranty	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)



ISX™ 3300



61" ~~72"~~

TYPE	Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors		
ENGINE	Vanguard® BIG BLOCK™ w/ Oil Guard™ 32 gross hp/896cc (61", & 72") Vanguard® BIG BLOCK™ EFI w/Oil Guard™, 40 gross hp/993cc EFI ETC (61" & 72") Kawasaki® FX021V, 31-gross HP/999cc (61") Kawasaki® FX1000V, 38.5-gross HP/999cc EFI (61" & 72" deck)		
AIR CLEANER	Remote multi-stage canister air filter (Kawasaki models) Remote centrifugal dry type with dual replaceable elements (Vanguard models)		
PTO	Electric	DRIVE AXLES	1.375" shaft five bolt pattern wheels
FUEL CAPACITY	11 Gallons	TIRES	26" x 12" - 12"
DUMP VALVES	Transmission release actuator on the side of each transmission, one per each transmission	FRONT CASTERS	13" x 6.5" - 6"
CUT WIDTH	61", 72" side discharge	SPEED	0-12 mph forward, 0-5 mph reverse
HEIGHT CONTROL	Foot operated quick pin adjust 1.5" to 5"	OVERALL LENGTH	84.5"
DECK CONST.	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge	OVERALL WIDTH	76.75 / 66.5 (61"), 85.75 / 76.5 (72")
DISCHARGE CHUTE	Flexible rubber	DRY WEIGHT	1443 lbs (61"), 1511 lbs (72")
SPINDLES	Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable	FRAME	1.5" by 2.5"- 3-Gauge tubing
BLADES	0.25" thick heat treated	PAINT	Powdura® Superdurable polyester powder coat with excellent impact resistance and outstanding salt and UV protection
DECK MOUNT	All 4 corners mounted to frame	INSTRUMENT.	Dual function hour meter, dual fuel level gauges (each tank)
SUSPENSION	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks	CONTROL SYSTEM	Adjustable ergonomic twin steel operator- controlled sticks
DRIVE SYSTEM	Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard	PARKING BRAKE	Hand-operated internal transaxle brake
BELTS	Dual continuous loop, aramid wrapped, 5V-section belts	CERTIFIED ROPS	165° foldable
		WARRANTY†	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60) months) unlimited hours. Transaxles, 3-years (36 months)

[†] Power levels are stated gross horsepower at 3600 rpm per SAE J1940 as rated by Briggs & Stratton.
[‡] See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.



ISX™ 2200



~~52"~~ 61"

TYPE	Mid-mount, zero turn mower with suspension and dual hydrostatic transmissions	DRIVE AXLES	1.375" shaft five bolt pattern wheels
ENGINE	Vanguard® 810cc EFI w/ Oil Guard™ 28 gross hp/810cc (52" , 61", suspension seat)	TIRES	24 x 9.5 - 12 (52") , 24 x 12 - 12 (61")
	Kawasaki® FX801V, 25.5 gross hp/785cc (52", 61", suspension seat)	FRONT CASTERS	13 x 5 - 6 (52") , 13 x 6.5 - 6 (61")
	Kawasaki® FX730V EFI 26 gross hp/726cc (52", 61", suspension seat)	SPEED	0-10 mph forward, 0-5 mph reverse
AIR CLEANER	Remote centrifugal dry type with dual replaceable elements (Vanguard Models) Remote multi-stage canister air filter (Kawasaki models)	OVERALL LENGTH	82.5"
PTO	Electric	OVERALL WIDTH	67 / 57 (52") , 78 / 61.5 (61")
FUEL CAPACITY	11 gallons	DRY WEIGHT	1223 lbs (52") , 1295 lbs (61")
DUMP VALVES	Transmission release lever on top of the transmission, one release lever per each transmission	FRAME	1.5" by 2" x 0.25" - 11-gauge tubing
CUT WIDTH	52", 61" side discharge	PAINT	Powdura® Superdurable polyester powder coat with excellent impact resistance and outstanding salt and UV protection
HEIGHT CONTROL	Foot operated quick pin adjust 1.5" to 5"	INSTRUMENT.	Dual function hour meter, dual fuel level gauges (each tank)
DECK CONST.	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge	CONTROL SYSTEM	Adjustable ergonomic twin steel operator-controlled sticks
DISCHARGE CHUTE	Flexible rubber	PARKING BRAKE	Hand operated internal transaxle brake
SPINDLES	Aluminum (52"), Cast iron (61"), greaseable	CERTIFIED ROPS	180° foldable
BLADES	0.25" thick heat treated	WARRANTY†	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60) months unlimited hours. Transaxles, 3-years (36 months)
DECK MOUNT	All 4 corners mounted to frame		
SUSPENSION	ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks		
DRIVE SYSTEM	Dual Hydro-Gear® ZT-4400™ transaxles with 8.3" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard		
BELTS	Dual continuous loop, aramid wrapped, 5V-section belts		

* Power levels are stated gross horsepower at 3600 rpm per SAE J1940 as rated by Briggs & Stratton.

** All power levels are stated gross horsepower per SAE J2723 as rated by Kawasaki.

† See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.

Department: Administration

Date: July 19, 2021

Agenda Item: A discussion of the proposed annexation of newly acquired real property located in Rothwell Park.

Summary: On June 17, 2021 the city acquired real estate from Stephen and Cynthia Gessling located in Rothwell Park. Staff desires to annex the property into the city limits. The annexation process is set out by state statute in Section 71.012 RSMo.

Staff will initiate the procedure by filing a notarized petition requesting annexation signed by the mayor. A hearing is held thereafter after notice of the proposed annexation is published. Upon a determination at the hearing that annexation is reasonable and necessary to proper development of the city and that the city can provide normal municipal services to the area, the annexation may be approved by ordinance.

Three certified copies of the ordinance are provided to the county and a copy to the election authority.

Recommended

Action: To authorize approval of the annexation procedure.

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"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ANNEXING REAL PROPERTY INTO THE CORPORATE CITY LIMITS OF THE CITY OF MOBERLY, MISSOURI.

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

SECTION ONE: The City Council has received a Petition requesting annexation of the following described real property into the corporate city limits of the City of Moberly, Missouri:

A tract of land in the Southeast ¼ of Section 34, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: From the point of beginning, a set smooth iron bar lying N 60*-12'-50" E, along the north right-of-way line of State Highway 24, 294.75 feet from an existing stone at station 691+97 being the southwest corner of the parent tract as shown by the survey recorded in Book 399D, Page 1, thence N 1*-02'-00" E, along the west line of tract 4 of said survey and its southerly prolongation, 822.13 feet to an existing iron pipe at the southwest corner of tract 2; thence following the line between tracts 2 and 4: N81*-16'-45" E 106.73 feet to an existing iron pipe; N 47*-37'-25" E 63.38 feet to an existing iron pipe; N 85*-28'-50" E 22.70 feet to an existing iron pipe on the west line of tract 2; thence following the line between tracts 3 and 4: S 5*-05'-20" E 33.40 feet to an existing iron pipe; N 88*-21'-55" E 107.45 feet to an existing iron pipe; N 3*-40'-15" W 116.43 feet to an existing iron pipe on the south right-of-way of Route JJ (Old Route 24); thence following Route JJ along a curve to the right having a central angle of 1*-39'-51" and a radius of 1859.86 feet an arc length of 54.02 feet to a drill hole in the concrete driveway apron; thence leaving Route JJ right-of-way S 5*-50'-25" W 84.92 feet to a set smooth iron bar; thence S 20*-53'-05" E 44.87 feet to a set smooth iron bar; thence N 89*-10'-40" E 128.01 feet to a set smooth iron bar; thence N 2*-42'-50" E 124.12 feet to a set smooth iron bar on the south right-of-way of Route JJ; thence following Route JJ along a curve to the right having a central angle of 3*-09'-51" and a radius of 1859.86 feet an arc length of 102.71 feet; thence, leaving Route JJ, S 3*-29'-25" W 667.95 feet to an existing rebar on the north right-of-way of State Route 24; thence, following said Route 24 right-of-way; S 59*-41'-00" W 324.75 feet, S 66*-31'-15" W 168.00 feet and S 60*-12'-50" W 132.75 feet to the point of beginning and containing 9.34 acres.

SECTION TWO: The real property described above in Section One is contiguous and compact to the existing corporate limits of Moberly, Missouri.

SECTION THREE: The City Council received a petition requesting annexation by all property owners within the area described above proposed to be annexed.

SECTION FOUR: The City Council held a hearing on the annexation request not less than 14 days nor more than 60 days after the petition was received and a Notice of Hearing on the petition was published in a newspaper of general circulation qualified to publish legal matters located in Moberly, Missouri, and the hearing was held not less than seven days after publication.

SECTION FIVE: No objection has been made to the annexation request.

WS #4.

NOW, THEREFORE, the annexation petition is hereby granted and the Moberly, Missouri, corporate city limits are extended to include the real property described above in Section One and pursuant to the current Comprehensive Plan adopted by the City of Moberly the annexed real property shall be zoned M-P.

FURTHER, the city clerk is directed to cause 3 certified copies of this annexation ordinance to be filed with the Randolph County Assessor and the Randolph County Clerk.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of March, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

LAKWOOD DR

U.S. RTE 24

WS #4.



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City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: City Manager

Date: July 19, 2021

Agenda Item: A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: The annual renewal for our government relations specialist is set to renew for one year. This position helps with conveying the city’s message with our federal and state legislature, executive departments of the state, and various state and federal agencies. This contract is for \$15,000 annually and will continue our efforts at improving or stopping actions which are important to the city. Major items worked on this year were, the Low-Income Tax Credit Program, economic development issues, prevailing wage, DNR items, transportation, historic tax credits, and internet sales tax. While we had many successes this year including the WayFair and Gas Tax, we will need to continue our efforts in the future.

Recommended

Action: Direct Staff to bring to the August 2nd City Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney’s Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> 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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL CONSULTING SERVICES AGREEMENT WITH ZAMKUS AND ASSOCIATES, LLC FOR CONSULTANT AND LOBBYIST WORK.

WHEREAS, the City and Zamkus and Associates, LLC. heretofore entered into a Governmental Consulting Services Agreement, the terms and conditions of which apply to this Consulting Agreement; and

WHEREAS, the consultant/lobbyist is engaged in the business of providing governmental consulting services; and

WHEREAS, the City has significant interest in Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits;

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Governmental Consulting Service Agreement and take such other and further actions as may be required to complete the agreement with Zamkus and Associates, LLC.

RESOLVED this _____ day of July, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

This Governmental Consulting Services Agreement is entered into on this ___ day of July 2021, by and between **Zamkus and Associates, L.L.C** with their principal office located at 5113 Sharon Drive Jefferson City, MO 65109 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

WHEREAS, Consultant/Lobbyist is engaged in the business of providing governmental consulting services; and

WHEREAS, Client is a city located in Randolph County, Missouri that is interested in providing quality affordable housing and maintaining the safety and wellbeing of its nearly fourteen thousand citizens; and

WHEREAS, Client has significant interest in the Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits currently authorized under the provisions of Missouri State law; and

WHEREAS, Consultant/Lobbyist has been retained by Client to provide governmental consulting services for Client as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client's desire to monitor and lobby legislation which would have an impact on specific economic development interests of the Client; and

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2021 through July 16th, 2022. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2020 through July 16, 2021, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

9. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

CONSULTANT/LOBBYIST

Jason Zamkus/Principal
 ZAMKUS & ASSOCIATES, LLC
 5113 Sharon Drive
 Jefferson City, MO 65109
 (573) 291-6180
jzamkus@gmail.com

CLIENT

Brian Crane, City Manager
 City of Moberly, Missouri
 101 Reed Street
 Moberly, MO 65207
 (660) 998-0137
bcrane@cityofmoberly.com

10. **Effectiveness; Date:** This Agreement will become effective when upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

ZAMKUS & ASSOCIATES, L.L.C.

Signature: _____
Name: _____
Title: _____
Date: _____

THE CITY OF MOBERLY

Signature: _____
Name: _____
Title: _____
Date: _____

General Deliverables - Appendix A

- Monitor and lobby LIHTC and other tax credit reform legislation;
- Identify and track legislation that could be utilized as vehicle for LIHTC or other tax credit reform legislation by amendment;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may affect tax credit legislation will be addressed or voted upon;
- Collect all relevant material from hearings;
- Compile all relevant information gathered;
- Facilitate meetings with key decision makers and staff regarding regulatory, legislative and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

ZAMKUS & ASSOCIATES, L.L.C.

THE CITY OF MOBERLY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #6.

Department: Police

Date: July 19, 2021

Agenda Item: Resolution authorizing the Service Agreement between the Moberly Police and The Tech Shop for IT Management Program.

Summary: The current IT agreement between the Moberly Police Department and The Tech Shop will expire on August 31, 2021. The Police Department and The Tech Shop desire to renew the managed services agreement for another year. The Tech Shop has provided IT services to the Police Department for several years with good results. Annual cost of the agreement is \$16,800.

Recommended Action Direct staff to bring to the August 2nd Council Meeting for final approval.

Fund Name:
Data Processing

Account Number: 100.007.5403

Available Budget \$: 74,961.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> 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

THE TECH SHOP

SIMPLIFYING TECHNOLOGY

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

Features of our Agent Include:

Service	What it Does	Benefits
Daily Safety Checks	-Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks	-Provides added layer of protection -Enhances Security -Provides peace of mind
Daily Health Checks	-Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance	-Less downtime -Provides improved insight into your systems health and performance
Weekly Reporting	-Delivers a detailed report to your inbox each week	-Helps you keep informed on the health and security of your critical IT assets
24/7 Monitoring	-Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed	-Identifies a comprehensive range of issues before damage is done -Maximizes system performance
Proactive Maintenance	-Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks	-Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
Managed Antivirus	-Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection	-Reduces downtime and needless IT service calls due to PC infections

Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

Management Fee Includes:

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- 10 hrs per month On-site Support / Helpdesk instances
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Deployment and imaging of new workstations and laptops.
- Adds, moves, and changes for email and active directory systems.
- Troubleshooting, maintenance, and repair of data networks.
- Troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure.
- Consultation on new technology available and recommendations on technology upgrades.

Items Not Covered:

- The cost of any hardware or software
 - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring

Overview

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs and any future purchases or changes to the infrastructure. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

Terms

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2021 and shall continue until August 31, 2022 for a one year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. There will be no fees for onsite or remote service, both of which are unlimited. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

_____ Date: _____

Michael Triebisch, Owner

Moberly Police Department

_____ Date: _____

Name (Printed): _____ Title: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #7.

Department: Comm. Dev.

Date: July 19, 2021

Agenda Item: A Quit-Claim Deed for 621 W Coates to The Anglican Orthodox Church International.

Summary: The pastor of the church has contacted the City about the empty lot. It is located between the church and the church parking lot. They would like the lot to be used for church activities.

Recommended Action: Direct staff to bring forward to August 2, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2021 by and between

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTOR

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, parties of the first part and

THE ANGLICAN ORTHODOX CHURCH INTERNATIONAL, GRANTEE

P.O. Box 128, Statesville, NC 28687

County of Iredell, State of North Carolina, party of the second part

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

Lot 7, Block 1, Young & Stephen's Addition to the City of Moberly, Missouri, or more commonly known as 621 West Coates Street, Moberly, Missouri.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever,

so that neither the said parties of the first part nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

City of Moberly, Missouri

Mayor, Jerry Jeffrey

ATTEST:

City Clerk, Shannon Hance

STATE OF MISSOURI)
) **SS.**
COUNTY OF RANDOLPH)

On this _____ day of _____, 2021, before me, the undersigned, a notary in the said County, personally appeared **JERRY JEFFREY, Mayor of the CITY OF MOBERLY, MISSOURI, a Municipal Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Council, and said **JERRY JEFFREY** acknowledgement said instrument to be the free act and deed of of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Comm. Dev.

Date: July 19, 2021

Agenda Item: Bartlett and West Task Order 14 for site evaluation of 605 Fowler Road for rail use.

Summary: Bartlett & West has submitted the attached proposal for the site evaluation of 605 Fowler Road for rail use. Below I have listed the scope of the project. This evaluation should give us good direction/information as to how we want to proceed with the site, however we may require some additional specialized service to better evaluate the current and predicted rail needs in the community.

Staff recommend proceeding with the site study. The cost for the work (\$9,800) would come from Transportation Trust fund.

Scope of Services for the Site Evaluation:

- Conference call with City to review scope and schedule site visit.
- Perform site evaluation and condition assessment of existing industrial track from crossing at W Fowler Road to western terminus on City owned property
- Meet with City representative to discuss expectations of rail service (if available)
- Prepare initial exhibit with site evaluation findings.
- Prepare exhibits for two options (to stay on the 605 Fowler Road parcel and extension to Everlast building)
- Prepare high-level estimate of probable construction cost to be included with the exhibit.
- Review exhibits and cost estimates with City.
- Services do not include survey, environmental, or geotechnical.

Recommended Action: Direct staff to bring forward to the August 2, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BARTLETT & WEST, INC.
TASK ORDER NUMBER 14

This task order No. 14 is issued relative and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for professional Services between the City of Moberly, Missouri and Bartlett & West, Inc. (“Consultant”) as dated June 14, 2016 and as further modified herein.

The Provisions of this Task are as follows:

A. **Definitions and Rules of Interpretation.** For purposes of this Task Order, definitions and rules of interpretation and outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.

B. **Project Understanding:**

The City of Moberly is considering the development of a multi-modal facility that would be served by an existing industrial track along the Norfolk Southern mainline.

Bartlett & West participated in a conference call with the City to review the possible multi-modal site and discuss the existing industrial track and its condition.

Bartlett & West recommended performing a site evaluation to assess the condition of the existing industrial track and access to the possible multi-modal site. This would involve having one of our rail specialists go to the site and walk the existing track and where the new track would be constructed for the multi-modal site. We would ask to have a city representative available to discuss the expectations of the rail service if that is possible.

After performing the site evaluation Bartlett & West will prepare a site exhibit and include the information identified from the visit. At this time, no survey has been done to capture the existing topography, but Bartlett & West will use existing digital aerial information and prepare a high-level estimate of probable construction cost to be included with the exhibit.

If the City decides to move forward with the construction of the new rail service Bartlett & West can develop a detailed engineering design proposal for accomplishing this work.

C. **Scope of Services for the Site Evaluation:**

- **Conference call with City to review scope and schedule site visit.**
- **Perform site evaluation and condition assessment of existing industrial track from crossing at W Fowler Road to western terminus on City owned property**
- **Meet with City representative to discuss expectations of rail service (if available)**
- **Prepare initial exhibit with site evaluation findings.**
- **Prepare exhibits for two options (to stay on the 605 Fowler Road parcel and extension to Everlast building)**
- **Prepare high-level estimate of probable construction cost to be included with the exhibit.**
- **Review exhibits and cost estimates with City.**
- **Services do not include survey, environmental, or geotechnical.**

- D. Time of Performance for Services: Completion of all services will be within 6 weeks of notice to proceed of the execution of this agreement by both parties.
- E. Compensation for Services: The overall project will be for a lump sum amount of **\$9,800.00**.
- F. Client Responsibilities: Client’s responsibilities in the completion of this Task Order are providing timely reviews
- G. Special Items: Special Items relative to this Task Order are as follows: Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.

Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

Client:

CITY OF MOBERLY, MISSOURI

Consultant:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

City of Moberly City Council Agenda Summary

Agenda Number: WS #9.
 Department: Parks and Recreation
 Date: July 19, 2021

Agenda Item: Contract for Splash Pad design, bid, and construction.

Summary: Through an RFQ process, we sought a qualified aquatic design company that will design the splash pad, bid out the product through a competitive process, and then provide construction oversight as we have done for many past City projects including the Fox Park courts and Athletic Complex parking lot. This provides us with a firm that will be an advocate on the City’s behalf from the design phase (1. best value parts rather than low cost parts and equipment that will cost more over the life of the facility, 2. Open bid process that will hopefully achieve the best value on the project as a whole, and 3. Impartial construction oversight with the City’s interest in mind).

Three responses were received, though two were more of a design build model that would not achieve the above goals and benefits.

Water’s Edge is the firm that also designed the aquatic center. Other than normal wear, we have not had major problems at the aquatic center and Water’s Edge has been at our disposal for the last 10 years as needs arise and they have consulted with us on the aquatic center nearly always free of charge.

Typically, the fees are around 10-15% of the project cost. Water’s Edge submitted their fees and an agreement for \$45,000 – less than 10% of the project cost. See attached agreement, scoring, and RFQ submittals.

Recommended Action: Move forward to the August 2nd regular meeting at which staff will have the Water’s Edge fee and contract for review.

Fund Name: Parks and Recreation – Administration – Contract Labor

Account Number: 115.044.5406

Available Budget \$: \$75,000

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			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney’s Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input checked="" type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

AGREEMENT FOR ENGINEERING SERVICES

PROJECT: The project is a splash pad in Tannehill Park. A traditional (design/bid/build) project delivery system is expected to be used.

BUDGET: The value of construction for the splash pad is expected to be about \$500K.

SCHEDULE: The basic schedule for the Project is to perform design, bidding, and construction services to accommodate a construction substantial completion date in the spring of 2022.

SCOPE OF SERVICES:

The scope of services includes design, bidding/construction documents, bidding support, and construction administration services for the splash pad. The scope of professional services shall also include sidewalks and a building (for park restrooms and for splash pad mechanical components).

The scope of work is based upon the splash pad reflected in the concept drawing titled Tannehill Park Spray Pad w/Themed Features dated 4-1-2021.

Scope for the Project phases include the following.

- Preliminary Design:
 - Provide advice and support to Owner regarding spray pad water treatment options and needs.
 - Provide advice and support to Owner regarding spray pad water collection options and needs.
 - Provide opinions of probable costs for aquatics mechanical/treatment and collection systems.
 - Provide advice and support to Owner regarding various proposed spraypad features and elements.
 - Provide to the Owner site layout drawings.
 - Provide to Owner the approximate size, shape, and location of spraypad mechanical support structures.
 - Provide to the Owner size and layout of the basic components of the mechanical system.
- Design and Construction Documents:
 - Provide Engineering design for the water treatment and hydraulic systems of the splash pad. Scope shall include chemical feed system design, filter selections, pump selection, and pipe sizing.
 - Deliverables shall include Engineer sealed documents (plans and specifications).
- Bidding:
 - Coordinate bidding documents with issuing office.
 - Provide support to potential bidders regarding the project.



- Construction Administration:
 - Provide the following construction administration tasks as it pertains to the scope of work designed.
 - Review shop drawings and requests for payments (as requested)
 - Provide corrections, changes, and clarifications
 - Attend project meetings as requested
 - Perform site visits as needed
 - Perform punchlist walkthrough

This agreement excludes the following:

- Site survey
- Subsurface exploration
- Geotechnical investigation and testing
- Landscape design
- Reproduction and distribution of bidding documents for prospective bidders. (This work is to be done by issuing/print room office (Drexel Technologies for example) and/or the Owner.)

FEE

We will provide the above services for the lump sum fees (including expenses) shown below. Basic expenses are included in the requested lump sum fees.

Preliminary Design	\$5,000
Design and Construction Documents	\$30,000
Bidding	\$1,000
<u>Construction Administration</u>	<u>\$9,000</u>
Total Fee	\$45,000

TERMS AND CONDITION: Reference attached Terms and Conditions.

If this letter agreement is acceptable, please return a signed copy to us.

Water's Edge Aquatic Design:

Accepted by: City of Moberly

Name 

Name _____

Title Principal Engineer

Title _____

Date July 13, 2021

Date _____

Terms and Conditions

A. **Times for Providing Services:** ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services, and will perform these services with reasonable diligence and expediency consistent with sound professional practices. If OWNER requests changes in scope, the time of performance and compensation for services shall be adjusted equitably. There are many factors outside the ENGINEER's control that may affect their ability to complete the services. ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.

B. **Suspension:** The OWNER agrees that the ENGINEER is not responsible for damages arising from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or their contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

C. **Payment Provisions:** Invoices shall be submitted monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

OWNER shall notify ENGINEER if they object to any portion of an invoice in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Suspension of Services: If the OWNER fails to make payments when due, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance.

Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.

D. **Opinions of Cost:** Opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

E. **Performance Standards:** The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

F. **Use of Documents:** All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.

If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

G. **Insurance:** ENGINEER will procure and maintain insurance as set forth in the attached certificate. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.

H. **Termination:** The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the

ENGINEER not less than seven (7) calendar days written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate; Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination.

- I. **Successors, Assigns, and Beneficiaries:** Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.
- J. **Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- K. **Controlling Law:** This Agreement is to be governed by the law of the state in which the project is located.
- L. **Dispute Resolution:** OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
- M. **Hazardous Environmental Conditions:** OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.
- N. **Allocation of Risks:** To the fullest extent permitted by law, ENGINEER and OWNER agree to indemnify and hold harmless each other against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, where such fees are recoverable under applicable laws, to the extent caused by their own negligent acts of performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- O. **Survival:** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- P. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.
- Q. **Waiver:** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- R. **Betterment:** When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.
- S. **Permits and Approvals:** The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

Tannehill Park Spray Ground

WS #9.

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 6/25/2021. 2:00
p.m.

Name

Company

Shannon Hance

City of Moberly

Troy Bock

"

By Hake

"

Tannehill Park Spray Park

WS #9.

CITY OF MOBERLY

"BID OPENING"

Date: 6/25/2021, 2:00 p.m.

Attkco

\$ _____

All Inclusive Rec

\$ _____

Waters Edge

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

RFQ for Moberly, Missouri – Tannehill Park Spray Ground



City of Moberly, Missouri
Request for Qualifications
Tannehill Park Spray Ground
 Department of Parks and Recreation
 Moberly, Missouri

RFQ Issue Date: (June 9, 2021)

RFQ Submission Deadline: (Friday June 25, 2021 at 2:00 p.m. Central Time)

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new spray ground in Tannehill Park, located on the corner of Reed Street and Hagood Street. The Park is located in the downtown area of Moberly and the property is owned by the City.

Planning for the new spray ground was completed in 2021 by Waters Edge Aquatic Design. The final conceptual drawing will be made available to the selected firm.

The new spray ground is expected to include:

- Approximately 1,520 s.f. spray ground
- Various flush deck sprays and tall spray features (approximately 16)
- 16' x 16' building for sprayground water treatment equipment and for park bathrooms
- Recirculation system
- Sidewalk
- May include a small parking lot
- Approximately \$500,000 project budget

Request for Qualifications

Qualified firms interested in providing professional design services for the new spray ground should submit qualifications according to the specifications below. Interested firms shall be licensed aquatics design firms in the State of Missouri.

Deadline

Sealed proposals are due (must be *received*) by (Friday June 25, 2021 at 2:00 p.m. Central Time) to the City at the address listed below. Late submissions will not be accepted.

Mailing Address

One (1) paper copy of the submission is to be mailed or delivered in a sealed envelope clearly marked with "Tannehill Spray Ground RFQ" on the outside of the package to:

RFQ for Moberly, Missouri – Tannehill Park Spray Ground

City of Moberly, Missouri
 (Attn: Moberly Parks and Recreation)
 (101 W Reed St, Moberly, Missouri 65270)
 (660-269-7613)
 (tbock@cityofmoberly.com)
 Attn: (Troy Bock, Director)

Contact Person

Inquiries regarding this RFQ can be directed to the contact listed below. Inquiry must be submitted via email no later than (June 18, 2021).

(Troy Bock, Director)
 (660-269-7613)
 (tbock@cityofmoberly.com)

Scope of Services

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods are not being considered.

A. Preliminary Design

- a. Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to: features, amenities, recirculation system type, accessibility, surfacing, utilities, site constraints, required permits, and project timeline
- b. Confirm and/or refine developed concepts, site plan, and costs

B. Design

- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- b. Prepare full and complete plans, specifications, and construction documents for bidding

C. Bidding

- a. Assist with bidding and award process
- b. Review bids and assist with selecting a contractor

D. Construction Administration

- a. Attend meetings, including
 - i. Pre-construction
 - ii. Progress meetings
 - iii. Substantial, final, and warranty walk-throughs
- b. Construction Administration
 - i. Submittals and shop drawings

RFQ for Moberly, Missouri – Tannehill Park Spray Ground

- ii. Requests for information
- iii. Pay applications
- iv. Change order requests
- c. Construction Site Visits
 - i. Inspection throughout construction with periodic site visits
 - ii. Inspect critical or milestone components

Proposal Submission Requirements

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

- A. Brief profile of the firm and key personnel assigned to this project, including the Project Manager and any sub-consultants.
- B. Demonstrate firm's qualifications and provide examples of related projects.
- C. Describe how your firm will meet the requirements of the Scope of Services and how services will be performed.
- D. Provide a timeline for completing the project and Scope of Services, including major milestones.
- E. Provide a minimum of three (3) references on projects of similar scope.

Evaluation Criteria

Submissions will be reviewed equally by the Selection Committee based on the requirements provided in this RFQ, in addition to, but not limited to, the following criteria:

- Complete submission per the requirements of this RFQ
- Qualifications of the consultants and sub-consultants
- Capability of the proposed project team
- Project history, experience and past performance of projects of similar size and scope
- Demonstrated capability to complete the project and services described
- Ability to perform the work within the project schedule
- Project approach and ability to meet project goals
- Responses from references

The Selection Committee reserves the right to interview any and all consultants based on submitted proposals; however, the agency reserves the right to reject any submittal or to request additional information after submission. The City reserves the right to modify or waive any portion of the criteria noted in this RFQ and select based on the best interest of the City.

Project Schedule

The estimated timeline for project milestones includes:

1. Qualifications submittal deadline – Friday June 25, 2021 at 2:00 p.m. Central Time
2. Interviews (if applicable) – TBD
3. Recommendation of selection – July 6, 2021

RFQ for Moberly, Missouri – Tannehill Park Spray Ground

4. Fees requested of selected firm – July 7, 2021
5. Award contract – August 2, 2021
6. Project kickoff – Fall 2021 ground breaking preferred; start no later than March 1, 2022
7. Project completion – May 27, 2022

Additional Notices

- The submission and acceptance of a submission to this RFQ does not constitute a contract.
- The cost of preparation of submissions in response to this RFQ are the responsibility of the submitted firm(s) and will not be reimbursed by the City.
- The City has the right to accept or decline any portion of this RFQ and/or a submission.
- All materials associated with this RFP and submissions are the property of the City.

Spray Pad 1,520 S.F.

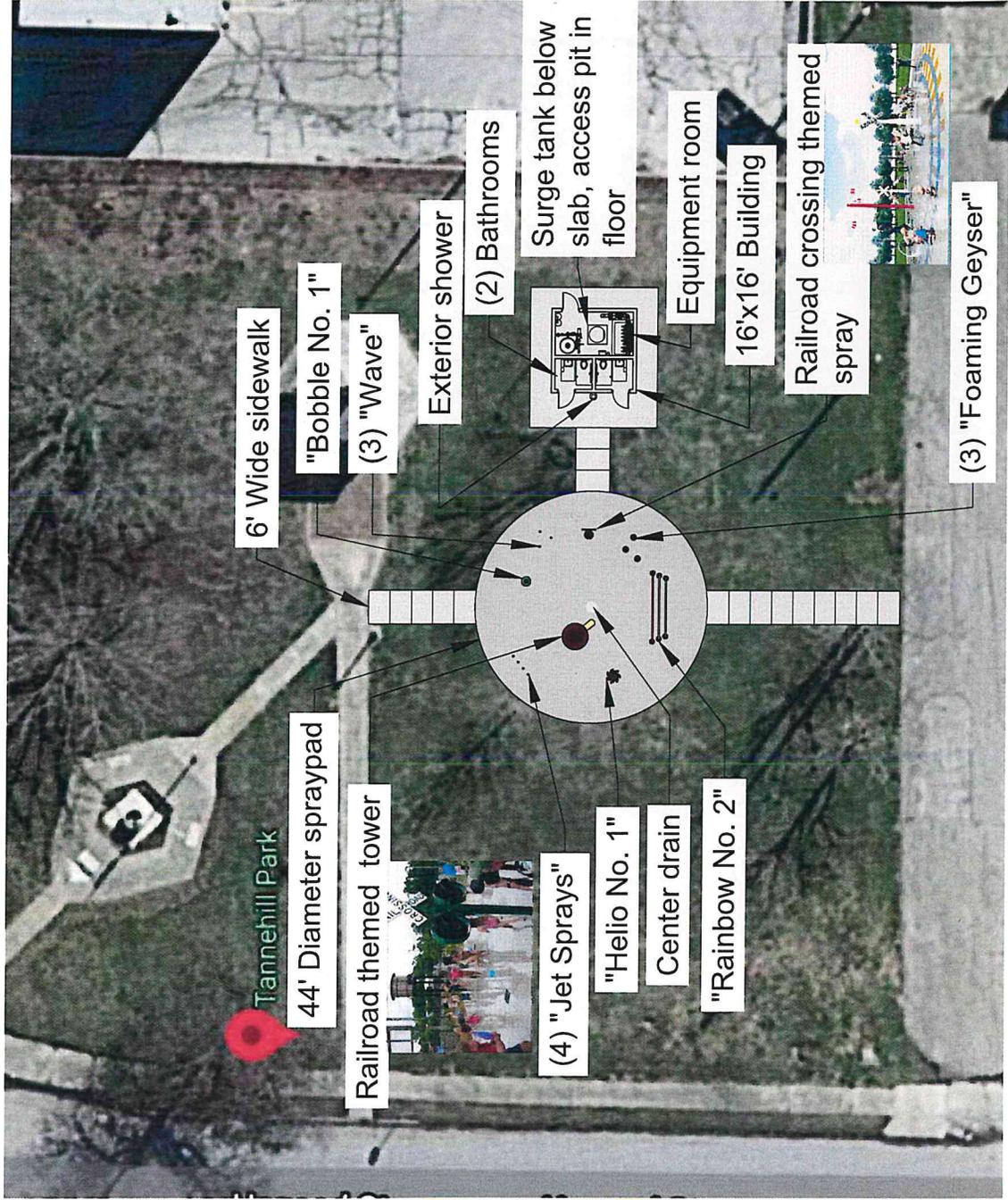


Tannehill Park Spray Pad w/ Themed Features Moberly, MO

04-01-2021



11205 W. 79th St.
Lenexa, KS 66214
t. 913.438.4338
www.WedesignPools.com



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Request for Qualifications

The City is accepting submissions for Aquatic/Engineering/Architectural design, plans, specifications, and construction administration services for a new spray ground in Tannehill Park, located on the corner of Reed Street and Hagood Street. The Park is located in the downtown area of Moberly and the property is owned by the City. Project scope will include spray ground, restroom, and pumphouse. RFQ submissions are due to the Moberly City Clerk's Office at 101 W Reed St, Moberly, Missouri 65270 by 2:00 p.m. Friday June 25, 2021. Submissions should be clearly marked "Tannehill Spray Ground RFQ."

	A	B	C	D	E	F	G	H
1	Tannehill Splashpad RFQ Response Scoring							
2	Score on noted scale where points are awarded on each criterion based on company's merit.							
3	Company: Water's Edge	Brian	Troy	Greg	Randall	Dirk	Average	Scale
4	Complete Submission per the RFQ	8	9	10	10	8	9	Up to 10 Points
5	Qualifications of the consultants and sub-consultants	13	15	15	15	12	14	Up to 15 Points
6	Capability of the proposed project team	8	10	10	8	8	8.8	Up to 10 Points
7	Past performance on similar projects	13	15	15	13	11	13.4	Up to 15 Points
8	Demonstrated capability to complete the project and services	12	15	12	10	12	12.2	Up to 15 Points
9	Ability to perform the work within the project schedule	8	9	10	8	8	8.6	Up to 10 Points
10	Project approach and ability to meet project goals	8	10	10	8	8	8.8	Up to 10 Points
11	Responses from references	9	9	0	0	0	3.6	Up to 15 Points
12								
13								
14	Company: Athco	Brian	Troy	Greg	Randall	Dirk	Average	Scale
15	Complete Submission per the RFQ	8	6	10	5	7	7.2	Up to 10 Points
16	Qualifications of the consultants and sub-consultants	12	10	15	10	10	11.4	Up to 15 Points
17	Capability of the proposed project team	8	8	10	7	7	8	Up to 10 Points
18	Past performance on similar projects	14	10	15	13	12	12.8	Up to 15 Points
19	Demonstrated capability to complete the project and services	15	10	8	10	12	11	Up to 15 Points
20	Ability to perform the work within the project schedule	9	8	10	8	8	8.6	Up to 10 Points
21	Project approach and ability to meet project goals	6	5	10	3	8	6.4	Up to 10 Points
22	Responses from references	9	7	0	0	0	3.2	Up to 15 Points
23								
24								
25	Company: All Inclusive	Brian	Troy	Greg	Randall	Dirk	Average	Scale
26	Complete Submission per the RFQ	8	6	10	5	5	6.8	Up to 10 Points
27	Qualifications of the consultants and sub-consultants	12	10	15	9	8	10.8	Up to 15 Points
28	Capability of the proposed project team	8	8	10	7	5	7.6	Up to 10 Points
29	Past performance on similar projects	12	8	15	13	9	11.4	Up to 15 Points
30	Demonstrated capability to complete the project and services	15	7	12	10	9	10.6	Up to 15 Points
31	Ability to perform the work within the project schedule	8	7	8	8	6	7.4	Up to 10 Points
32	Project approach and ability to meet project goals	6	5	8	3	6	5.6	Up to 10 Points
33	Responses from references	9	6	0	0	0	3	Up to 15 Points

waters edge
AQUATIC DESIGN

ARCHITECTURAL
URBAN PRAIRIE
COLLABORATIVE, P.C.

H & B
ENGINEERS
HOSS & BROWN

REQUEST FOR QUALIFICATIONS

Tannehill Park Spray Ground City of Moberly, Missouri



June 25th, 2021





June 25th, 2021

Troy Brock
Director of Parks and Recreation
City of Moberly, Missouri

Re: Statement of Qualifications -Tannehill Park Spray Ground
Dear Mr. Brock:

We greatly appreciate the opportunity to submit our qualifications as the City of Moberly studies, explores, develops, and designs a new spray ground. Waters Edge Aquatic Design understands the tremendous impact an aquatic facility can have on a community, and also the importance of analysis of aquatic needs and desires to ensure the City offers the appropriate recreational water opportunities to the community it serves.

Our staff's aquatic experience began more than 40 years ago and we understand what works in the aquatics industry. Waters Edge Aquatic Design is uniquely qualified for this project due to our experience in designing a wide range of different aquatic facilities, as well as our history of successful projects in the Midwest. Our qualified staff will work as an integrated part of the team to complete the scope of the project, and provide reports and recommendations that are focused and actionable.

Waters Edge Aquatic Design brings to your project a comprehensive and well-rounded team of individuals with the expertise and experience necessary for completion of design of spray grounds. Our team is uniquely formed with innovative designers and engineers with advanced degrees in a variety of aquatics fields. With this blend of experience we are able to offer forward-thinking review processes with viewpoints from multiple disciplines.

We value community and agency partners. To show this, we work closely with the project team and the community to create an outcome that best fits the goals and needs of each stakeholder. We do not use cookie-cutter concepts and processes. Rather, we determine preferences, and ultimately action plans, based on project goals, site considerations, programming needs, and operational requirements. We use all of this information to create cost estimates, comparative analysis and operational feasibility studies. We strive for excellence and will ensure that you receive the best value and delivery of services in a prompt and cohesive manner.

At the end of the day, the City of Moberly deserves a team with a track record of successful performance; one with a passion that brings a creative collaborative attitude, and who understands the importance of the small details while listening to your needs. Aquatics are our passion and innovation is our drive. Our success is a direct correlation to our belief that your desires are not only unique, but are the key to unlocking the project success you want and deserve. Our team is both enthusiastic and honored to be given this opportunity to work with the City of Moberly.

Sincerely,

A handwritten signature in black ink that reads "Jeff Bartley".

Jeff Bartley, Principal, P.E.
jbartley@wedesignpools.com



1. Company Profile

Sub-consultants

2. Key Staff Members

Organizational Chart

3. Project Experience

References

4. Project Understanding

Schedule

Waters Edge Aquatic Design



1. Company Profile



Firm Overview

Waters Edge Aquatic Design is an aquatic engineering firm with decades of award-winning aquatic planning and design experience. We specialize in the evaluation, planning, and design of aquatic centers, natatoriums, water parks, spray grounds, fountains and civic water displays. We focus on creating visually stunning, energy efficient, sustainable aquatic facilities that are also functional and easy to operate.

With a diverse team of licensed engineers, experienced designers, knowledgeable project managers, former aquatics director, program administrator and lifeguard, we are able to provide industry insight and a properly executed plan. Our expertise and experience allow us to review every concept in a detailed, technical manner and from an operator's perspective. This approach provides the opportunity for each facility to become more efficient and strategically planned.

We believe that every project is unique to its community and site; therefore, we understand each aquatic project deserves an equally unique solution. We do not approach projects with a one-size-fits-all model. Instead, we incorporate community history and preferences, user-group and programming needs, budget, and the goals of the City to create a project that is individually tailored.

To us, water is a form of art that adds excitement to life, which is why we are in the aquatic business. Since its founding, our firm's portfolio has grown to encompass every type of project imaginable, but our philosophy remains the same: a commitment to helping communities grow and prosper through the unique design of tailored, dream-like aquatic features & facilities.

Waters Edge Aquatic Design

11205 W. 79th St.
Lenexa, KS 66214
913-438-4338

AQUATIC PROJECTS

667



AQUATIC AWARDS



37

...A 71 COUNTING...

What Sets Us Apart



Teamwork

Our staff is in constant collaboration, which benefits the overall project team. We understand that last minute situations arise, and we contribute positively to their timely resolution. Quick and accurate response is our standard practice.

Listening & Understanding

Listening to the City's requirements and needs for the project is not only an important step, but the foundation for creating ideas and making decisions that serve the City and the project. Through active listening and information gathering, we are able to take what we have heard and understand, and move forward with implementation in a manner that is in service to your project.

Efficiency of Design

Efficiency of design is critical for the bottom line, including the demand for hiring, staffing, and scheduling. We have built-in processes during each phase of our project approach, that allows for the designing of facilities that take these areas into account; utilizing different disciplines and perspectives to ensure the facility design is operationally efficient and sustainable.

Life Cycle Operating Costs

Successful planning for aquatic facilities, and the ongoing success of operating those facilities, includes feasibility studies. By looking at initial capital investment, and what it costs to operate and maintain a facility, we can then plan what type and amount of revenue could and should be expected to be produced. The same life cycle operating analysis applies to the systems and products that are incorporated into the project. All systems, materials and products are analyzed on the initial cost, as well as the maintenance costs and efforts, and life expectancy. Cost recovery and planning ahead for projected costs and revenues allows cities and their facilities to keep their promise of financial integrity and maintain the trust of its constituents.

Education of Product Choice

It is our approach to begin every new project individually geared towards creating a successful and unique end result. Researching product options begins with us, which will involve looking at specifications, requirements, durability, cost, and usefulness factors. This information is then shared with the team in a clear and easy to understand manner in order to provide education on the options. It is our experience that there are rarely individual products and systems that are consistently the best choice for every project. We do not sell or push systems and products, as we do not have a benefit or financial advantage with any manufacturer or supplier. We put the work in to offer options that are a fit for your project, and we are dedicated to offering options that benefit the communities we serve.

Innovative Products

Integrating innovative ideas and products is an important element when creating a facility that is unique and distinct. By developing and maintaining professional contacts and relationships with a multitude of companies who provide goods and services, and by not aligning with any one product selection, our team is able to keep track of trends and new products. Innovation comes with open communication plus discovery, and we are the partner to navigate this fun-filled process.

Our Aquatic Experience

We genuinely care about our clients and the communities they serve. We are passionate about taking a unique approach to each project and creating innovative solutions that please the communities. Below is a sampling of projects completed in the last 10 years. We feel this list, coupled with our strong list of references, affirms our ability to successfully complete both the planning and implementation phases of your aquatic project.

Projects listed in bold with asterisk evolved from feasibility studies/master plans conducted with Waters Edge Aquatic Design*

CURRENTLY UNDER DEVELOPMENT

- Goddard, KS - Indoor Waterpark
- Joplin, MO - Pool Study
- Kansas City, MO - Indoor Pool Improvements
- La Vista, NE - Aquatic Study
- Marion, IA - Feasibility Study
- Saudi Arabia - Outdoor Pools
- St. Joseph, MO - Park Improvements
- Wichita, KS - Multi-Site Aquatic Planning and Design
- Castle Rock, CO - Outdoor Aquatic Center
- Oskaloosa, IA - Indoor Pool
- Marion, IA - Marion YMCA

SUCCESSFULLY COMPLETED PROJECTS

- Hampden Township, PA - Feasibility Study
- Palos Heights, IL - Pool Improvements
- Carrollton, MO - Outdoor Aquatic Center
- Shawnee Mission, KS - BE Smith Children's Center SMMC
- Dunedin, FL - Toronto Blue Jays Training Facility
- Clarendon, TX - Outdoor Aquatic Center
- Belle Plaine, MN - Outdoor Aquatic Center
- Sioux Center, IA - Addition to Existing Aquatic Center
- Sibley, IA - Outdoor Aquatic Center Improvements
- **Norman, OK - Outdoor Waterpark***
- **Hesston, KS - Outdoor Aquatic Center***
- Monett, MO - Outdoor Aquatic Center
- Brookfield, MO - Outdoor Aquatic Center
- **Sabetha, KS - Outdoor Aquatic Center***
- Story City, IA - Outdoor Aquatic Center
- **Ada, OK - Glenwood Aquatic Center***
- Ankeny, IA - DMACC Natatorium
- Des Moines, IA - Wellmark YMCA
- **Dodge City, KS - Outdoor Waterpark***
- **Garden City, KS - Indoor Waterpark***
- Kansas City, MO - Linwood YMCA
- Wichita, KS - Country Club Outdoor Pool
- Wichita, KS - YMCA Outdoor Addition
- **Ada, OK - Wintersmith Aquatic Center***
- **Moore, OK - Outdoor Aquatic Center***
- Kansas City, MO - Zoo Orangutan exhibit water feature
- Cheney, KS - Outdoor Pool
- Kirksville, MO - Indoor and Outdoor Aquatic Center
- Baxter Springs and Yates Center, KS - CDBG Pool Projects
- **Roeland Park, KS - Pool Improvements***
- Westminster, CO - Indoor pool remediation
- Columbus, NE - Pawnee Plunge expansion
- Yankton, SD - Meridian Bridge Plaza water feature
- **Shawnee, OK - Shawnee Splash Waterpark***
- Lansing, KS - High School competitive pool
- Wellington, TX - Community Aquatic Center
- Wentzville, MO - Splash Station Aquatic Center
- Chillicothe, MO - Chilli Bay Water Park
- **Joplin, Missouri - Schifferdecker Aquatic Center***
- Indianola, IA - Wellness Center Indoor Pool
- **Kansas City, MO - The Bay Aquatic Water Park***
- Lenexa, KS - Flat Rock Creek Pool Improvements
- **Marshalltown, IA - Marshalltown Aquatic Center***
- **Cedar Falls, IA - The Falls Aquatic Center***
- Kansas City, MO - Shoal Creek Valley Aquatic Center
- Austin, TX - Texas State School for the Blind
- Springfield, MO - Grant Beach Pool Improvements
- Manhattan, KS - CiCo Pool Expansion
- Manhattan, KS - Northview Aquatic Center
- Pella, IA - Natatorium Renovation
- **Ankeny, IA - Cascade Falls Water Park***
- **Ames, IA - Furman Outdoor Aquatic Center***
- Lenexa, KS - Lakeview Village Indoor Pool
- Stuart, IA - Family Aquatic Center
- **Fort Dodge, IA - Rosedale Rapids Aquatic Center***
- Vandalia, MO - Vandalia Aquatic Center
- **Pella, IA - Pella Aquatic Center***
- Springfield, MO - Silver Springs Pool Improvements
- **Olathe, KS - Black Bob Bay Aquatic Center***
- Topeka, KS - Capitol Federal Natatorium (Phase 1)
- Topeka, KS - Capitol Federal Natatorium Expansion (Phase 2)
- Hampton, IA - Aquatic Center
- Odessa, MO - Outdoor Aquatic Center
- Corning, IA - Family Aquatic Center
- Algona, IA - Family YMCA Indoor Pool
- **Gladstone, MO - Gladstone Community Center***
- Clive, IA - YMCA Healthy Living Center (Indoor Pools)
- Urbandale, IA - Indoor Pool Renovation
- **Topeka, KS - Shawnee North Aquatic Center***
- **Sioux Falls, SD - Drake Springs Aquatic Center***
- Waukee, IA - Family YMCA Indoor Pools
- **Lee's Summit, MO - R-7 Schools Indoor Aquatic Center***
- **Moberly, MO - Moberly Aquatic Center**



Aquatics International Dream Design Awards

Aquatics International is a publication dedicated exclusively for the aquatics industry. Every year they celebrate what they identify as industry leading aquatic designs. We have been honored to receive Dream Design awards over various years for multiple projects as shown below.



Sabetha Aquatic Center - Sabetha, Kansas



Parrot Cove
Indoor Waterpark
Garden City, Kansas



Long Branch Lagoon
Waterpark
Dodge City, Kansas



Shawnee Splash
Waterpark
Shawnee, Oklahoma



Black Bob Bay
Waterpark
Olathe, Kansas



Schifferdecker
Aquatic Center
Joplin, Missouri



R-VII School District
Aquatic Center
Lee's Summit, Missouri



Cascade Falls
Aquatic Center
Ankeny, Iowa



Shawnee County
Aquatic Center
Topeka, Kansas



Gladstone Community
Center
Gladstone, Missouri



Waukee
YMCA
Waukee, Iowa



Shoal Creek Valley
Aquatic Center
Kansas City, Missouri



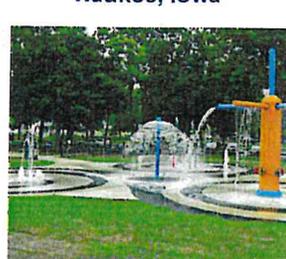
Pella
Aquatic Center
Pella, Iowa



Furman
Aquatic Center
Amos, Iowa



Rock River Rapids
Waterpark
Derby, Kansas



Oleson Park
Sprayground
Fort Dodge, Iowa

Waters Edge Aquatic Design



Urban Prairie Architecture

4523 Mercier St | Kansas City, MO 64111
 p. 816.304.7416 | pminto@urbanprairiekc.com
 urbanprairiekc.com



Urban Prairie Architectural Collaborative P.C. is exactly that. We are a collaborative practice based on mutual respect for each other, our clients, and design. There's a reason our clients become our friends. We love what we do.

We believe that design is personal. Design is an intimate reflection of a person, family, or company. We honor this significance and build our client relationships on a foundation of open communication and mutual trust. We are here to go through the process together, to dig deeper and explore the unexpected, to artfully solve problems and create something that is truly impactful.

We believe there is beauty in craftsmanship. We design with an authenticity that celebrates the building process. Our in-depth understanding of construction methods establishes a level of clarity well before construction starts. We demand the best work from our contractors and consultants resulting in a higher-quality final product for our clients.

We believe that sustainability is a fundamental part of design. Sustainability is more than materials selection, it's a holistic approach that starts with smart decisions about site, scale, and orientation and continues to the extent of the project goals.

At Urban Prairie, we believe that every project, no matter the budget, has the potential for great design. We are here to serve our clients with uncomplicated communication, a genuine approach to design, and a passion for the journey.

Comprehensive Services

Facility Assessments

Master Planning

Feasibility Studies

Site Planning

Architectural Design

Interior Design

FF&E Design

Bid Assistance

Construction Administration

Site Evaluation

Space Planning

Programming

Site Selection

Zoning/rezoning Requests

Community Engagement



Hoss & Brown Engineers, Inc.

11205 W 79th Street, Suite 102, Lenexa, KS 66214
 (913) 438-4338 | csteiner@h-be.com
 www.h-be.com



Hoss & Brown Engineers has established a reputation for designing mechanical and electrical systems to the appropriate level of sophistication, utilizing the latest technology, while maintaining a level of simplicity required for ease of operation and maintenance. We believe that systems which are easier to maintain will be better maintained.

The firm strives to completely coordinate the mechanical and electrical designs with all other members of the design team in an effort to compliment the building aesthetically while maintaining sound design methods. We believe the detail to which our plans and specifications are prepared enhances the quality of bids by leaving little to the contractor's imagination.

Principal involvement begins at the preliminary stage of each project and continues through final completion and system commissioning. From marketing to occupying the building to post-occupancy follow-ups, you can be assured that an owner of the firm is involved at every step of the way. The principals of the firm review staff engineer design calculations and documents at periodic intervals to ensure quality control.

Upon project construction, the principals are actively involved with construction administration and system start-up, ensuring the project is installed and operating within the design guidelines.

Hoss & Brown and Waters Edge have teamed on numerous aquatic projects, giving you a team that has a track record of successful projects.

Comprehensive Services

HVAC Systems Design

Plumbing System Design

Geothermal Systems

Process Piping Design

Fire Protection Systems

Power Systems Design

Lighting Systems Design

Daylighting Studies

Energy Modeling

LEED Design

Water Reduction

Life Cycle Cost Analysis

Solar Water Heating

Energy Monitoring

Renewable Energy

Waters Edge Aquatic Design



2. Key Staff Resumes

Waters Edge Aquatic Design



Organizational Chart

The Project Team Organizational Chart illustrates the roles and responsibilities of each key member of our proposed team. Please note that the team members have collaborated on similar projects. Through this work, our team has established project management and communication procedures that allow for seamless integration of all disciplines throughout all phases of the project.

Our staff is in constant collaboration, which will benefit the overall project team. We understand that last minute situations arise, and we will contribute positively to their timely resolution. Quick response via phone and e-mail is standard practice. On-site and off-site meetings can also be coordinated between our staff members.



Waters Edge Aquatic Design Prime; Aquatic Design Consultant

PROJECT MANAGER
Michael Fisher, PE

Sub-consultants

URBAN PRAIRIE ARCHITECTURE
Paul Minto, AIA- Architect

HOSS AND BROWN ENGINEERING
Casey Steiner, PE, LEED AP BD+C, CGD

Project Manager/Aquatics Engineer Michael Fisher, PE



Education

BS | Civil Engineering
The University of Missouri - Columbia, Missouri

Registrations

Professional Engineer (PE): *Kansas, Missouri, Iowa*

National Council of Examiners for Engineering and Surveying (N.C.E.E.S.)

Professional Training

Trained Pool Operator

Michael understands that both high quality customer service and products are extremely important to his clients. He also realizes that maintaining the project budget and schedule is necessary for his clients to achieve their overall goals. He has continually demonstrated that innovation and creativity can be applied in practical designs without increasing costs or extending schedules.

Michael is recognized by his peers, clients, and contractors as being thorough and having a notable attention to detail in both the design and construction phases. Due to an improved awareness and attention to construction efforts, he has seen an overall substantial increase in construction quality.

Projects of Note

Oskaloosa Early Childhood Education and Recreation Center
new indoor pool
Oskaloosa, Iowa

Garner Aquatic Center
new outdoor aquatic center
Garner, Iowa

Vivian Road Outdoor Aquatics
outdoor pool/mechanical renovation
Kansas City, Missouri

Trail Point Aquatics & Wellness Center
new indoor competitive pool and indoor therapy pool
Ankeny, Iowa

Winterset Aquatic Center
new outdoor aquatic center
Winterset, Iowa

Chilli Bay Water Park
outdoor renovation
Chillicothe, Missouri

Eldora Community Pool
outdoor community pool
Eldora, Iowa

Wellmark YMCA - Prairie Meadows Pool
new competitive swimming pools
Des Moines, Iowa

Hyde Park Spray Ground
door spray ground
Joseph, Missouri

Glenwood and Wintersmith*
two outdoor aquatic centers
Ada, Oklahoma

The Bay Waterpark*
outdoor waterpark
Kansas City, Missouri

Hampton Aquatic Center
new outdoor aquatic center
Hampton, Iowa

*Projects included Feasibility Study

Building Architect Paul Minto, AIA

ARCHITECTURAL
URBAN PRAIRIE
COLLABORATIVE, P. C.



Education

BEnvd + BArch
The University of Kansas

Registrations

Licensed Architect: *Kansas* | *Missouri* | *Iowa* | *Oklahoma* |
Texas | *Ohio*

Civic

- Past Board of Directory | Kansas Neighborhood Alliance
- Past Board of Directors | West Plaza Neighborhood Association
- Brookside Soccer Club
- Boy Scouts of America

While Paul formed the Urban Prairie Architectural Collaborative, P.C. in 2004, design and construction started in his childhood years. One of his self-built clubhouses was three stories tall, had trap doors, hidden rooms and a secret basement his parents never knew he dug. Architecture is in Paul's blood.

His formal education was funded in part by construction jobs during his college years. Despite forays into construction, development, law, and public administration he repeatedly returned to the design profession. Paul believes architecture is a service industry with client satisfaction the ultimate goal. His process of seeking to understand, asking the right questions, identifying the correct problem and developing specific creative solutions that "get it right" is relentless. "Getting it right" fuels him.

The majority of Urban Prairie's work has been renovation projects; the majority of their clients come from referrals. Many of the referrals come from contractors. Several of the clients and contractors return for multiple projects. That's a bit different for an architectural firm. The relationships Paul builds are as important as the building he designs.

Projects of Note

Flat Rock Creek Pool
bathhouse renovation
Lenexa, Kansas

Black Bob Bay Water Park
bathhouse renovation
Olathe, Kansas

Shawnee Family Aquatic Center
bathhouse renovation
Shawnee, Oklahoma

Wakeeny Community Pool
bathhouse and support buildings
WaKeeney, Kansas

Odessa Community Aquatic Center
bathhouse and support buildings
Odessa, Missouri

Sabetha Aquatic Center
bathhouse and support buildings
Sabetha, Kansas

MEP Engineer

Casey Steiner, PE, LEED AP BD+C, CGD



Education

Architectural Engineering, 2002
Kansas State University
Manhattan, Kansas

Registrations

Licensed Professional Engineer (PE): Kansas, Missouri, Maryland, Montana, Connecticut, California, Massachusetts, Virginia, Tennessee, Washington D.C., Ohio & Arizona

Professional Organizations

- LEED AP BD+C
- Certified Geo-Exchange Designer (CGD)
- NCEES Registered

Casey has produced electrical, mechanical, and plumbing designs for projects of all sizes, from small building studies to facilities in excess of one million square feet. His experience includes aquatic centers, historic renovations, recreational facilities, apartments, and condominiums, churches, and schools. Casey effectively uses both lighting and mechanical systems simulations in his design work to obtain a high quality and cost effective system design. Casey joined Hoss & Brown in 2002. As principal, his responsibilities include project management, mentoring, quality control, business development and the general operation of the Lenexa office.

Casey has completed over 60 aquatic projects.

Projects of Note

*Furman Aquatic Center**

Outdoor Aquatic Center
Ames, Iowa

Cascade Falls Aquatic Center

Outdoor aquatic center
Ankeny, Iowa

Northview Aquatic Center

Outdoor Aquatic Center
Manhattan, Kansas

Cico Aquatic Center

Outdoor Aquatic Center Renovation
Manhattan, Kansas

*The Falls Aquatic Center**

Outdoor Aquatic Center
Cedar Falls, Iowa

Clinton Aquatic Center

Outdoor Aquatic Center
Clinton, Iowa

*Rosedale Rapids Aquatic Center**

Outdoor Aquatic Center
Fort Dodge, Iowa

Glidden Aquatic Center

Outdoor Aquatic Center
Glidden, Iowa

Hampton Aquatic Center

Outdoor Aquatic Center
Hampton, Iowa

Lakeview Village Aquatic Center

Indoor Aquatic Center
Lenexa, Kansas

Waukee Family YMCA

Indoor Aquatic Center
Waukee, Iowa

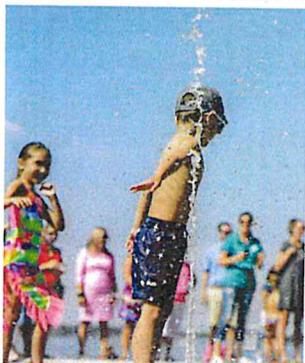
Indianola YMCA

Indoor Aquatic Center
Indianola, Iowa

3. Project Experience

Clear Lake, Iowa

Clear Lake Beach Park Spray Ground



Signature Aquatic Features

- Colored Concrete
- Benches and new beach restroom
- Themed Sprays
- Variety of Spray Heights
- Interactive Play Features
- LED niche lights for ground sprays

Clear Lake aimed to replace an aging spray ground as part of their City Beach enhancement project. Waters Edge worked with the City and Architect to develop a plan, which included a variety of new water features, a creatively stained deck pattern, and a new restroom facility. Keeping the nearby scenery of the lake easily viewable was a must, and vertical elements were given careful consideration to ensure they became a cohesive part of the environment.

Designers selected unique vertical elements near the restroom facility and ground sprays for the spray areas closest to the beach. The team chose vertical features themed appropriately for a lake setting, including frog and fish features.

Quick Facts

Cost: \$1 Million

Water Surface Area: 5,252 sf

Completion: 2020

Additionally, the team selected ground sprays to provide varying elements of dynamic and social play. "Team style" sprays give children the opportunity to use their imagination to create games while interacting with the water and others.

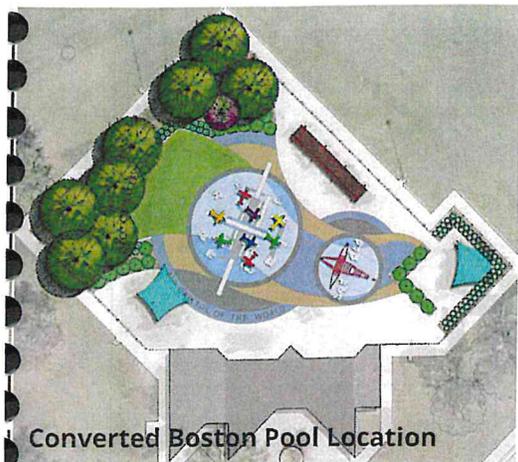
The water features vary in size and spray style to provide multiple inclusive play elements. LED lighting near each of the ground sprays allow the area to operate in the evening hours and provide additional visual interest after the sun goes down.

Project Reference

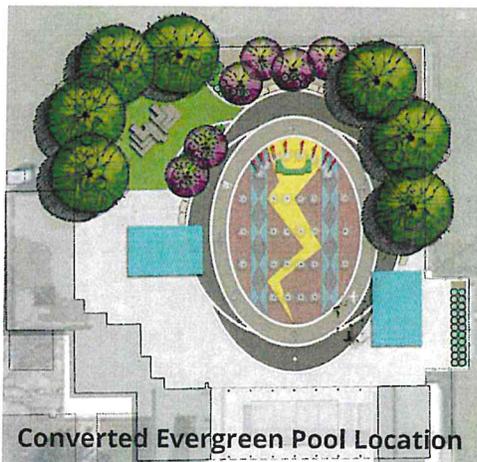
For more information regarding this project, please contact:

Scott Flory, City Administrator
City of Clear Lake
(641) 357-5267

Wichita, Kansas Multi-Site Water Playground Conversions



Converted Boston Pool Location



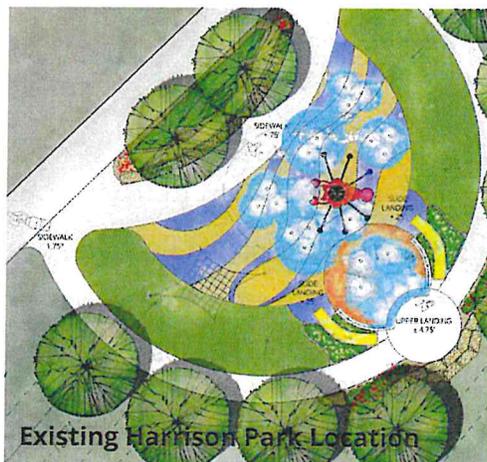
Converted Evergreen Pool Location



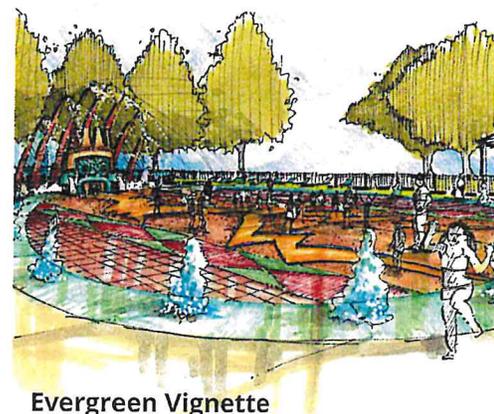
Converted Edgemoor Pool Location



Boston Vignette



Existing Harrison Park Location



Evergreen Vignette

Waters Edge Aquatic Design, Landworks Studio, and Professional Engineering Consultants were commissioned by the City of Wichita to conduct a multi-site pool planning and improvements project, addressing an aged pool system with decreasing participation. This phased project includes the conversion of four swimming pools to water playgrounds, addition of 2 new water playgrounds, and renovating six swimming pools.

Offering unique and exciting water playgrounds was a central focus of this project. It was also critically important to integrate branding, interactivity, seating and shade, aesthetically appealing design, and operational efficiency.

Phase 1 and 2 are under construction and are expected to open in May 2021, including five pool improvements and four water playgrounds. Phase 3 is under development. The budget for each water playground is \$1 million.

Project Reference

Images courtesy of Landworks Studio

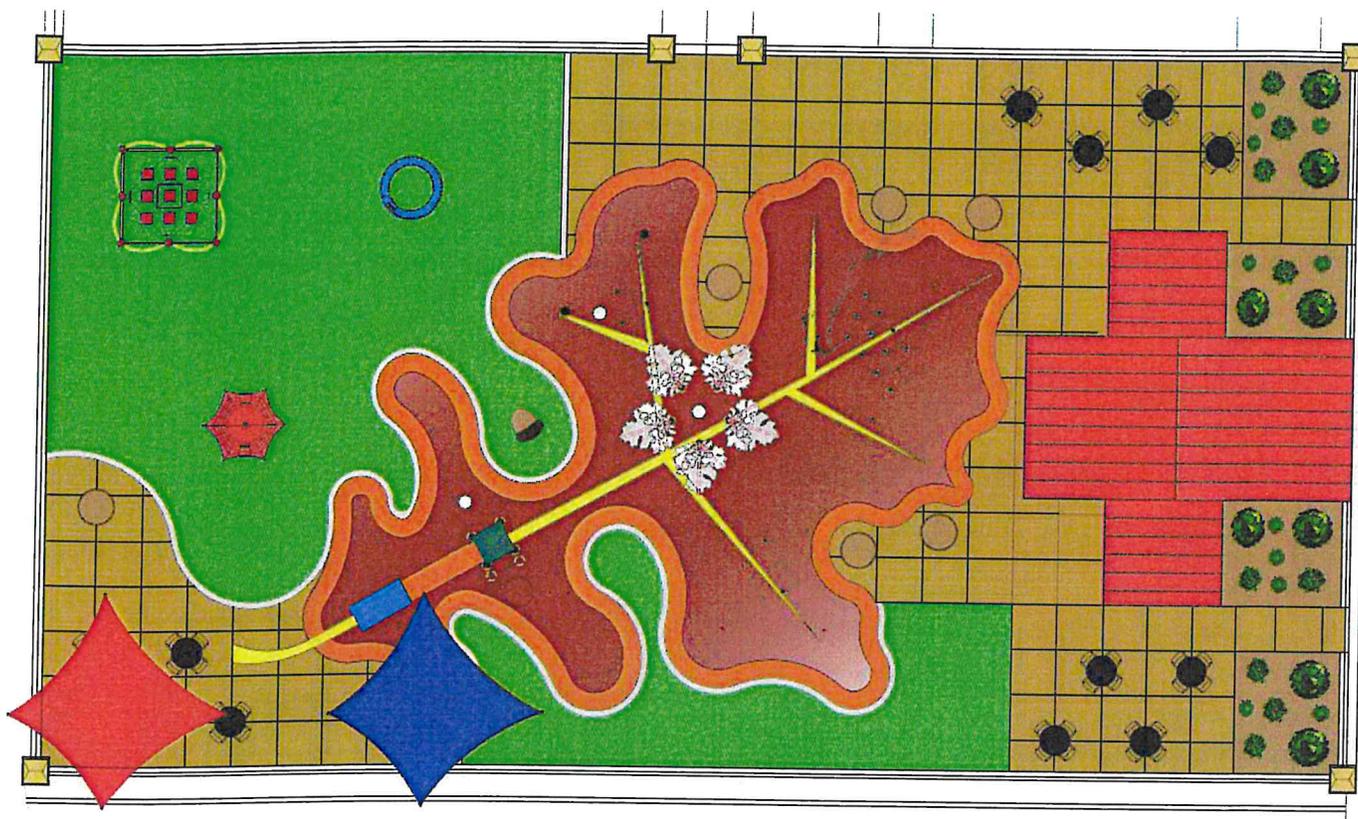
For more information regarding this project, please contact:

Brian Hill
Watson Park/Aquatics Supervisor
(316) 529-9940



St. Joseph, Missouri

Hyde Park Spray Pad



Signature Features

- Foam Geysers
- Water Jelly Spray Features
- Oak Leaf Spray Features
- Elevated Play Spray Platform
- Jet Stream Sprays
- Liberty Oak Stump Seating
- Climber Play Equipment

Quick Facts

Cost: \$2,500,000

Completion: 2021

The City of St. Joseph, Missouri and Waters Edge Aquatic Design began work on a new spray pad in Hyde Park in 2019. The City's overarching goal for this facility was to provide a safe and free-of-cost space that catered to children and families.

The existing pool in Hyde Park was demolished to make way for an immersive and striking splash pad, identified most easily by the centerpiece- a large leaf designed into the concrete. This concept pays homage to the historic Liberty Tree that used to reside in Hyde Park. Waters Edge worked with the City to maintain a delicate balance of beauty, functionality, and cost effectiveness.

Voters approved the spray pad as part of the City's Capital Improvements Program in 2018. This project is nearing completion as of June 2021.

Project Reference

For more information regarding this project, please contact:

Chuck Kempf, Director of Parks and Recreation
 (816) 271-5500
 ckempf@stjoemo.org



Waters Edge Aquatic Design



Additional References



We work very hard for our clients, which has resulted in a long list of strong references. We are particularly proud of these references, and therefore prefer to provide additional references to those listed with our project profiles.

Joplin Parks and Recreation
Joplin, MO
 Paul Bloomberg, Director
 (417) 625-4750

Hampden Township Parks and Recreation
Hampden Township, PA
 Mike Erno, Director
 (717) 761-0119

Westwood Family Aquatic Center
Norman, OK
 Jud Foster, Parks and Rec Director
 (405) 366-5472

Long Branch Lagoon
Dodge City, KS
 Ray Slatterly, Director of Engineering
 (620) 225-8106

Blue Valley Recreation Indoor
Overland Park, KS
 Jim Hook, Facilities & Programming
 (913) 685-6000

The Falls Aquatic Center
Cedar Falls, IA
 Bruce Verink, Recreation Director
 (319) 273-8636

Rock River Rapids
Derby, KS
 Darcie Parkhurst, Director of Facilities
 (316) 788-3781

Kenwood Cove Study
Salina, KS
 Chris Cotten, Parks and Rec Director
 (785) 309-5765

Chillicothe Parks and Recreation
Chillicothe, MO
 Josh Norris, Director Parks & Rec
 (660) 646-8859

City of Manhattan Parks & Rec
Manhattan, KS
 Eddie Estes, Director
 (785) 587-2757

Gladstone Community Center
Gladstone, MO
 Justin Merkey, Director
 (816) 316-4883

Flat Rock Creek Community Pool
Lenexa, KS
 Logan Wagler, Director of Parks and Recreation
 (913) 477-7140

Winterset Aquatic Center
Winterset, IA
 John Pletchette, Former Director P&R
 (515) 468-1176

Marion Parks and Recreation
Marion, IA
 Seth Staashelm, Deputy Director of Parks and Recreation
 (319) 447-3580

Hummer Sports Park
USD 501, Topeka, KS
 Mike Godbout, Manager
 (785) 295-3756

City of Sabetha
Sabetha, KS
 Doug Allen, City Administrator
 (785) 284-2158

Pawnee Plunge
Columbus, NE
 Doug Moore, Public Property Director,
 (515) 282-9622

Kansas City Parks & Recreation
Kansas City, MO
 Scott Overbay, Senior Architect
 (816) 513-7500



References From Prior Clients

Since the founding of Waters Edge, we've taken our service very seriously and have built our company around client relationships. The following list includes references that our past clients have provided.

"The City of Muscatine and the Muscatine Community thoroughly enjoyed and appreciated the professional and personal approach that Waters Edge Aquatic Design actively demonstrated in all phases of the creation of the Muscatine Aquatic Center."

Richard Klimes, Director
Muscatine, Iowa Parks and Recreation

"The folks at Waters Edge Aquatic Design took a project from concept drawing to construction plans in 5 weeks. Do I recommend them? You bet I do!"

Steve Cottrell, Former City Engineer
City of Garden City, Kansas

"Without Waters Edge Aquatic Design's staff of experienced water park designers, we wouldn't have been able to complete our new water park on time and be successful the first season. We are thankful for the support that was given from the beginning concept to the pool completion."

Rick Brumley, Former Director
Arkadelphia, Arkansas Parks and Recreation

"A great company that we WILL recommend highly in the future!"

Hardy Howard, City Administrator
City of WaKeeney, Kansas

"Waters Edge Aquatic Design has been a pleasure to work with as they have gone above and beyond all expectations with the new slide addition to our aquatic facility"

Chris Villani, Assistant Parks and Recreation Director
Moore, Oklahoma Parks and Recreation

"It was an extreme pleasure working with Michael and his team at WEAD to develop the Siouxname Waterpark. From the first few visits as we started the design for the facility through the startup and operations, WEAD has been there along the way to assist and help us make the right decisions for our community. The Siouxname Waterpark has exceeded our expectations and truly has become a destination attraction for all of NW Iowa."

Scott Wynja, City Manager
City of Sioux Center, Iowa

4. Project Understanding

Waters Edge Aquatic Design



Project Approach

Waters Edge Aquatic Design worked with the City of Moberly to develop conceptual drawings of the Tannehill Park Spray Ground early in 2021. Goals for the Spray Ground were identified and various options for size, shape, orientation, water supply, basic features, and aesthetics were considered. Part of this process involved reaching out to three different contractors to verify costs of the work. This early work allowed the City to better understand the scope and cost of the project before proceeding into the design phase.

Our approach moving forward is to verify with the City that the basic scope and costs are aligned with current goals for the project. If not, Waters Edge Aquatic Design will work with the City staff to revisit current goals and adapt the scope of the project to achieve them. We anticipate updating the conceptual drawing as specific features are selected. We'll also revisit the Spray Ground surface, mechanical equipment, and aesthetics.

The bathroom/mechanical building will also begin to be developed by the Architect on our team. The Current understanding is that the building will likely have a railroad depot theme. Our team will develop preliminary drawings to reflect options and further develop the building architecture.

We will discuss any site improvements planned for the project such as parking, walks, and integration into the park.

Once we develop the above mentioned parts of the project, we'll get final verification from the City that we've achieve their goals with what we've developed. After that, the final stages of the design phase start as the bidding and construction documents are developed. This phase is a very important part of the project for the design team. We will focus on designing the project knowing that the quality of the design directly impacts the future maintenance and operation efforts for the City.

Upon completion of the design phase, we'll move into the bidding phase of the project. This typically includes getting the word out to contractors and answering any questions they might have. Once bids are received we'll assist the City in analyzing the bids and advise on contractor selection.

The Construction phase of the project involves many administrative duties such as product submittal reviews, processing changes, reviewing payment applications, and common communications. Periodic reviews of the construction are expected to maintain the important goal of maintaining quality construction.

Long after construction is complete, Waters Edge Aquatic Design remains a resource for the City to rely on.

Project Understanding

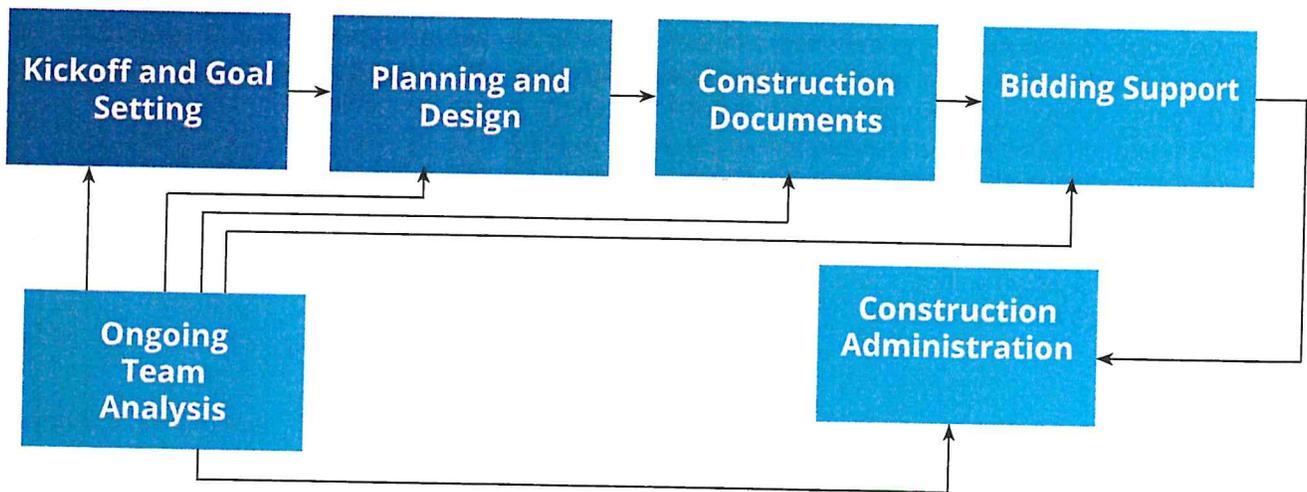


The team will be a proactive partner throughout the phases of the project, providing effective design and documentation, as well as coordination and collaboration with the entire project team.

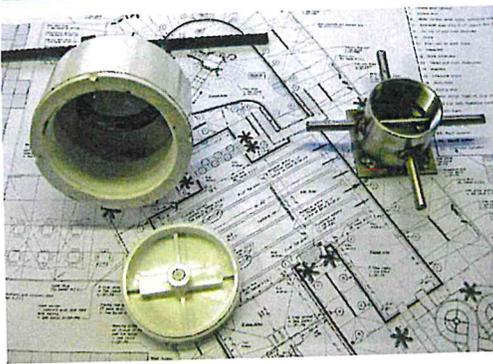
We can summarize most of our efforts into two categories:

1. Bringing creative concepts, aquatic planning and helpful background information to the team in effort to create the best possible facility and operations plan for you.
2. Being a responsive and informative resource to design and construction, and to help facilitate an effective process of design and construction.

The following includes our approach on various stages of the project and scope of work.



Waters Edge Aquatic Design



Kickoff and Goal Setting

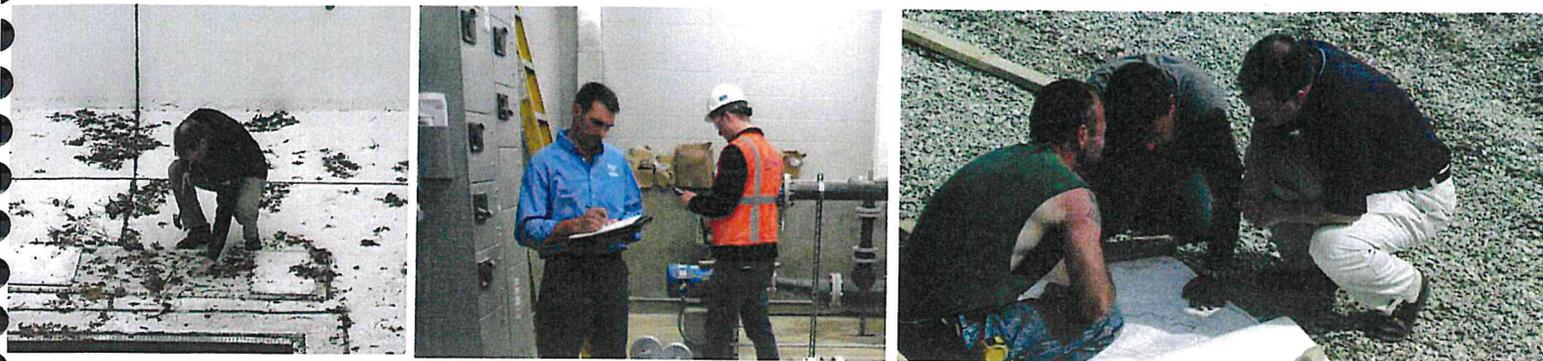
Every project we approach begins with a kick off meeting. It is important for us to understand and know your goals and concerns. From there, we provide communication at a frequency that makes sense to the project and to the team, including response to email and phone calls in a timely manner. Communication with clients is the foundation of a good product and an aquatic facility cannot be planned for or built appropriately without proactive communication. Our expectations in this area are the driving force behind each project we do.

Our team has accessibility to the City of Moberly and applicable personnel will visit throughout the project, such as during planning, project update meetings and presentations, and throughout construction. Due to our proximity to you, should a sudden or immediate need to meet in person arise, we are flexible and able to do so.

Preliminary Design Phase and Early Design Phase

The schematic drawings build on the selected concept plan with an increasing amount of detail including key dimensions and major features. As we develop the final design, we will provide concept designs in printed and electronic formats for the City to use as exhibits at public meetings and to post online.

After the schematic design plans have been approved, the design development phase will begin. During design development, we will refine the schematic design and begin to develop an increasing level of detail that describes the size and character of the project. The pool structure, recirculation system, gutter system, pumps, filters, chemical systems and pool heating system will be identified. Construction cost projections will be revised and presentation drawings will be provided.



Final Design Phase and Bidding Phase

To finish design, we complete construction documents pertaining to the project scope. This includes plans, details, and specifications as identified and agreed upon by the City and Waters Edge. Our plans and specifications are thorough, and we strive to eliminate discrepancies and missing information within our plans.

It is equally important to us to collaborate with the design team to eliminate confusion and discrepancies between design team disciplines and you. We are proactive with coordinating the aquatics system needs so that all components are effectively designed and documented in the construction drawings.

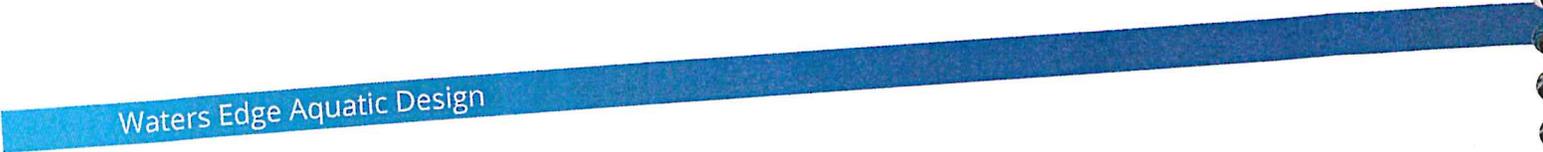
We also employ a quality control process that includes the following.

- **Internal Reviews:** We utilize the wealth of our experienced engineering staff in performing internal reviews of the design and construction documents. An engineer who has not been involved in the day to day management of the project will perform an independent review of the design decisions, as well as, the construction documents. The internal review checks for consistency in the documentation, but also places critical judgment on the decisions and strategies chosen. There will be a review check-list to formalize the process and review.
- **Staff Continuity:** We keep the same knowledgeable and experienced staff focused on the project from start to finish, rather than hand the project off to other staff members as the project enters into construction phases. We believe this improves the quality of the end project when the staff reviewing shop drawings and making construction visits are also the ones who were active at solving problems and making decisions during the design process.

Construction Phase

We provide the services and tasks agreed upon between the City and Waters Edge, and strive to exceed expectations. Being a professional, proactive, and uniquely responsive partner are strengths that should be expected. We strive to help make the construction phase successful. We effectively communicate our goals and expectations, and will be readily available to meet your needs.

Construction administration includes efficiently reviewing shop drawings, quickly responding to questions, and visiting the team and job site frequently. Our efforts and interaction are focused on being helpful to the construction process and end result.



Timeline for Project Completion

Proposed Work Schedule

Our team has the capability and capacity to complete the project within our current workload. We have assembled a project team whose firms and staff members have completed many spray grounds and splash pads over the years, and who have the necessary technical expertise. We have committed the resources to complete this project and have an extensive history of positive performance and service.

A preliminary timeline is provided for the proposal, based on the identified scope. We understand that there are specified dates set forth by the City of Moberly that will mark major milestones, including the desired completion and opening date of May 27th, 2022.

Specific dates for public meetings will be identified after project kickoff once the goals and objectives for the spray ground are reviewed with the team. The provided schedule is working off of a 2022 opening date.

Moberly Spray Ground Project Schedule

PROJECT PHASE	2021												2022											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Preliminary Design																								
Design																								
Bidding																								
Construction																								

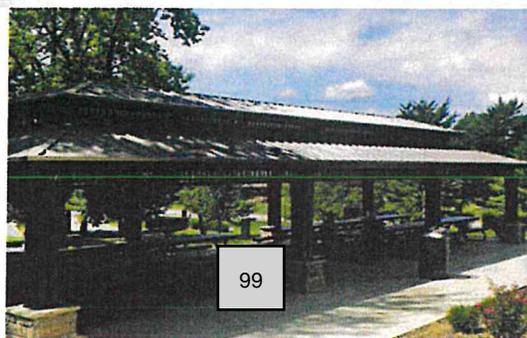
Schedule





Serving Kansas & Western Missouri since 1952

PLAYGROUNDS | GYM EQUIPMENT | LED SCOREBOARDS | SHADE | SPLASH PADS
SHELTERS | SITE FURNISHINGS | SCHOOL & CLASSROOM FURNITURE



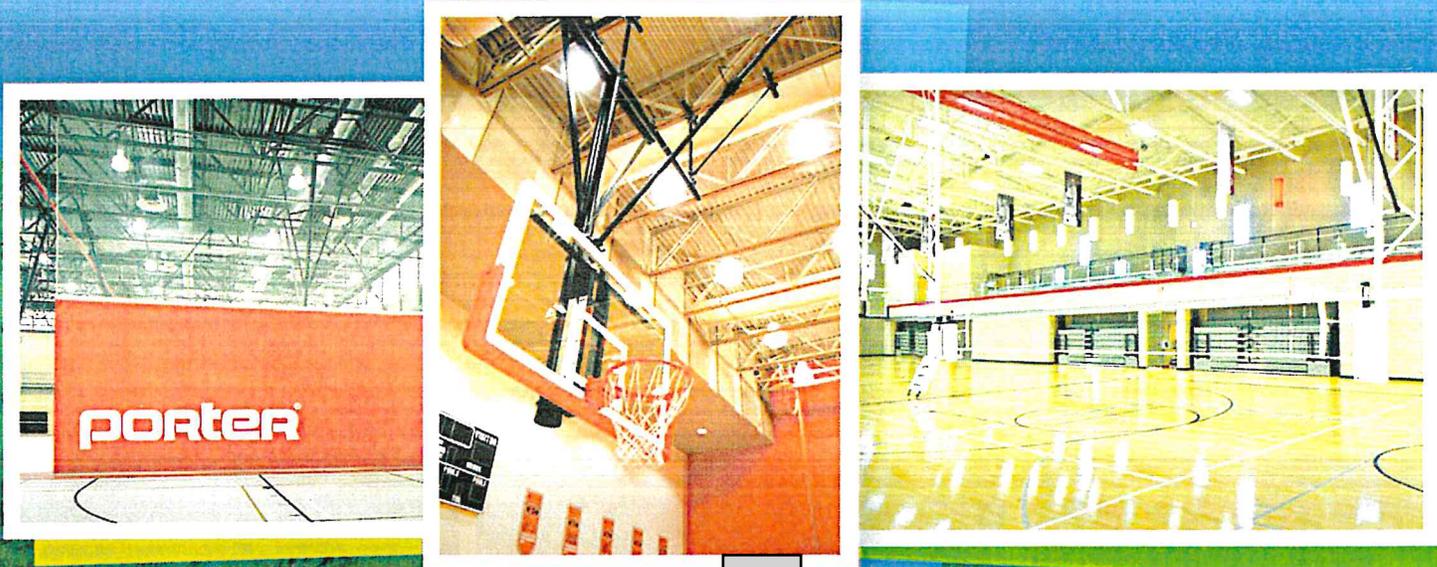
PLAYGROUNDS & SURFACING

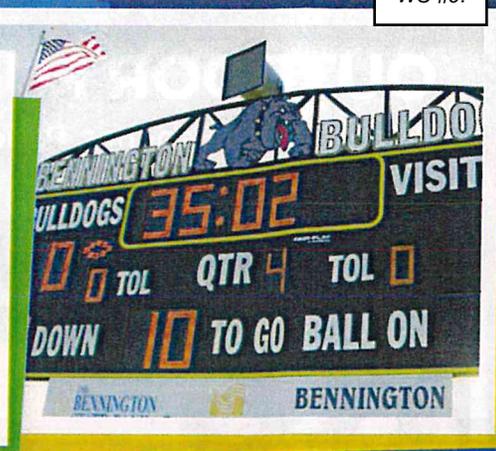
Outdoor Exercise Equipment, Site Furnishings, Benches, Tables, Bike Racks, Trash Cans



GYM EQUIPMENT

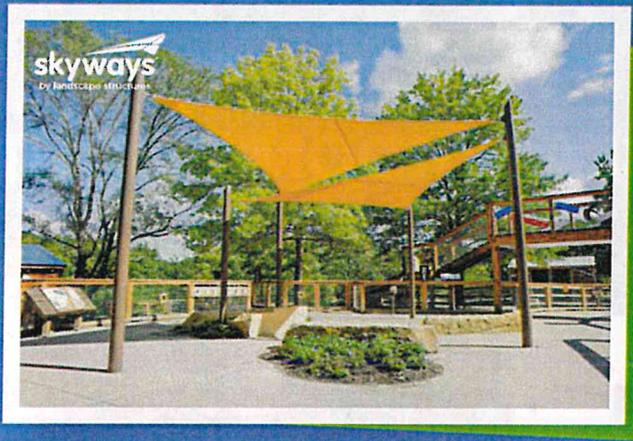
Ceiling Suspended & Stock





LED SCOREBOARDS & DISPLAYS

LED Score Tables, Shot Timers, Goal Light Strips, Field Timers, Other Accessories



SHADE

Custom & Stock

SPLASH PADS



SHELTERS

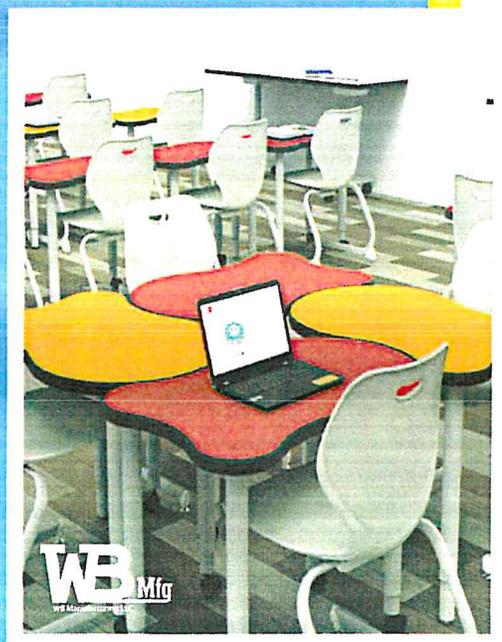
Pre-Fabricated Steel or Wood Shelters, Site Amenities

OUTDOOR FURNISHINGS

Picnic Tables, Benches, Patio Furniture, Receptacles, Bike Racks, Grills, Other Accessories



SCHOOL & CLASSROOM FURNITURE



WB Mfg
www.wbmanufacturing.com

ABOUT ATHCO

ATHCO is a progressive Kansas City based company that has been providing recreation equipment from industry leading manufacturers since 1952. Our company is dedicated to providing you the highest quality products at competitive prices. ATHCO has satisfied many customers throughout the states of Kansas and Missouri.



ATHCO's founder, Stanley R. Jackson, achieved success by taking a sincere interest in his customers' needs. ATHCO's current leader, Brad Mohr, retained those same values when he took over ownership of ATHCO in 1999. His staff works diligently to maintain a standard of excellence in responsiveness, customer service, and product satisfaction.

SERVICES GREENBUSH OFFERS

Greenbush Procurement/Cooperative Purchasing services include pre-bid national contracts through Greenbush's membership in the Association of Educational Purchasing Agencies (AEPA), pre-bid statewide, regional, and line-item contracts, and negotiated pricing through corporate business partnerships.



WHO CAN USE GREENBUSH?

Public and Private Schools, City, County, and State Government, Colleges, Universities, Post-secondary institutions, and some non-profit organizations

WHY USE GREENBUSH?

Save time, and save money! All Greenbush contracts have been competitively bid, and meet all current state bid law requirements.

Call ATHCO today for more information!

ATHCOLLC.COM | ATHCO@ATHCOLLC.COM | F. 913-469-8134 | 13500 W. 108TH ST. LENEXA, KS 66215



800-255-1102

ATHCO
Your Premier Athletic & Recreation Source

June 25, 2021

City of Moberly
Moberly Parks and Recreation
101 W. Reed St.
Moberly, MO 65270

Troy,

I want to thank the City of Moberly for considering ATHCO and Aquatix by Landscape Structures for your new splash pad!

With 30 years of water experience, Aquatix is a leader in water feature, splash park, and spray park design, fabrication and construction and the only manufacturer to offer a completely UL Listed system. By joining forces with leading playground equipment manufacturer, Landscape Structures Inc., Aquatix will apply the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures Inc. lead the way in forward thinking design, leadership in the industry, and all-around play knowledge.

Landscape Structures was established in 1971, and is a USA made, leading manufacturer of play equipment – unsurpassed in quality and safety. As of December 2012, Landscape Structures became a 100% employee-owned company (ESOP). ATHCO has been in business since 1952, and represented LSI since 1975. We offer playground and splash pad design services for LSI/Aquatix equipment, as well as turnkey installation.

With ATHCO, you have an eight person staff located at 108th & Pflumm in Lenexa. There is always someone here to take your call. We are devoted to ensuring that your playground and splash pad project runs smoothly and on time.

Landscape Structures and Aquatix splash pads are designed to maximize play value, meet budget, and to provide an environment that gives children of all abilities an opportunity to use their imagination to create, dream, and learn in both a wet play and dry play environment.

Thank you for your time and consideration. I sincerely believe that Moberly will be proud to have an Aquatix Splash Pad at Tannehill Park!

Sincerely,



Collin Anderson
Missouri Sales Consultant

ATHCO, L.L.C.13500 W. 108TH St.

Lenexa, KS 66215

913-469-5600 or 1-800-255-1102

FAX (913) 469-8134

Email: athco@athcollc.com

LETTER OF TRANSMITTAL**TO: CITY OF MOBERLY
TROY BOCK****DATE: JUNE 25, 2021****RE: SPLASH PAD DESIGN AND INSTALLATION RFQ**

Athco will be the contract holder and will have total responsibility and control for all aspects of the equipment procurement, installation, and all communications. This structure provides clear and concise communication with the owner and eliminates potential conflict of responsibilities that can occur when a third party is involved. With ATHCO, you have a fully staffed office located in the Kansas City area. We are devoted to ensuring that your splash pad project runs smoothly starting with the design and through turnkey installation.

Collin Anderson, Missouri Sales Consultant, Kevin Inman, Project Coordinator, and Brad Mohr, General Manager/Owner, will make all representations for Athco. Athco's address & phone are:

13500 W. 108TH St.,
Lenexa, KS 66215
913-469-5600

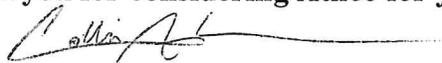
All equipment will be offloaded onsite at the park by our installers. Athco has a unique personnel structure with a project manager and field manager for the specific purpose of performing these types of turnkey projects. This also provides assurance that city employees will be free of time-consuming project management. After the initial pre-construction meeting the city personnel should have minimal time requirements on this project.

Athco has successfully completed 150+ turnkey projects using this personnel structure. Our crew has many years of experience performing this scope of work. This same crew also installs equipment and concrete surface for time efficiency and quality control. This ensures that the splash pad site will not be left incomplete for an extended time waiting for a second crew to arrive in town to complete the project.

Splash pad equipment can be shipped 10-12 weeks after receipt of order, notice to proceed, submittal approval and color selections. Splash pad installation timeline can be coordinated with a pre-construct meeting to make sure everyone is on the same page.

The equipment manufacturer is Aquatix by Landscape Structures. Athco is the authorized representative of Landscape Structures for the states of Kansas & Missouri. Athco is financially secure and able to finance projects of this scope. We will issue an invoice for the park after installation is complete.

Thank you for considering Athco for your splash pad project.



COLLIN ANDERSON, MISSOURI SALES CONSULTANT
ATHCO



Your Premier Athletic & Recreation Source

SPRAYGROUND REFERENCES

Burrus Old Mill Park
City of Blue Springs
112 NW Woods Chapel Road
Blue Springs, MO 64015
Contact: Dennis Dovel
Ddovel@bluespringsgov.com
Phone: 816-228-0265

Roe Park - City of Overland Park
10400 Roe
Overland Park, KS 66212
Contact: Scott Shierk
Phone: 913-327-6637

Peter Pan Park
South Congress Street
Emporia, KS 66801
Contact: Mark McAnarney
mmcanarney@emporia-kansas.gov
Phone: 620-343-4250

Dagg Park
North Kansas City Parks & Rec
715 E 21 Ave. & Iron Street
North Kansas City, MO 64116
Contact: Kelli Votypka
Phone: 816-300-0545

Thomson Splash N' Play
City of Maryville Parks and Rec
1920 S Munn Ave,
Maryville, MO 64468
Contact: Jeff Stubblefield
jstubb@maryvilleparks.org
Phone: (660) 562-2923

Spring Valley Park
Kansas City, MO Parks & Recreation
E. 27th & Woodland Ave.
Kansas City, MO 64109
Contact: Richard Allen
Phone: 816-513-7713

Lykins Park
8th & Jackson Streets
Kansas City, MO 64130
Scott Overbay – Kansas City, MO Parks & Recreation
Phone: 816-513-7628

Blue Valley Park
23rd & Topping Streets
Kansas City, MO 64130
Scott Overbay – Kansas City, MO Parks & Recreation
Phone: 816-513-7628

Lawson City Park
101 W. 4th St,
Lawson, MO 64062
Matt Nolker
jmnolker@lawsonmo.gov
Phone: 816-580-3217

Longview Tract Aquatics
7101 Longview Rd.
Kansas City, MO 64134
Richard Allen – Kansas City, MO Parks & Recreation
Phone: 816-513-7713

Stephens Lake Park
City of Columbia
2001 E Broadway
Columbia, MO 65201
Matt Boehner – Senior Park Planner
Phone: 573-874-7204

Sapling Grove Park
City of Overland Park
W. 83rd St & Grant
Overland Park, KS 66204
Contact: Scott Shierk
Phone: 913-327-6637

Linear Park
City of Goddard
108 N. Main Street
Goddard, KS 67052
Contact: Brian Silcott
Phone: 316-794-2441

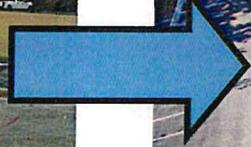
Fort Riley Splash Pad
US Army Corp or Engineers
Fort Riley, KS 66442
Rex Willey – Fort Riley
Phone: 785-239-2508

City of Great Bend
Bandshell Park
1400 Main
Great Bend, KS 67530
Contact: Edward Klock – GLMV Architecture
Phone: 316-265-9367

Two recently completed splashpad projects, Burrus Old Mill Park and Peter Pan Park, shown from start to finish. Athco and Aquatix by Landscape Structures provide full construction drawings/engineered drawings on each splashpad project we design. This allows us to be a “one stop shop” solution offering a fully turnkey project with no need for a third party architect or engineering.



Scan with cell phone for video



Scan with cell phone for video



Project References

Delano Park

Phil Kern- City Administrator
Delano, MN
Phone: 763-972-0565



Rolling Hills

Jeffrey H. Dehring, PLA, CPSI - Principle
Park Planner/Landscape Architect
Washtenaw County Parks & Rec. Comm.
Ypsilanti, MI
Phone: 734-971-6337



Peter Pan Park

Mark McAnarney - City Manager
Emporia, KS
Phone: 620-343-4250



Kokomo Beach

Torrey Roe - Park Superintendent
City of Kokomo, IN
Phone: 765-456-7275



Burrus Old Mill Park

Dennis Dovel - Dir. of Parks & Rec.
Blue Springs, MO
Phone: 816-228-0265



Melfort Park

Ryan Danberg - City Manager
City of Melfort, Canada
Phone: 306-752-5911



Oak Hill Park

Rick Beane - Parks Superintendent
City of St. Louis Park, MN
Phone: 952-928-2854



Lions Park

Jay Tobin - Dir. of Parks & Rec.
Shakopee, MN
Phone: 952-233-9514



Gautier

La Freida Ray- Cultural Services Dir.
Gautier, MS
Phone: 228-497-1778 ext. 317
lray@gautier-ms.gov



Martin Luther King Jr Park

Mark Heintz - Park Administrator
Gautier, MS
Phone: 219-853-6378



Hessville Park

Mark Heintz - Park Administrator
Gautier, MS
Phone: 219-853-6378



Hamilton

Andrea Clement Harbison- AIA
Hamilton, AL
Phone: 205-921-1961
ach@acharchitect.com



Project References

Palantine Park

Tony Michalski- Marion County
Parks Director
Fairmont, West Virginia
Phone: 304-363-7307



Wagon Wheel

Brian Kuchenbecker
Old Orchard Beach, ME
Phone: 207-391-9886



Stephens Lake Park

Mike Snyder - Senior Parks Planner
City of Columbia MO
Phone: 573-874-7204



Jena Town Park

Cory Floyd- Town Clerk
Town of Jena, LA
Phone: 318-992-2148



Mark Park

Bob Gerold - Public Works Supervisor
City of Princeton, MN
Phone: 763-389-2040



Cascade Lake

Patrick Flynn - Owner
Hampstead, MD
Phone: 410-374-9111



Lake Callis Recreation Complex

Randy Stewart- Building &
Planning Admin.
Davison Township, MI
Phone: 810-653-4156



Bridgeport Recreation

Joe Shuttleworth - Deputy Director
City of Bridgeport Park & Rec,WV
Phone: 304-842-8240



Hidden Valley Estates

Matt Wilson, Ivory Homes
St. George, UT
Phone: 435-986-6900



River Oaks Park

Dave Rachowicz- Parks Director
Kalamazoo, MI
Phone: 269-383-8777



Grundy Center Aquatic Center

Dan Bangasser - Public Works Director
City of Grundy Center, IA
Phone: 319-825-6118



Sea World, San Antonio

Mary Lyttle
San Antonio, Texas
Phone: 210-523-3875



Project References

Clayton County Parks & Rec.
 Troy Hodges
 Jonesboro, GA
 Phone: 770-603-4013



Village Greene
 James J. Less- ASLA
 Landscape Designer
 Plainfield, IL
 Phone: 851-439-7940



Blenheim
 Jim Sanson- City Council Member
 Ontario, Canada
 Email: coconutjim2@gmail.com



Mount Pearl
 Susan Quigley- Aquatics
 Recreation Supervisor
 Ontario, Canada
 Phone: 709-748-1053



Other References

Project for: City of Tampa, Fl
 Riverview, FL
 Robert Carnot- Carnot Pools
 Phone: 813-323-3574

Project for: Laurel Canyon
 Canton, GA
 Tommy Greene- Greene Properties
 Phone: 404-377-2683

Projects for: Little Rock Country Club &
 Little Rock Athletic Club
 North Little Rock, AR
 Greg Lucas- Blue Water Pools
 Phone: 501-812-0011

Project for: Denbigh Community Center
 Newport News, VA
 H. Eugene Roberts- James River Architects
 Phone: 757-595-5504

Project for: Hillside Park
 Greenfield, MA
 Christy L. Moore- Recreation Director
 Phone: 413-772-1553

Projects for: Long Cove Amenity Center,
 Bluffview, Villages of Melissa,
 Stone Hollow, Philips Creek Ranch
 Anna, TX
 Jack Overly- Overly Pools

Project for: Bob Sierra YMCA
 Tampa, FL
 Michael Cosentino- Owner
 Phone: 813-962-3220

Projects for: Bord Du Lac Park, City of Lake
 Charles, Louisiana
 Joey Tassin- Sabine Pools
 Phone: 337-433-1193

Project for: Carnes Crossroads
 Hollywood, SC
 Paul Genua- Aqua Blue Pools
 Phone: 843-300-9764

Projects for: Chamberlain SD, Northtown
 YMCA MN, Eden Prairie Aquatic Center MN,
 Wadena Pool MN, Madison Pool, Lake Hiawatha
 Wading Pool Eagan, MN
 Zach Brazier- GLOBal Specialty
 Phone: 651-406-8232



LS
landscape
structures®
water division



It's Just Water Without Us

As a division of Landscape Structures, **Aquatix & Commercial Aquatic Engineering (CAE)** has been involved in several thousand water feature projects throughout the world and are true experts in the field. CAE & Aquatix expertise includes water feature structure design, waterproofing, fountain finishes, fountain mechanical systems, fountain lighting design, electrical systems, splash pad design, and water play feature manufacturing.

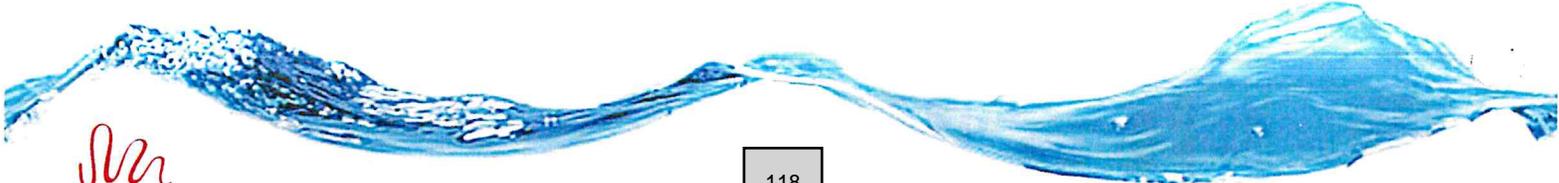
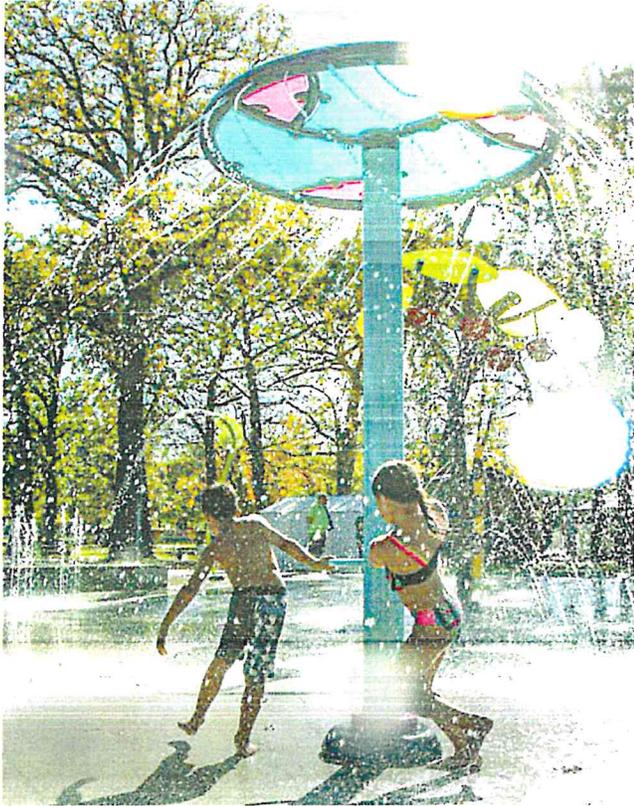


Index

I. Relevant Experiences

II. References

III. Key Staff



Relevant Experience- Splash Pads

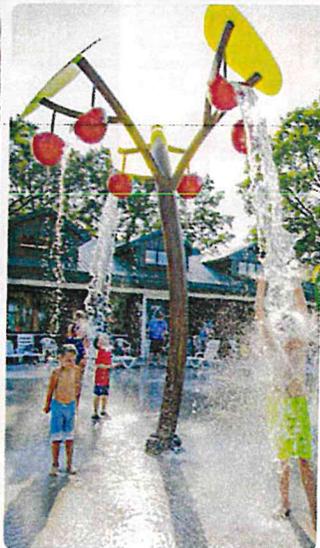
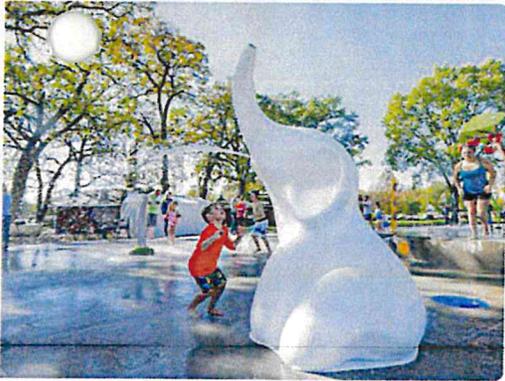
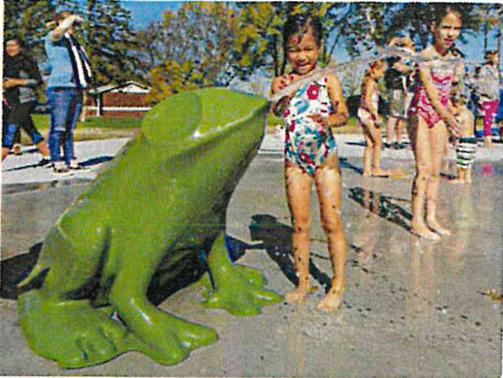
Delano,
Ca. 2018

Delano Splash Pad

CLIENT: City of Delano

PRODUCTS & SERVICES: Water Play Structures
Complete Design and Engineering Documents
System Operation & Maintenance Manuals
System Start up & Training
Recirculation System

SIZE: 5,000 Square Feet



Relevant Experience- Splash Pads

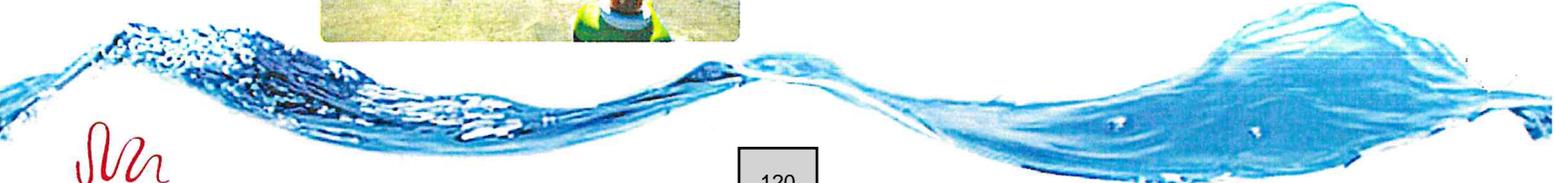
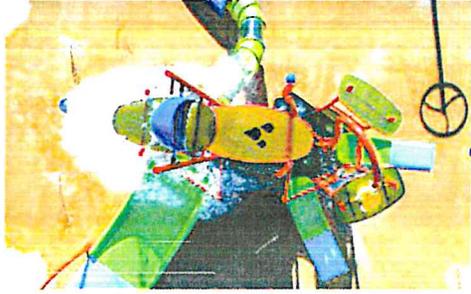
Ypsilanti, MI
Ca. 2011

Rolling Hills County Park

CLIENT: Rolling Hills County Park

PRODUCTS & SERVICES: Water Play Structures
Operation & Maintenance Manuals
Underground Manifold
Installation

SIZE: 7,275 Square Feet



Relevant Experience- Splash Pads

Gautier, I
Ca. 20

George Martin Park

CLIENT: City of Gautier

PRODUCTS & SERVICES: Water Play Structures
Complete Design and Engineering Documents
System Operation & Maintenance Manuals
Drain to Waste System
Above Grade Mechanical Cabinet

SIZE: 1,974 Square Feet



Relevant Experience- Splash Pads

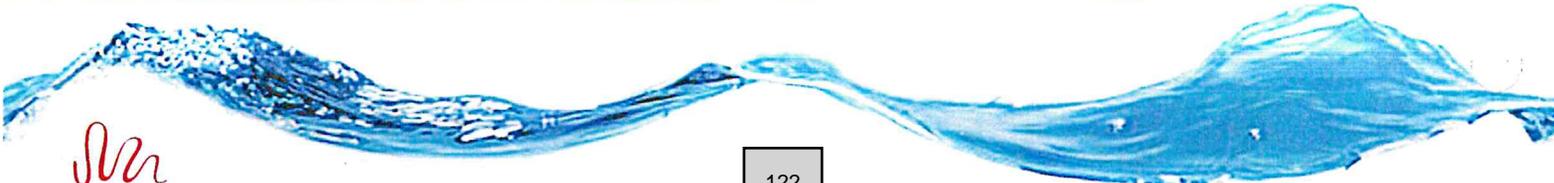
Hamilton, AL
Ca. 2016

Nature Trail Park

CLIENT: City of Hamilton

PRODUCTS & SERVICES: Water Play Structures
Complete Design and Engineering Documents
System Operation & Maintenance Manuals
Recirculation System
Custom Paint Colors
Dechlorination System & UV Disinfection System

SIZE: 3,575 Square Feet



Relevant Experience- Splash Pads

Shawnee,
Ca. 20

Boy Scout Park

CLIENT: City of Shawnee

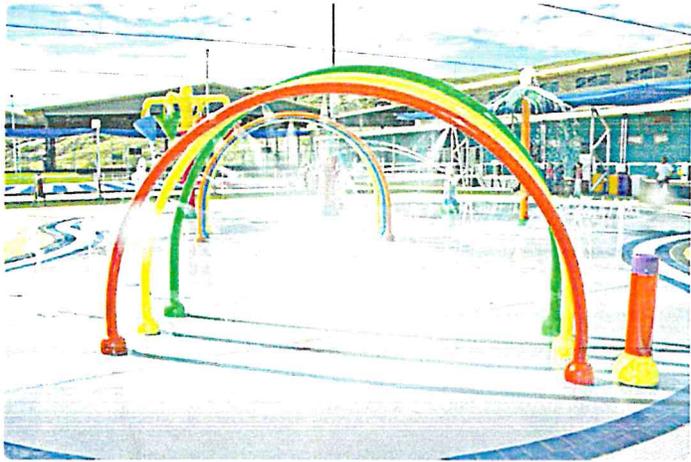
PRODUCTS & SERVICES: Water Play Structures
Complete Design and Engineering Documents
System Operation & Maintenance Manuals
Drain to Waste System
Above Grade Mechanical Cabinet

SIZE: 2,434 Square Feet



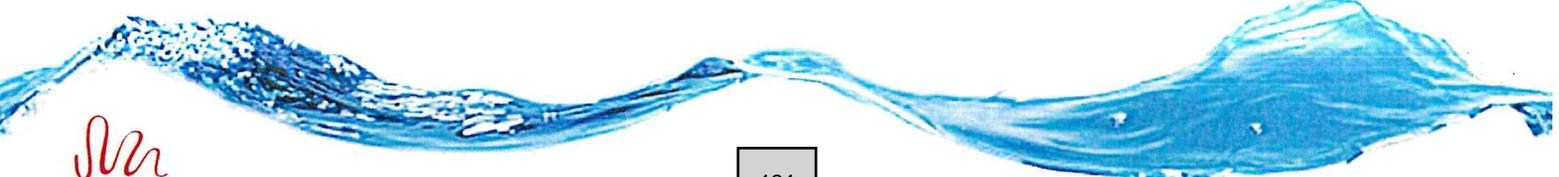
Relevant Experience- Splash Pads

rali
Ca. 201



Karratha Park

CLIENT: Trisley Hydraulics
PRODUCTS & SERVICES: Water Play Structures
SIZE: 62' x 58'



Relevant Experience- Splash Pads

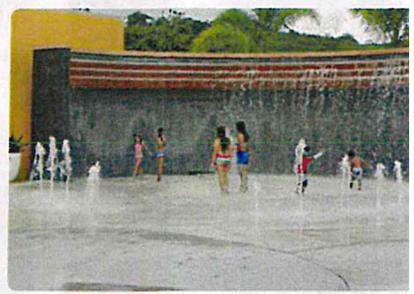
Carolina, Puerto F
Ca. 21

Centro De Servicios Barrasas

CLIENT: Alex Hernandez

PRODUCTS & SERVICES: Water Play Structures
Operation & Maintenance Manuals

SIZE: 1,739 Square Feet



Relevant Experience- Splash Pads

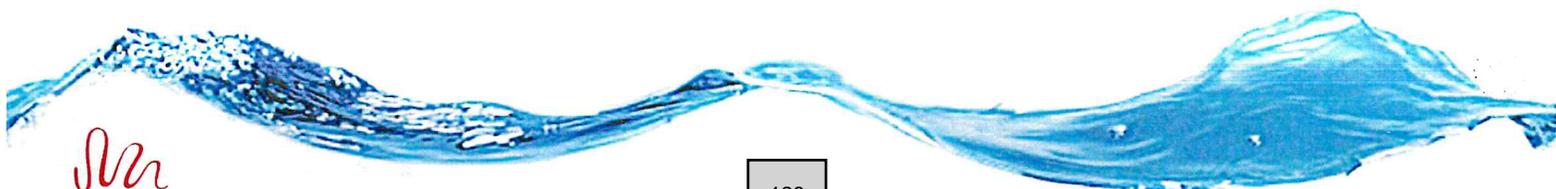
Old Orchard Beach, ME
Ca. 2014

Wagon Wheel

CLIENT: Sun RV Resorts

PRODUCTS & SERVICES: Water Play Products
Complete Design & Engineering Documents
System Operation & Maintenance Manuals
System Start up & Training
Recirculation System

SIZE: 2,205 Square Feet



Relevant Experience- Splash Pads

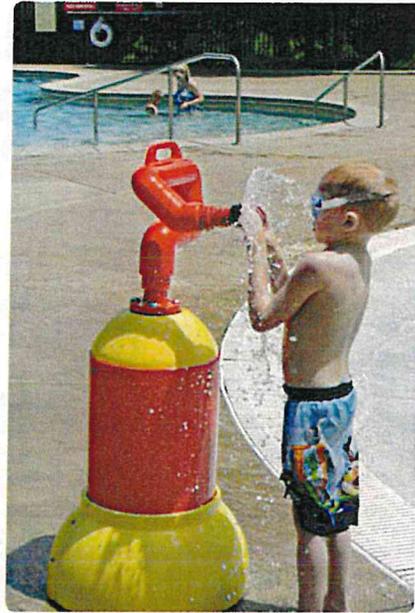
Credit River,
Ca. 20

Territory Lodge

CLIENT: Laurent Development

PRODUCTS & SERVICES: Product Selection
System Sizing Support
Refurbish and Installation
Mechanical Activation System

SIZE: 36' Diameter



Relevant Experience- Splash Pads

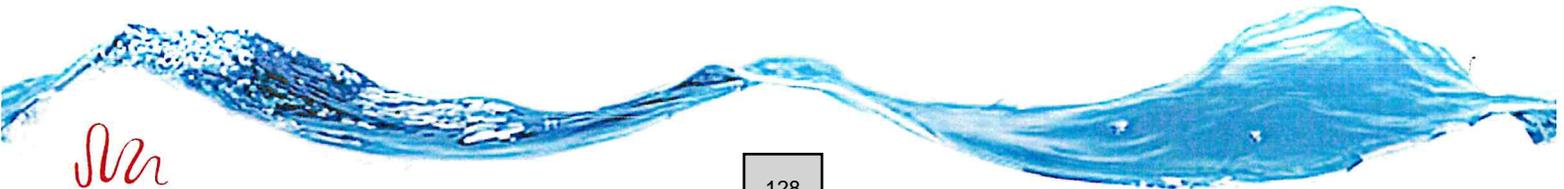
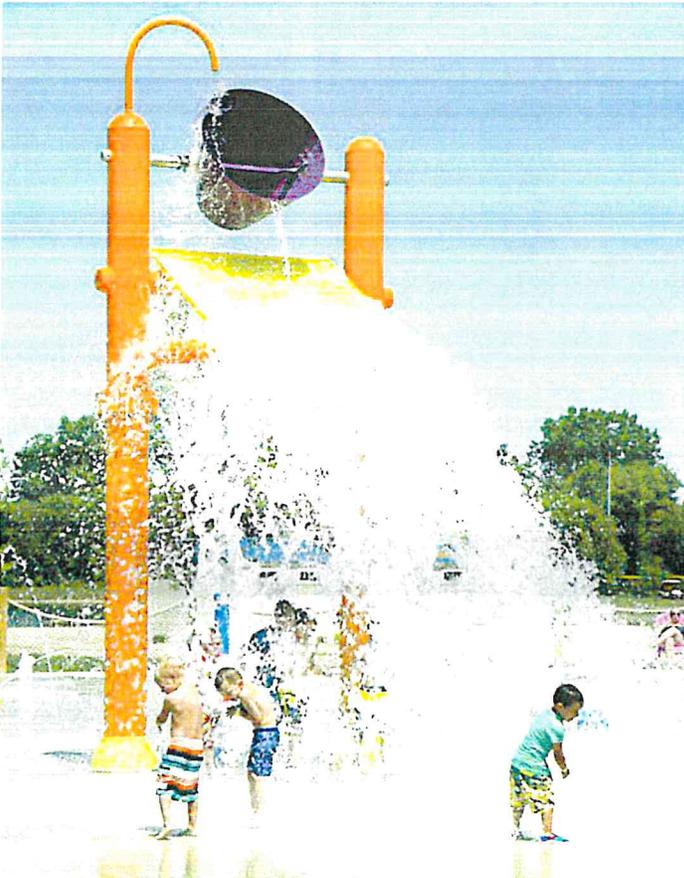
Davison Township, MI
Ca. 201

Davison Township

CLIENT: Randy Stewart

PRODUCTS & SERVICES: Complete Design & Engineering Documents
System Operation & Maintenance Manuals
System Start up & Training
Recirculation System

SIZE: 10,000 Square Feet



References



Project Name: East Park
Location: Worcester, MA
Contact Name: Tim Boucher
Department: Department of Public Works
Phone: 508-799-1297



Project Name: Bridgeport Recreation
Location: City of Bridgeport Park & Rec., WV
Contact Name: Jow Shuttleworth
Department: Deputy Directory
Phone: 304-842-8240



Project Name: YMCA Splash Pads
Location: Elk River, MN, Coon Rapids, MN, Prior Lake, MN
Contact Name: Zach Brazier
Company: Global Specialty
Phone: 612-406-8232



Project Name: Hidden Valley Estates
Location: St. George, UT
Contact Name: Matt Wilson
Company: Ivory Homes
Phone: 435-986-6900



Project Name: Sea World Sesame Place
Location: San Antonio, TX
Contact Name: Mary Little
Phone: 210-523-3875



Project Name: Jena Town Park
Location: Town of Jena, LA
Contact Name: Cory Floyd
Department: Town Clerk
Phone: 318-992-2148



Project Name: Wagon Wheel
Location: Old Orchard Beach, ME
Contact Name: Brian Kuchenbecker
Phone: 207-391-9886

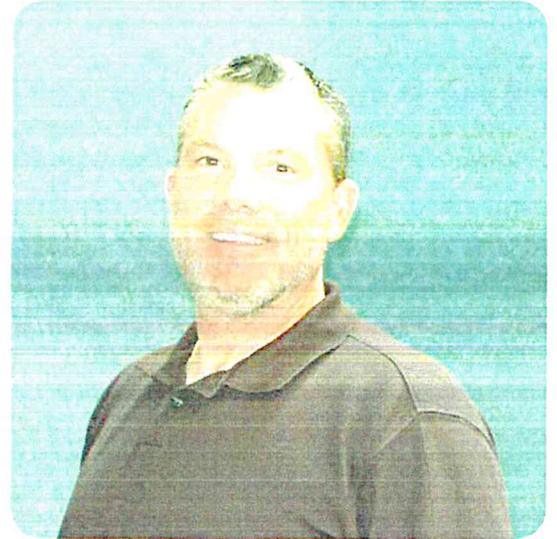


Project Name: Oak Hills Park
Location: City of St. Louis Park, MN
Contact Name: Rick Beane
Department: Parks Superintendent
Phone: 952-928-2854

Key Staff

Greg Stoks

Greg Stoks has been involved in the water entertainment industry since 1983 when he joined his father's residential and commercial swimming pool business. In 1997, Commercial Aquatic Engineering (CAE) was formed with Greg as principal of the company. The company rapidly developed a reputation for being able to provide everything from design consultation to complete construction and maintenance services. CAE was asked by Rainforest Café's management to help simplify and redesign their signature water features to improve reliability, reduce installation complexity and improve system maintenance. Under Greg's leadership, CAE responded with the development of UL listed, prefabricated mechanical operating systems and highly innovative prefabricated fountain structures. These new systems dramatically reduced field installation time and space requirements, improved reliability and were significantly easier to maintain than the original designs.



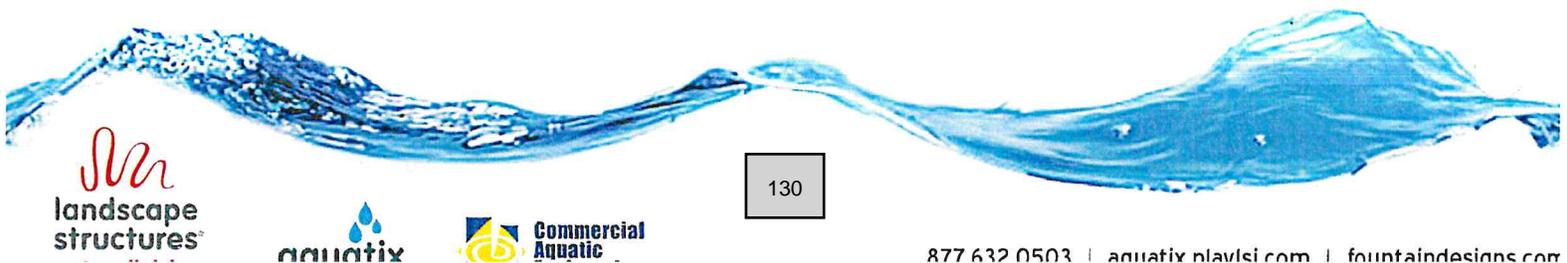
Greg purchased CAE in 2000 with the vision that this new prefabricated approach would streamline the water feature development process, allowing the company to provide competitively priced fountains throughout the United States. It quickly became apparent that one of the limiting factors in water feature growth was the complexity involved in specifying and budgeting for water features. In response, Greg developed a concept validation and budgeting process to assist architects with initial water feature concepts, concept support documentation, functionality and performance reviews, and budgeting analysis. CAE provides this service to architects on a complimentary basis.

In 2002, Greg founded Aquatic Recreation Company, LLC (ARC) He leveraged his fifteen years experience in the aquatic industry and incorporated elements from CAE's water manipulation technologies and their new prefabricated mechanical system capabilities to create ARC, which now offers over 300 water play attractions, splash pad and interactive water features which are unique to the industry.

Greg has also been developing a line of pre-designed water feature packages that allow design teams to incorporate an architectural water feature easily into a project at cost effective pricing. In 2013 a new division has been launched called Innovative Fountain Solutions, IFS, which has cataloged numerous pre-designed fountains that architecturally meet the needs of typical indoor and outdoor spaces. Fountain components such as pool shapes, sizes and profiles can be mixed and matched with various water effects and elements to make a one of a kind fountain. IFS fountain packages have been designed for streamlined manufacturing with computer aided technologies that provide a high quality prefabricated fountain that is easy to install and care for at affordable costs.

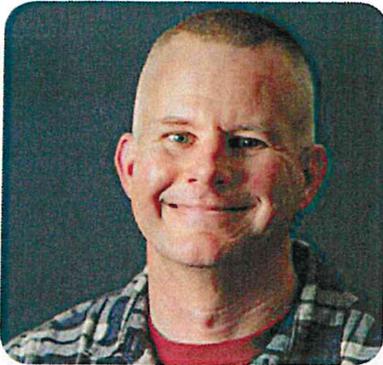
Greg has a long history as a pioneer and innovator in the water entertainment industry and has been a featured speaker at many national conferences. He has been involved in over 1000 fountain and water feature design projects throughout the world, developing a true core competency in water feature design and construction.

Wanting to provide growth and new opportunities to his staff and clients, CAE & Aquatix, formerly Aquatic Recreation Company, was acquired by Landscape Structures in October 2015. Water and splash play is a key part of the recreational play experience and by acquiring Aquatix and CAE, Landscape Structures can more effectively meet customer needs with a one-stop solution.



Key Staff

P. J. Burandt - Senior Project Designer



P.J. Burandt is a 1994 graduate of Hutchinson Technical College, Hutchinson, MN. He graduated with a degree in drafting and design technology with strong mechanical skills and experience.

P.J. has been with Commercial Aquatic Engineering since 1998 during which he's worked on various challenging projects including zoo exhibits, museums, one of a kind water features, splash pads, and a variety of fountain renovations. With P.J.'s creativity, innovation and hands on experience he designs unique and realistic water features.

Being in the aquatics industry as a senior project designer with CAE for 16 years, P.J. is experienced in all aspects of water feature projects from prototyping one of a kind water effects to complete project management, including coordinating with vendors, site managers, and shop personnel and providing on site system startup and training.

Chuck Schmitz - Senior Project Designer

Chuck Schmitz is a 1992 graduate of Hennepin Technical College, Eden Prairie, MN. He graduated with a degree in mechanical drafting and machine design with further interest in hydrodynamics of water features and piping.

Chuck has over 15 years of aquatic design and engineering experience including the design of large hotel and municipal pools, large and small commercial water features, splash pad parks and interactive water features. His extensive knowledge in hydrodynamics as well as water quality treatment systems has been a key component of designing water features that are aesthetically pleasing and safe for patrons to interact with.

Coupled with Chuck's technical design knowledge, as a senior project designer with CAE, Chuck is experienced in all aspects of water feature projects from prototyping one of a kind water effects to complete project management, including coordinating with vendors, site managers, and shop personnel and providing on site system startup and training.



Key Staff

Brett Brown - Master Water Specialist

Brett Brown started his career in the aquatic industry in 1992 as a CPO certified swimming pool service technician. Within several years he was elevated to the service manager role where his responsibilities included scheduling, overseeing regular service routes, specialty repair work and parts sales. In 1998 Brett leveraged his aquatic experience and became a senior project supervisor for Commercial Aquatic Engineering. His responsibilities included project coordination, labor and material management, and customer service. Brett's impressive list of projects include Rainforest Café projects throughout the world, Fortune 500 corporate headquarters, Major Universities, Casino's and Municipal Parks.

Brett's technical capabilities and vast experience has allowed him to truly understand the dynamics of water as a medium that can be transformed into art. Brett's mechanical, electrical and control systems amplitude allows him to install a wide range of water feature systems as well as program choreographed water displays and trouble shoot systems.

Currently Brett has been promoted to installation manager for Landscape Structures Inc. Water Division. He oversees field supervisors, installation crews and subcontractors for all fountain and splash pad projects nation wide.

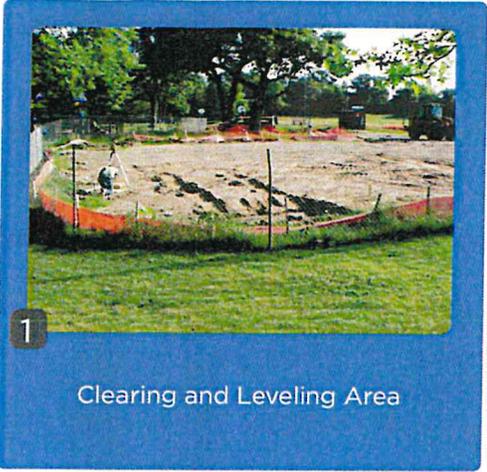
Brett has an impeccable reputation for customer service and is know to take a call anytime day or night. His passion for his work is felt as well as seen when you visit one of the many water feature projects he has installed.





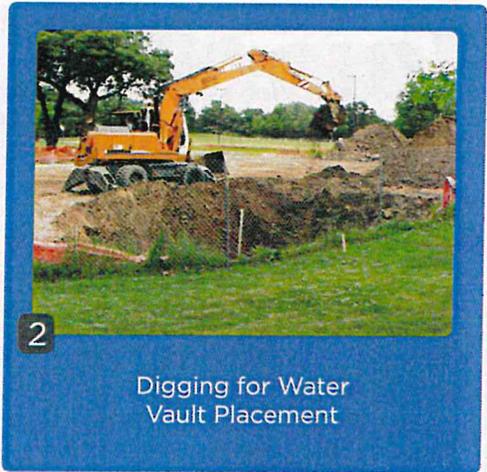
Final Splash Pad

Splash Pad Tutorial



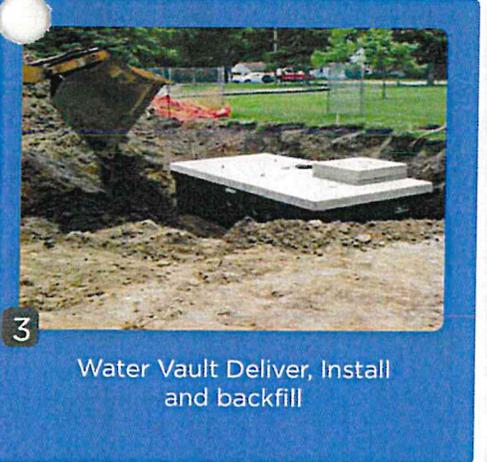
1

Clearing and Leveling Area



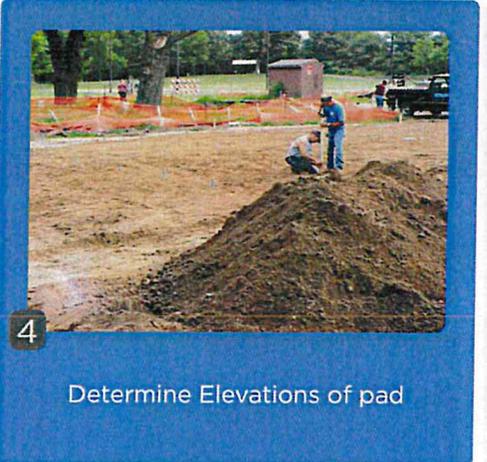
2

Digging for Water Vault Placement



3

Water Vault Deliver, Install and backfill



4

Determine Elevations of pad



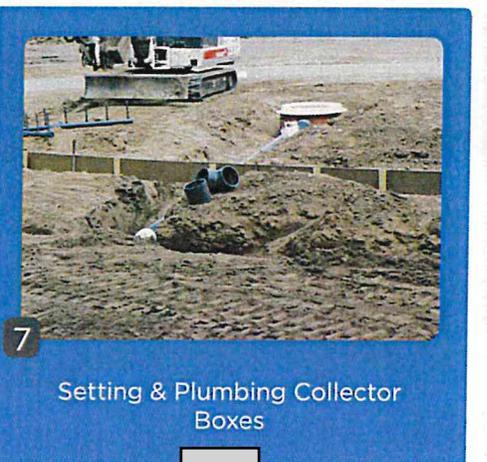
5

Form Splash Pad Perimeter



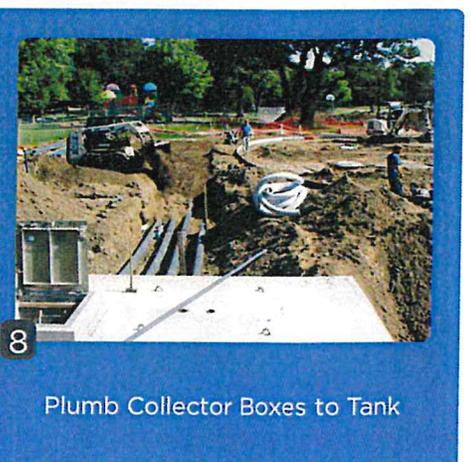
6

Dig Plumbing Trenches and Set Drain Boxes



7

Setting & Plumbing Collector Boxes



8

Plumb Collector Boxes to Tank



9

Back Fill Pipe Trenches



10

Setting & Plumbing Embeds



11

Plumb to Embeds & Verify Elevation & Levels



12

Plumb to Structure Feed Locations & Extend of Piping to Above Pad Surface



13

Plumb to Equipment System Locations



14

Back Fill & Level Area, Allow for Thickened Slab Where Structures are Mounted & Embeds to be Encapsulated in Concrete



15

Section Concrete Pad Area for Multiple Pours as Needed



16

Install Rebar



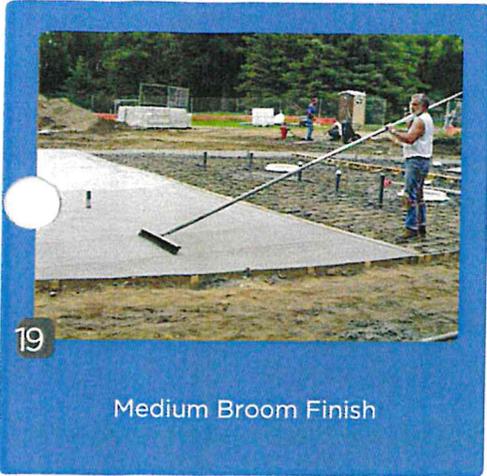
17

Pour Concrete



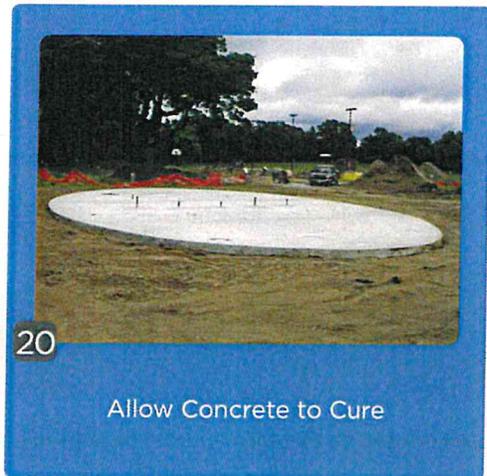
18

Slope to Collector Boxes



19

Medium Broom Finish



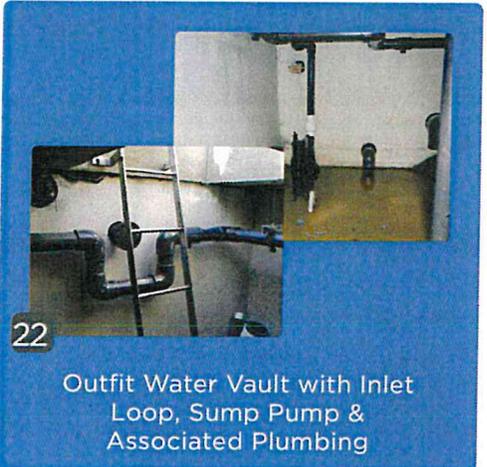
20

Allow Concrete to Cure



21

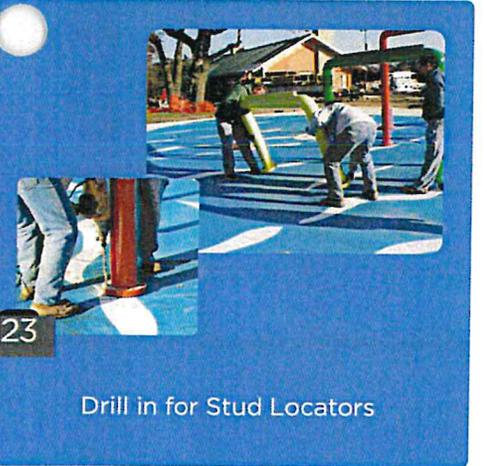
Install Mechanical System



22

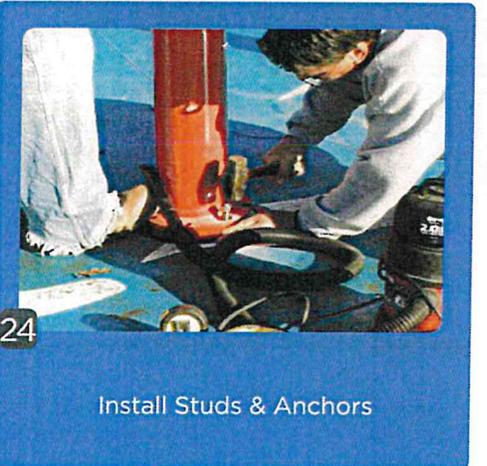
Outfit Water Vault with Inlet Loop, Sump Pump & Associated Plumbing

Splash Pad Tutorial



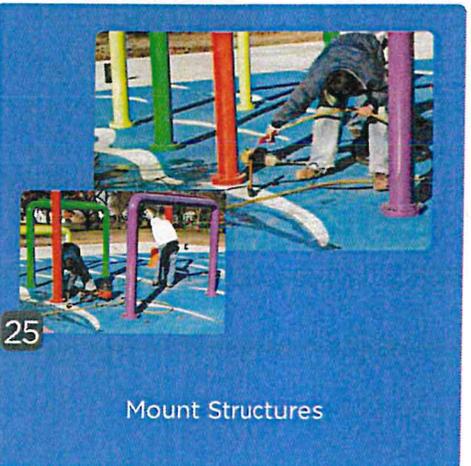
23

Drill in for Stud Locators



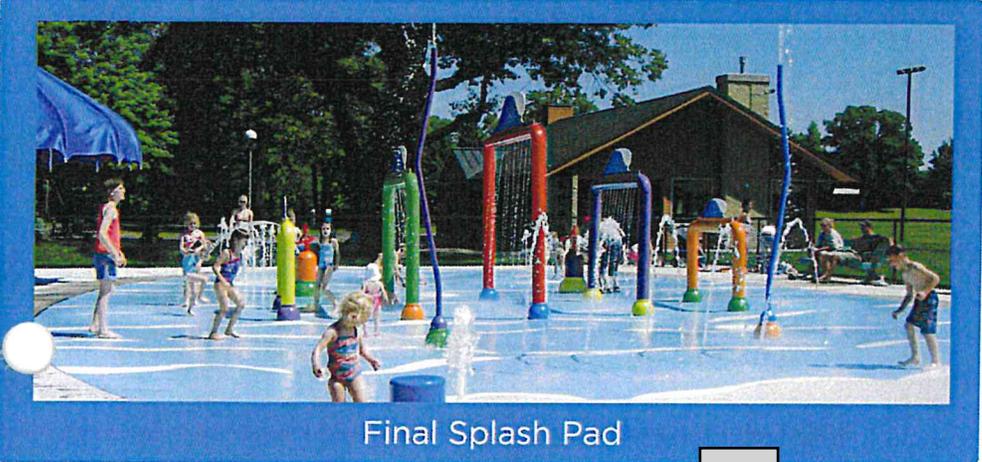
24

Install Studs & Anchors



25

Mount Structures



Final Splash Pad

Design Services

Aquatix offers a variety of design and engineering services to best meet your project needs. Our experienced design staff will assist you from initial creative concepts to complete technical engineered drawings.



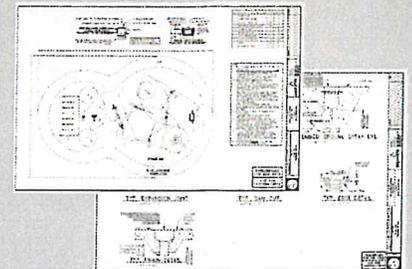
I. Concept & Budgetary Analysis Services

The first step in evaluating a splash pad project is developing a concept and budget so that planners can evaluate value, costs and available funding. Aquatix understands this need and has responded by offering a “complimentary” concept validation and budgetary analysis package to all customers.

This package consists of 3D rendered concepts, age appropriate product selections, mechanical system selections and budgetary pricing.

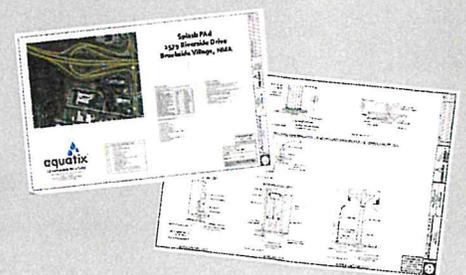
II. Complementary Schematic Bid Document Services

There are times in which fully detailed bid documents are not required and general schematic drawings and specifications are all that are needed. Aquatix offers these schematic drawings as a complementary service for clients that base specify Aquatix products for a design/build project. These drawings are not for construction or permitting, but provide a fundamental understanding for owners to gather competitive design/build bids with the use of Aquatix products.



III. Construction Document Services

After a concept and budget has been approved, technical drawings are needed for permitting, gathering bids and construction. Aquatix offers the most thorough and comprehensive Bid Document Package in the market. This package includes complete written specifications, splash pad construction details, mechanical and electrical system design, and all product and material installation detailing. If required, documents can be provided with professional engineering stamp in the state which the project is to be built.



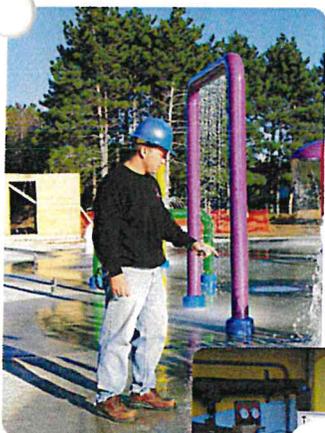
On Site Services

Aquatix offers a variety of on site services so that your project will be installed as designed and operate to it's fullest potential. Our site services range from a single site visit for systems startup, balancing and training to complete project management.



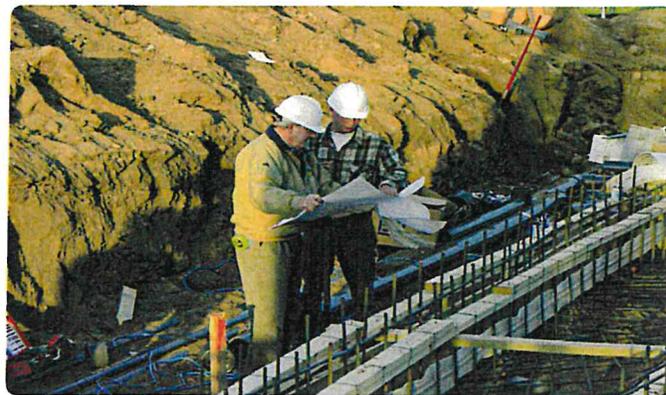
Construction Management Services

Aquatix can assist the owner with contractor selection and provide progressive job site visits during construction to observe installation is in accordance with construction documentation. Aquatix can also support the owner with project startup inspection and owner training services.



Construction Services

When you desire a turnkey project, Aquatix can provide you a design / build project from concept through completion. Aquatix experienced staff will mobilize and construct your splash pad so you do not have to worry about work scopes, scheduling and responsibilities. We can be your single source splash pad company.



Aquatix Fundamentals

The fun is in the water... And Aquatix makes water fun!

Experts at Aquatix have been in the water entertainment business for over 25 years. Together with Aquatix' sister company, Commercial Aquatic Engineering (www.fountaindesigns.com), they have honed their expertise in architectural water feature design, aquatic facility design, commercial pool construction, aquatics manufacturing and fabrication of water quality treatment systems.

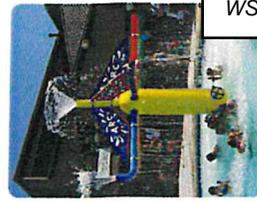
This deep experience is the foundation of Aquatix' ability to create unique water play products that provide safe and fun play environments and are easy to install, maintain and operate.

Aquatix Consultants are on staff to make sure your project is a success. A complimentary 3D design concept and budgetary analysis helps you visualize play value, space usage, splash zones and age appropriate areas while helping you gauge how to get the most value for your money.

In addition, our consultants can provide complete splash pad project construction documents for project construction, permitting, and soliciting competitive construction bids. If required, we can help you get these documents approved by a registered professional engineer in your state. Our nuts-to-bolts services also include on-site construction supervision to assist your installers with project layout, sequencing of work, proper installation of materials, successful system startup and training.

Systems ingenuity ensures your mechanical system is expertly engineered to your specific needs. Both environmentally sustainable recirculation and traditional drain-away systems incorporate the highest quality UL- and NSF-listed equipment. Aquatix pre-fabricates, -plumbs, -wires and -tests each system prior to leaving the factory to ensure that systems are easy to install, operate and maintain.

Quality counts and that's why we design and manufacture our products and systems for easy maintenance and long-lasting value. It's a big reason why Aquatix water play products have been installed throughout the world at municipal spray parks, aquatic centers, hotel and resorts, campgrounds, fitness centers, housing developments, military bases and amusement parks.



WS #9.

Color & Finishes

Color Choices

The following contains the standard color choices for Aquatix structures and accessories. Aquatix offers various color choices for each individual part on each structure providing a bright and colorful environment. Custom color matching is available for any color code provided, which will provide a unified look with Aquatix' equipment and the surrounding site amenities.



*Only Available in powdercoat

Finish Processes

Our multi-step epoxy finishing system is specifically designed to help prevent wear and fading caused by chemically treated water and UV rays. Aquatix can provide complimentary touch up paint to be used on site for continued perfection.

Water Palettes

Choose from one of our water palettes to tie your whole splash pad together. Colors in each palette can be used for all painted components on products.



Aquatix offers color selections on multiple parts on every product!

Custom colors available upon request.



Aquatix Acrylics

Acrylics is Aquatix' opaque acrylic plastic line. Add a little more character and flare to any space, wet or dry with Acrylics! Made from high quality, light weight, chemical resistant acrylic panel that has excellent outdoor stability. Acrylics is ideally suited for a wide range of applications: panel attachments, theming, flowers, wings... the ideas are endless!!



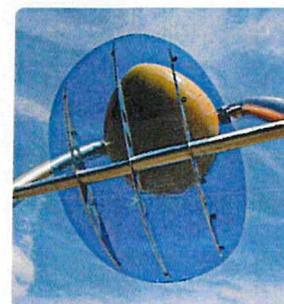
Features

Acrylics is offered in six colors; Lime Zest, Saffron Yellow, Raspberry Red, Chili Red, Perfect Plum, and Azure Blue.

- Optical Clarity
- Lightweight
- Chemical Resistance
- For Indoor/Outdoor Use
- Decorative
- Cost Effective
- Commercial grade
- Machinable for custom shapes or engravements

Product

Acrylics enhances any product. It adds a little more character and flare with an opaque acrylic. Visually appealing to the eye as well as fully functional.



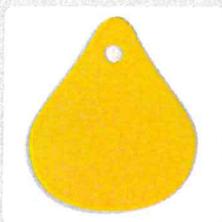
Dependability

Acrylics is a very dependable commercial grade material that is protected from chlorine absorption, is UV resistant, will not absorb water and is excellent for both indoor and outdoor applications.

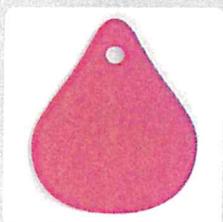
Color Palette



Lime Zest



Saffron Yellow



Raspberry Red



Chili Red



Perfect Plum



Azure Blue

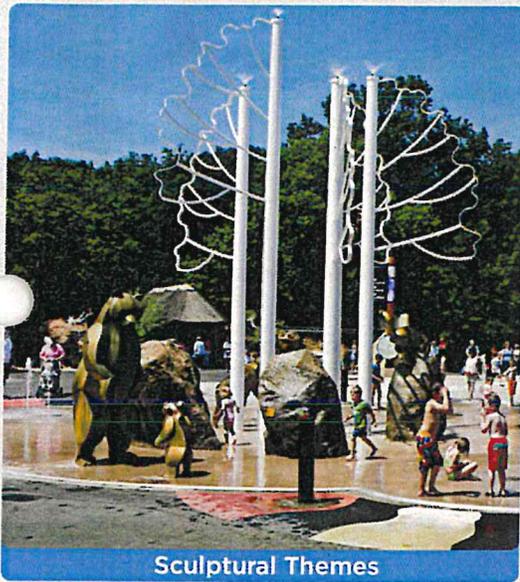
Customization

If you can dream it, we can create it!

Our talented water play Architects can make your imagination a reality with custom themes and accessories.

It's simple. Tell us your idea, and we'll start by creating a custom illustration and/or 3D rendering. Once you approve the concept, we utilize expert fabrication, sculpting and painting techniques to bring your idea to life.

Options for customization range from simple modifiers, such as banner/panel signage and airbrushing to unique 3D attachments or sculptures. Or, go big with a comprehensive custom theme park. Your imagination is our creation.



Sculptural Themes



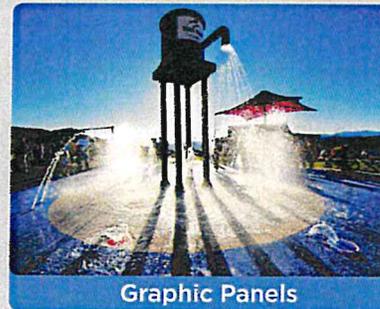
Three Dimensional Themes



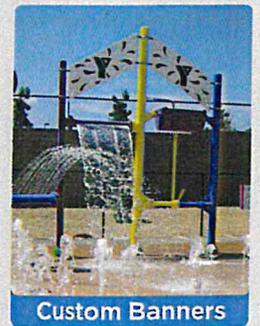
Full Splash Pad Theme- Aircraft Carrier



Airbrush Painting



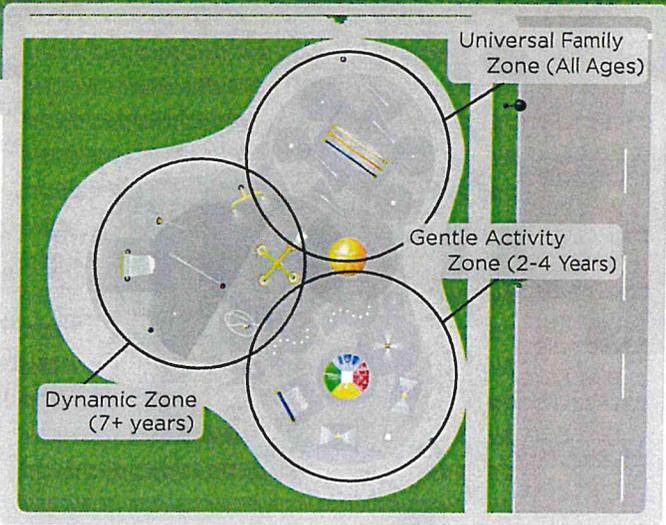
Graphic Panels



Custom Banners

Age Appropriate Zones

All Aquatix products are designed to provide fun, entertaining and memorable moments for the entire family. These products can be arranged in the splash pad for age appropriate zones with thoughtful consideration of user's comfort, safety and enhanced play value.



Age Appropriate Zones



Gentle Zone

2-4 Years

- Lower, delicate ground sprays such as Bubblers which provide a fun, educational experience of texture and water
- Lower structures with soft water formations such as the Misting Water Post which provide a fun, colorful, and exciting experience
- Placement of features to be close to perimeter with dry zones for easy adult supervision and interaction

Universal Zone

All Ages

- Suitable for the whole family with structures such as the Rotating Spray Display that pour, dump, spray, wiggle, launch and spin creating unique water formations and multi-user activities
- Combines ground spray and structures for all ages
- Centrally placed in splash pad, often used as a transitional area from the Gentle Zone to the Dynamic Zone



Dynamic Zone

7+ Years

- Large, highly-interactive spray features that provide large volumes of fun and unlimited activities with continual excitement such as the Multi Level Climb N Slide structure
- Zone combines ground sprays and structures with large water effects that encourage direct interaction with the feature, creating unique and exciting experiences
- Highly wet area which includes the splash pad centerpiece feature which is centrally placed and leads away from the Gentle Zone



Differentiator List

How Aquatix differentiates themselves from other companies.

Control Panel

- One main control panel which powers all aspects of the splash pad
- Simple
- Cost effective.

Compared to:

- Multiple panels- show panel and other control panels for different aspects of the splash pad

Water Play Approach

- Big water recirculation system splash pad projects
- Big Water = More Fun
- Water conservation with Recirculation systems

Compared to:

- Water Conservation
- Primary focus on Drain Away waste systems

Structure Materials

- FRP & SS
- Cost effective materials to fit any budget and location

Compared to:

- Single material option in either SS or FRP

Operational Systems

- UL listed recirculation systems
- UL=Underwriters Laboratories- 3rd party testing
- Only vendor with own UL listing
- Considered the best in the industry

Compared to:

- Heavily promote Drain Away systems
- If offer recirculation they shy away or offer low flow recirculation systems
- Systems are not UL listed

Product Variety

- Standard industry type products
- Unique New Product
- Signature series
- Multi-Play line
- Enhances interactivity
- Different overall themes
- Age appropriate zones

Compared to:

- Limited water play creativity

Design Services

- Complete project specific drawing package
- Installation services & assistance
- Local representatives
- Single source
- Full construction documents per health code
- We design the system and assemble the mechanical
- Everything is built specific to the project
- Offers quality control

Compared to:

- Most all offer outsourced full construction drawings from 3rd party based off of boiler plate drawing package
- Limited installation assistance
- Most have local representation
- Offer schematic drawings only or use mechanical supplier for mechanical drawings
- Leave all site drawings to be done by other party which requires multiple organizations to provide the level of detail from Aquatix
- Utilizing multiple organizations leaves gaps in responsibility

Site Services

- Factory direct installation services & assistance
- Local representatives
- Factory direct installers go on site to complete start up and training
- Ongoing customer support

Compared to:

- Rely on local sales rep or installing contractor to supply site visits or installation and training
- Not done by a factory technician or rely on mechanical supplier

Differentiator List

How Aquatix differentiates themselves from other companies.

Painting

- Epoxy paint system
- UV resistant
- Proprietary colors
- Easy to touch up
- Can match LSI playgrounds
- Optional powder coating

Compared to:

- Only powder coating & Polyurea
- Unable to match playground equipment

Recirculation System

- Fully prefabricates complete mechanical systems
- It creates a single source

Compared to:

- Outsource or piece part with local contractor
- Creates multiple suppliers

Water Reservoir

- Precast concrete reservoir
- One piece
- 360 degree clean water return
- Durable
- Easy installation
- Non flotation

Compared to:

- Plastic or FRP tank
- Installation more expensive
- Risk for flotation
- Easier to crack
- Needs concrete support pad and strap down
- Not 360 degrees and return to a single point

Distribution Manifold

- Gas welded PVC or SS
- Individual control of each item individually
- Cost effective
- Flexibility of water aesthetics
- Line for each feature

Compared to:

- Only offered in SS
- More Expensive
- Uses glued fittings

UL Listed Equipment

- Fully UL listed skid mounted mechanical systems.
- Only manufacturer offering complete UL systems
- Offers a one stop shop.

Compared to:

- Only parts of systems UL listed by mechanical part supplier
- Not UL listed as a total system

Water Reservoir Skimmer

- Floating skimmer
- Takes oils and debris off the top of the water

Compared to:

- Not available

Rain Diverter Valve

- Single rain diverter valve.
- Simple
- Small
- Cost effective.

Compared to:

- Similar design offered by others
- Expensive

Differentiator List

How Aquatix differentiates themselves from other companies.

Nozzles

- Ground sprays offered in Plastic Resin, SS, Brass and Bronze
- Flexibility in product flows; low, med, high or ranges
- Variety of costs and effects

Compared to:

- Brass or SS
- Limited low flow rates
- Not a variety of nozzle effects
- Dont supply a "Big Water" nozzle option

Cartridge Filter

- Aquatix uses sand & cartridge filters
- Promotes cartridge for better filtration rate.

Compared to:

- Sand filters
- Need additional utilities

Mounting

- Surface mounted without the additional hardware
- Easy to switch out products for future updates to splash pad

Compared to:

- Cast in concrete
- Permanent mounting
- Need additional hardware for removal

Why Aquatix?

Quality counts, and that's why we design and manufacture our products and systems for easy maintenance and long-lasting value.

The following are key features and benefits of Aquatix:

Colorful Finishes

Aquatix has a multi-step finishing system that has been specifically designed for chemically treated water and UV protection to prevent fading.

Installation Friendly

Aquatix structures and sprays have been designed for safe and easy installation. Hardware is pre-assembled and structures are directly mounted to a level concrete surface.

Low Maintenance

All structures and ground sprays have non-clogging nozzles and are all self-draining for easy winterization.

Pre-fabricated Mechanical Systems

All Aquatix mechanical systems are pre-fabricated, pre-plumbed, pre-wired and pre-tested at our Eden Prairie MN headquarters.

Total Customer Support Services

Aquatix provides total support services on your water play project, from concept through completion.

Interchangeable Product Design

Aquatix structures are designed for surface mounting which provides owners with the flexibility to interchange and add to their splash pad.

Fun Water

Aquatix structures and ground sprays provide fun and safe water play.

Durable Structures

Only non-corrosive materials are used for structures and ground spray fabrications; designed for outdoor environments and seasonal conditions.

Safe

All structures are non-climbable with no pinching points or sharp edges.

Accessible

Aquatix products are designed for ADA accessibility and interaction.

Uniform Water Formations

All water play elements have been engineered with internal manifolds and baffles to eliminate water distortion and provide an even water flow effect.

Cohesive Design

United color scheme to artfully coordinate with playgrounds and shade structures. A cohesive community-friendly destination that elevates all types of play.

All Aquatix structures are manufactured to meet or exceed the requirements of ASTM-F1487, F-2461 and CPSIA regulations.



Product Warranty

WS #9.

Products and components manufactured by Aquatix are designed and built according to the highest standards. However, in the event of any warranty requirements, Aquatix, will work attentively to resolve the request.

Warranties

- 1 Year** All mechanical system components against defects in workmanship and materials.
- 2 Years** All moving parts, finishes, hardware, polyurethane collars , acrylic and plastic panel attachments.
- 5 Years** All brass and stainless steel components, including, spray nozzles, spray caps, and spray heads.
- 25 Years** All stainless steel and fiberglass structures against defects in workmanship and materials: fiberglass structures also include a lifetime warranty against rust and corrosion.

The warranty period starts from date of shipment. Warranties stated above are valid only if products have been installed in conformance with Aquatix installation and assembly instructions and maintained according to the maintenance procedures furnished by Aquatix; have not been subjected to abnormal use other than the purpose for which the products were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than seller or seller's designees in any respect which, in the judgment of the seller, affects the condition of operation of the structures and/or components.

The liability of Aquatix under this warranty is limited to the replacement of defective material within the warranty period. Aquatix will not be responsible for costs associated with shipment, removal or re-installation of defective material.

This warranty is exclusive and in lieu of all other warranties, whether expressed or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose.

Any surety bonds issued pursuant to any contract or seller's invoice shall not include coverage for this guarantee or warranty beyond one year.

If you would like to make a claim, please contact your representative or send your written statement of claim, along with the original project number and/or project name to:

Aquatix by Landscape Structures
6500 Carlson Drive
Eden Prairie 55346

To contact Aquatix with any questions or comments:
Call Toll-free: **877. 632. 0503**
Phone: **952.445.5135**
Email: **aquatix@playlsi.com**

Alscott, Inc.
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone (816) 674-8067
Fax (816) 537-0441
Email: david@alscottinc.com

March 17, 2020

Re: Athco, LLC
Lenexa, KS
Bonding Capacity

Dear Sir or Madam:

Please let this letter serve as notice that Athco, LLC is bonded by the Merchants Bonding Company (Mutual), which is listed as a U.S. Treasury Department approved surety.

Based upon our solid relationship, and Athco's top rated performance, we are pleased to state that Athco, LLC does have bonding capacity currently available with Merchants Bonding Company (Mutual) in excess of \$1,000,000 for single projects. While there are no set limits, Athco, LLC has qualified for work programs in the area of \$3,000,000. It is understood the issuance of any final or bid bonds is a matter between the contractor and the surety and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Athco, LLC for your construction needs. You will find the company has a long proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,



David S. Salavitch
Attorney in fact, Merchants Bonding Company (Mutual)



WS #9.

Welcome
Brad Mohr

MENU

Company Information

Company Name
ATHCO, LLC

Company ID Number
230545

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
13500 W 108th Street

Address 2
--

City
Lenexa

State
KS

Zip Code
66215

County
JOHNSON

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
431835690

Total Number of Employees
5 to 9

Parent Organization

161

--

Administrator

--

Organization Designation

Employer Category

None of these categories apply

[View / Edit](#)

NAICS Code

423 - MERCHANT WHOLESALERS, DURABLE GOODS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

1

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



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U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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[Accessibility](#)

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ATHCLLC-01

WS #9.

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brier Payne Meade Insurance 12900 Metcalf Ave Suite 200 Overland Park, KS 66213	CONTACT NAME: PHONE (A/C, No, Ext): (913) 402-9576 FAX (A/C, No): (913) 402-9766 E-MAIL ADDRESS: jcardona@bpminsurance.com														
INSURED Athco, LLC Attn: Brad Mohr 13500 W. 108th Street Lenexa, KS 66215	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Cincinnati Insurance Co.</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Cincinnati Insurance Co.	10677	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0223907	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0223907	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0223907	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0391785	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence Only

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evidence Only

ACORD 25 (2016/03)

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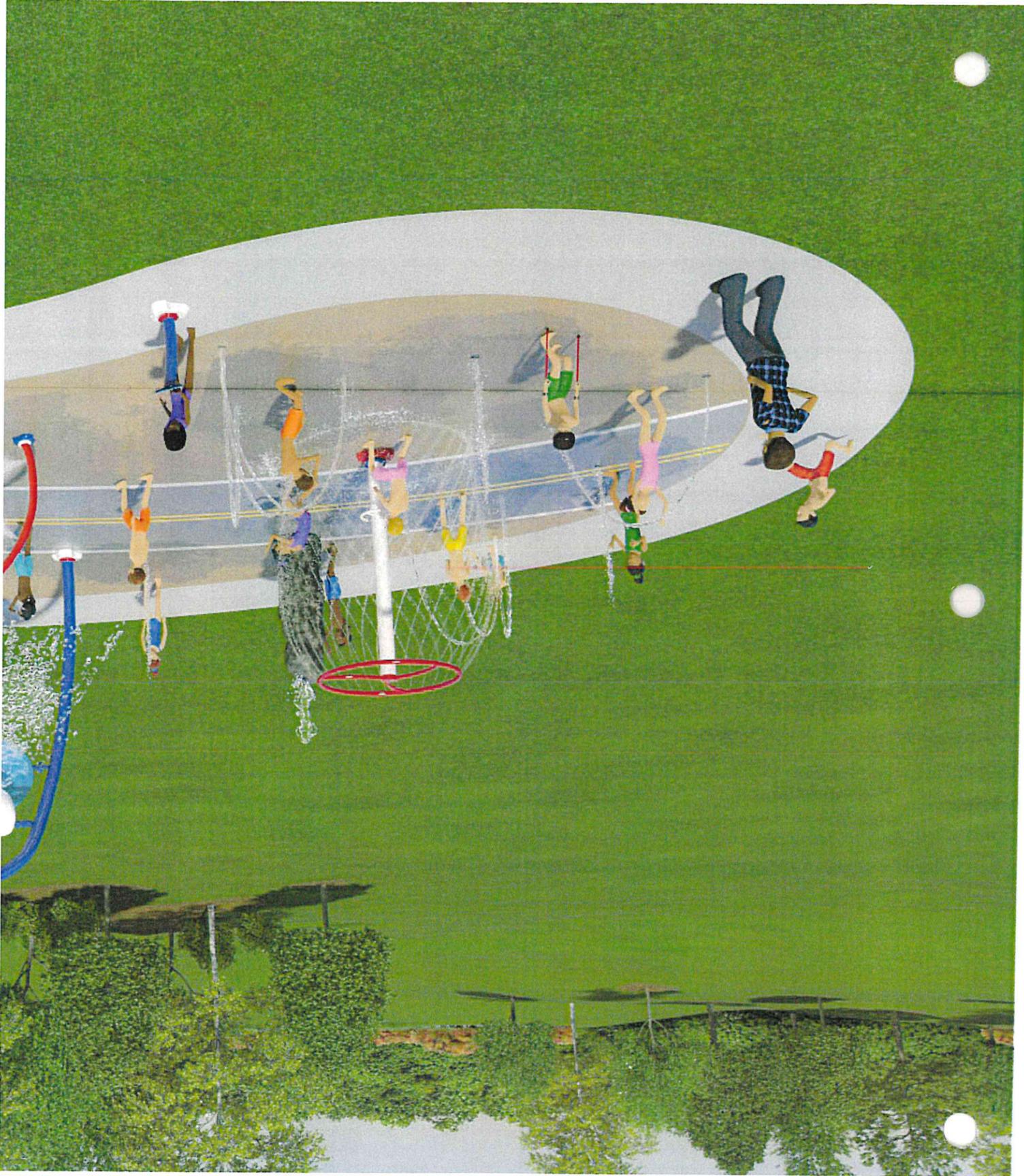
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by landscape structures

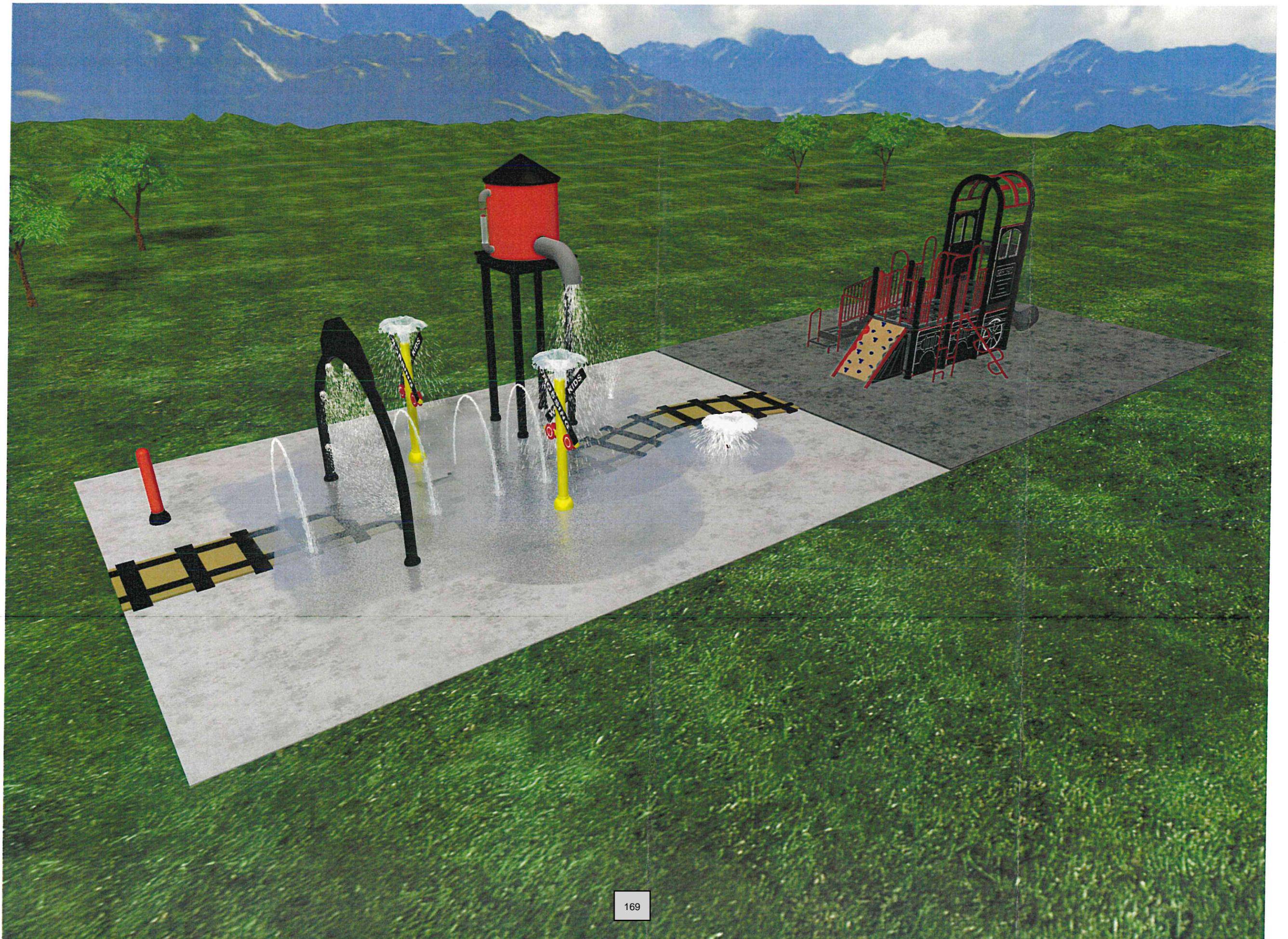


aquatix[™]
by landscape structures






aquatix[™]
by landscape structures





City of Moberly
 Attn: Moberly Parks and Recreation
 Troy Bock, Director
 101 W Reed St
 Moberly MO 65270

Thank you for the opportunity to present you with options from All Inclusive Rec and Rain Drop. Enclosed you will find project team information, design and images in response to the information you sent out. The price for the design enclosed will be approximately \$500,000.00 installed.

This pricing does not include any site work/grading of the area should that be needed prior to installation.

Feel free to contact me for any additional information or details. 573-631-6993 kendra@allinclusiverec.com

Thank you,
 Kendra Gibson
 Project Manager
 All Inclusive Rec



WABASH VALLEY



Why partner with



Because a PARTNER is exactly what you'll get!!!

Your Project may require **fund raising efforts**. We can help. We will provide you with the materials you need to explain to your sponsors exactly what you are fund raising for. We can break your project down into smaller pieces that can be sponsored by individuals and businesses. And we'll be right beside you when you make presentations for large donations. Helping to explain not only the project but why there is a need for this Inclusive Play.

- Poster Boards
- Presentations
- Animations/Fly Throughs
- Sponsorship catalog

You'll be making some **design decisions** along the way. We understand not only the importance of these decisions but the fact that they are **YOURS** to make. We'll help by making certain that whatever dream you come up with meets current safety regulations and we will help by sharing with you what we've seen be successful on previous projects.

There will be a need for **site planning and excavation** during this project. Our ability and experience working on large projects is essential in the process. We will work directly with any architects/engineers/city planners that get involved with this project providing them the drawings and materials they need to plan for site work. Weekly construction meetings will be scheduled to ensure our installers, representatives and your crews are on the right track. Our goal is to work with local contractors, installers and as many **Missouri** Manufacturers as possible.

Finally...your project may involve some sort of a **Community Build** for installation. We have tons of experience with community builds! We are big believers in getting everyone involved in an organized way to help the project come together. We can share insight from past experiences and help you to organize the build days. We offer you factory certified installers to take care of all the details.

Bottom line... We are here to help you and we will be here throughout the entire process and the majority of our project team is within minutes of the park. And our Little Tikes products made in MISSOURI. Thank you for your time and opportunity to present designs for this project.

Sincerely,
Kendra Gibson- All Inclusive Rec

All Inclusive Rec

YOUR PARK AND PLAYGROUND SPECIALISTS

Project Team

Kendra Gibson, Project Coordinator



Sales Representative for All Inclusive Rec for over 12 years and located in Park Hills, MO. Kendra specializes in the design of both commercial and private playgrounds, playground safety surfaces, fabric shade structures, site amenities and furnishing, shelters and pavilions, gym and sports equipment, outdoor fitness equipment and water play and splash pads.

Oversees construction of special projects from inception to planning to completion.

- Coordinates design and planning to ensure design standards are met and maintained.
- Conducts and performs site surveys during various stages of the project.
- Analyzes vendor proposals and selects the appropriate one for each project.
- Reviews construction technical documentation for accuracy, feasibility, quality and conformance to industry standards.
- Supervises and guides other staff throughout the construction process.

All Inclusive Rec insures positive results by our involvement in projects from start to finish.

Education: Bachelors of Science Agribusiness with emphasis in Horticulture and Landscape Design
Southeast Missouri State University

Stewart Mackay, Principal, Project Coordinator



Principal for All Inclusive Rec for over 15 years, located in Farmington, MO. Stewart specializes in the design of both commercial and private playgrounds, playground safety surfaces, fabric shade structures, site amenities and furnishing, shelters and pavilions, gym and sports equipment, outdoor fitness equipment and water play and splash pads. With many years of experience and his extensive knowledge of the ADA requirements he ensures that each playground will surpass the industries standards. Stewart's goal is not just to meet your expectations but to exceed them by building confidence and building self-esteem in each design.

"Where Limitations are Forgotten and Differences are Celebrated"



Unlimited Play is a 501(c)3 non-profit organization that helps to plan, design and build fully accessible playgrounds. Unlimited Play playgrounds allow all children – regardless of their abilities – to play together. A valuable resource in our community, Unlimited Play has unique expertise in this area and is available to assist in the development of inclusive playgrounds that promote dignity, understanding and respect among children. In 2016 Little Tikes Commercial and Unlimited Play announced a partnership to help provide the magic of outdoor play to children of all abilities.

Services Unlimited Play can offer for this project!

Design and development of fully inclusive playground Development of sponsorship catalog Educate and train the local committee

***Write possible grants under our 501c3
Provide a row team guide – "How to guide" for local committee
Creating a 3D fly through video of your designed playground
Provide inclusive motivational videos for presentations
Develop Marketing pieces
Create web page with design and story detail with donating capabilities
Travel in for specific donor presentations/events
Organize handle a community build
Develop Grand Opening***



Natalie Mackay & Jim Vollmer are a valuable resource and essential to the design and build of all of our Inclusive Playgrounds. Whether behind the scenes or up front rallying communities together they tirelessly work to build environments where individuals of all levels can connect in an inclusive play environment.



Ideal Play and Surfacing Inc., a division of Ideal Landscape Group, is the best solution for your recreational needs. Our team is here to insure your project is completed on time, within budget, and in-house. Our Recreation Division provides complete installation services for all your recreational needs by our certified installers. Teaming with our other divisions, we can make all your recreational dreams come true.

No matter your need, Ideal Play and Surfacing can make your project fun and safe for all.

Your recreational needs are our concern. With our own staff CPSI (Certified Playground Safety Inspector) to ensure that your project is completed with the most up to date safety standards in the field.

Ideal Play & Surfacing, Inc. is a premier sponsor, qualified contractor and member of the National Playground Contractors Association, Inc.

References for Ideal Play & Surfacing

Kirkwood School District
Jeremy Gleiforst
Grounds Manager
200 Thomas Ave.
Kirkwood, MO 63122
314-852-7499

Chris Atkinson
Assistant Director of Parks & Recreation
1900 Randolph St.
St. Charles, MO 63301
636-949-3372

Unlimited Play Inc.
Natalie MacKay
Executive Director
208 Compass Point
St. Charles, MO 63301
636-757-3978

Greg Holt

Senior Project Manager
Rain Drop Products
 2121 Cottage St
 Ashland, OH 44805

Education:

Northern Virginia College
 – Business

Affiliations:

- World Waterpark Association
- The International Association of Amusement Parks and Attractions—US
- National Recreation and Parks Association

Contact:

Phone 419-207-1229

**Profile:**

Greg's experience in the aquatics industry began in 1994, when Rain Drop Products was known as WaveTech, alongside the company founder, Gary Zuercher, in Washington, DC. Greg witnessed the emergence of the SprayGround concept and continued on with the water fountain line of WaveTech when it was sold in 1999. Greg relocated with the new company, now Rain Drop Products, LLC, to Ashland, Ohio.

During his 20+ year history, Greg has learned the company and industry inside and out. He has been Senior Project Manager at Rain Drop Products for the last five years and has been directly involved in hundreds of projects from inception to completion. Greg is a valuable team member whose role is vital to a successful project.

Relevant Experience:

In all projects, Greg is involved in the Contracts, Purchasing, Logistics and Manufacturing. Greg coordinates the deliverables to the client, to assure we are meeting the customer's wants and needs. He maintains the flow of the project by working directly with the sales team, engineering department and production department to assure timely responses and construction schedules. Greg also coordinates the closeout documents and system commissioning schedules.

Ross Kette



**Vice President of
Operations
Rain Drop Products**
2121 Cottage St
Ashland, OH 44805

Education:

Bowling Green State
University – Business
Sheet Metal Workers JATC
– Five Year Technical
Trades Program

Affiliations:

- World Waterpark Association
- The International Association of Amusement Parks and Attractions—US
- National Recreation and Parks Association
- The Association of Pools and Spa Professionals

Contact:

Phone 419-207-1229



Profile:

Ross has more than 25 years of experience in Design, Engineering and Manufacturing. Beginning his career in 1987 as a contractor of finish carpentry, Ross went on to begin a steel fabrication manufacturing business. There he designed and manufactured production lines equipment, concrete and refractory pump components for customers like Ford, General Motors, Honda, Elyria Foundry and Whiteman-Conspray Pump Company. Additionally, he has designed and contract manufactured waste water pump stations for the Gorman-Rupp Company.

Ross has since been involved in the aquatics industry for more than 15 years. His portfolio includes design, engineering and manufacturing of water amusement ride vehicles. These rides are in most major amusement parks around the world and include customers such as Disney, Universal Studios and Six Flags.

Since 2007, Ross has been the Vice President of Operations at Rain Drop Products, where he designs and manufactures water play features and supporting systems for the aquatics industry. He has played a key role in transforming the industry from simple “leaky pipes” to organic, themed, and sculptured spray features.

Other Professional Qualifications:

Currently two designs or use patents, pending or provisional.

Member of the following Committees:

- Member of ASTM F15 and F24 committees to develop Standards on water amusement devices and pools
- Committee member of the Ashland County-West Holmes Career Center



Plan and Schedule

We have provided a bar chart of our anticipated timelines for each phase of the project once awarded the opportunity and contract for this project.

Once awarded the contract our goal would be to meet with all of the committee members who are invested in the project and start a detailed review process of our proposed design. As we work through any changes either in products/events or the layout of the design, our goal will be to capture input we are not currently able to access. Once we have made our way through this process and refined the project to align as closely with the ideas we would move into the next phase of the project.

Collateral materials for the donation aspect of the project would be supplied along with presentations and any other materials needed. Working closely again with all of the committee members, All Inclusive Rec would support this portion of the project in any way possible.

Once available funding is finalized for either the whole project or a phased approach, the final design would be revisited to meet the funding available if required.

We would work closely with the city and any other party to ensure a clear process of construction is agreed upon as well as an agreed to timeline for completion. Upon the second notice to proceed being released our goal would be to complete the project in the agreed to timeline or sooner. Once aspects of the project are underway there would be a focus from all involved to complete each portion and move straight into the next phase of the construction /installation aspect of the project.



Process and Approach

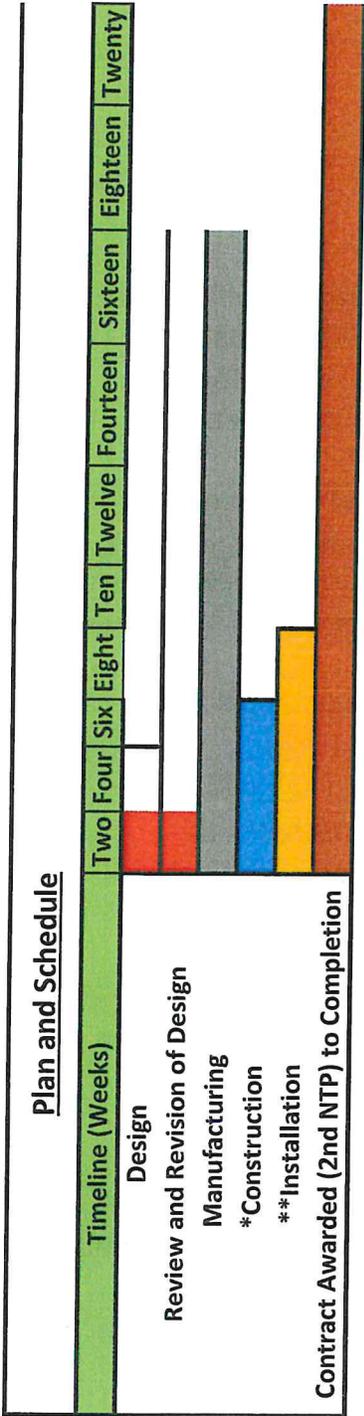
Our goal throughout this process has been to engage local supply partners who have products that best fit the needs of this project. We do this to ensure we have only the highest quality products and also the best products for long term satisfaction for everyone involved.

Our design will be based on a variety of factors, most importantly the site observations we will make from multiple visits to the site. We go into this process knowing that what we present may stimulate further or change needs and as such, changes/redesign of certain aspects of the project are inevitable. Our focus and goal is to develop a design which excites and also generates opportunity to develop solutions to needs further, pushing the envelope where ever possible!

Our design will focused on needs of all users, ages, abilities, and the requirements of the thematic request from the committee members. We strive to deliver “unique” and “inclusion” while balancing the long term needs of durability, safety, and function. Fun is part of the DNA of what we deliver.

Communication throughout this project will be critical and we understand it is essential to set expectations early and then work tirelessly to deliver upon each of these expectations. Nowhere is this more critical than in the lead up to and during the construction phase. The end goal is to ensure the project is successful in all aspects of the process and deliver long term satisfaction for all of the stakeholders involved.

We have provided a bar chart of our anticipated timelines for each phase of the project once awarded the opportunity and contract for this project.



* Site work, Concrete etc. Not included in our scope of work and can run concurrent to the design & manufacturing timeline

**all equipment, shades, surface etc

20 weeks maximum



Products and Services

In the scope of our design we will incorporate many different products and services. The following is a list of each and may vary upon final design and budgetary needs:

- Design services
- Engineering and Manufacturing
- Construction services to include;
 - Installation of all required
 - Playground Equipment
 - Little Tikes Commercial-MO Made Local Supplier
Committed to safe, positive environments for children to play. Protecting and preserving the environment for our children's future by using recycled materials where possible.
 - Elephant Play-Innovative Product with a unique design to reduce any possible maintenance issues that may arise. Industry leader in Motion/Net play with Steel Core rope used throughout the entire net system.
 - Shade Systems – Little Tikes Commercial- MO Made Local Supplier
 - Site Furnishings – Wabash- Made in the Midwest
5 Year Warranty on Plastisol which is 30 times the thickness of standard powder coatings and 10 times thicker than Polyethylene coatings.
 - Musical Instruments – By Percussion Play
- Safety Surface supply and installation –SofSurface's Tile- Engineered for the way kids really play! SofSurfaces DuraSafe Tiles outperform the competition when it comes to fall protection and they are LOW Maintenance!
- Rain Drop Products offers a full line of water play equipment including above ground and below ground spray/splash park features, slides and structures. Rain Drop Products transforms imagination into new dimensions in water play with dynamic custom designed water parks that deliver adventure, visual excitement and imaginative fun!



It is our pleasure to present our products for your project. Rain Drop Products has been manufacturing quality aquatic entertainment products for over 30 years and has 1,000's of successful projects all over the world. Our quality products and superior service are unmatched in the industry.

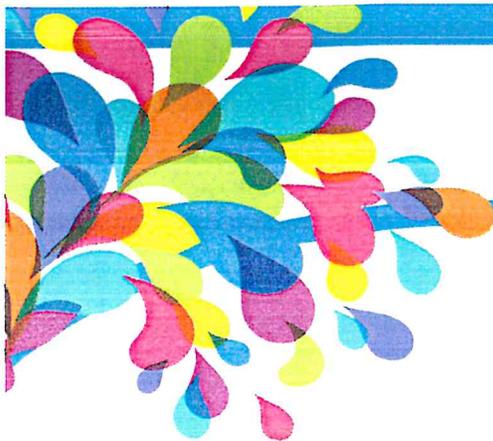
Rain Drop Products, LLC designs and manufactures all products in accordance to **ADA Guidelines** and all applicable **ASTM and CSA Standards**. We are a committed leader to providing safe equipment for the aquatic play industry. We are members of ASTM and have an active role with the F24 and F15 committees listed below. We are in compliance with the ASTM F1487, where referenced, and all external references made by the ASTM F24.70 subcommittee in the ASTM F2461-09.

The products, materials and designs that are furnished by Rain Drop Products are compliant in accordance to their respective ASTM standards, other standards and governing bodies that set forth best practices. These organizations or governing bodies are as follows but not limited to; Consumer Product Safety Commission (CPSP) 15 U.S.C. §§ 8001-8008, National Electric Code (NEC) Section 680.26(B), Americans with Disabilities Act Accessibilities Guidelines (ADAAG) Section 15.6, International Swimming Pool and Spa Code (ISPSC), the Association of Pool and Spa Professionals (APSP), American National Standards Institute (ANSI), Underwriters Laboratories Inc. (UL) International Association of Plumbing and Mechanical Officials (IAPMO), and all state and local health codes.

Below are standards in which Rain Drop Products is actively involved:

1. ASTM F24 Committees and Subcommittees
 - a. F24.70 Water Related Amusement Rides and Devices
 - b. F2461-09 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment
 - c. F2376-08 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems
2. ASTM F15 Committees and Subcommittees
 - a. F15.29 Playground Equipment for Public Use
 - b. F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
3. F2387-04(2012) Standard Specification for Manufactured Safety Vacuum Release Systems (SVRS) for Swimming Pools, Spas and Hot Tubs
4. F2707-10 Standard Safety Performance Specification for Safe Design and Installation of Field Fabricated Suction-Limiting Vent Systems for Suction Entrapment Prevention in Swimming Pools, Spas, Hot Tubs, and Wading Pools
5. ASTM F1193 Practice for Amusement Ride and Device Manufacturer Quality Assurance Program and Manufacturing Requirements
 - a. ASTM F1159-03a - Standard Practice for Design and Manufacture of Patron Directed, Artificial Climbing Walls, Dry Slide, Coin Operated and Purposeful Water Immersion Amusement rides and devices and air supported structures





About Rain Drop Products

Rain Drop Products has been leading the aquatic entertainment industry for over 30 years with thousands of successful installations all over the world. Our dedicated staff has hundreds of combined years of experience in architecture, landscape architecture, engineering and manufacturing which allows us to provide quality, innovative products and unmatched customer service.

Rain Drop Products above ground products are manufactured using Fiberglass. Fiberglass is the best material for a splash park application because it is durable, strong, robust, safe and lightweight. Our Fiberglass products will not rust or corrode like metals eventually will, and is backed by a 25 year warranty against rust and corrosion! The Fiberglass products are painted with a UV resistant and chemically inert paint, which is made to withstand outdoor environments and commercial use. Additionally, a clear coat sealant is applied to further protect the finish from the harsh environments they are installed in. Also, Fiberglass is non-conductive, which reduces the threat of lightning strikes.

In addition to quality products, Rain Drop Products also provides an unmatched flexibility with your Splash Park. Our proprietary, patented Omnipod template allows complete removeability, interchangeability and upgradeability! Because the same Omnipod accepts both Surface Spray features and Above Ground Spray features, you have the ability rearrange your features or upgrade them at your desire! You are not restricted to only a small number of products that can install into your Omnipods because the Omnipod is standard with most Rain Drop products.

Rain Drop Products also offers unmatched controller technology to your splash park. The Rain Maker controller provides standard On/Off and timed, choreographed sequence controls, but also offers so much more! It is completely user programmable. As an added option, when the Rain Maker is connected to the internet, it can provide you the ability to remotely access your controller from any smartphone, tablet or computer. This option also allows you to remotely turn on/off the system, change programming or receive alerts. This also means that Rain Drop can remotely access your controller from our office, for training new personnel or troubleshooting your system.

When choosing Rain Drop Products, you can rest comfortably knowing that you have not only chosen a quality product that will last a lifetime, but also a company that will stand behind its products for a lifetime as well.

For more information on the Omnipod, please visit: <https://www.dropbox.com/s/xntdax4gghc4rzq/POD-A001-ZOM-11.pdf?dl=0>

For more information on the Rain Maker controller, please visit: <https://www.dropbox.com/s/wczaw4og0wnr7xv/Rain%20Maker%20Spec.pdf?dl=0>

For the complete terms of our warranty, please visit: <https://www.dropbox.com/s/Oy7p6mm5m33ljd6/Warranty.pdf?dl=0>



Additionally, we are pleased to offer you the following innovative products, available exclusively from Rain Drop Products –

- OMNIPOD – The OMNIPOD Feature Mounting System
 - o The Omnipod is the exclusive feature interface offered only by Rain Drop Products. Not only does the Omnipod simplify installation, it adds endless possibilities to add to, change or rearrange above or below ground features.
 - o The same Omnipod can accept either a below ground feature or above ground feature – meaning that features can be rearranged, repositioned, and upgraded without additional construction.
 - o Omnipods are plumbed to the supply lines during construction and are finished flush with the deck surface. When not in use, features can be removed and the Omnipod cover can be replaced, leaving a safe surface with no protrusions or trip hazards.

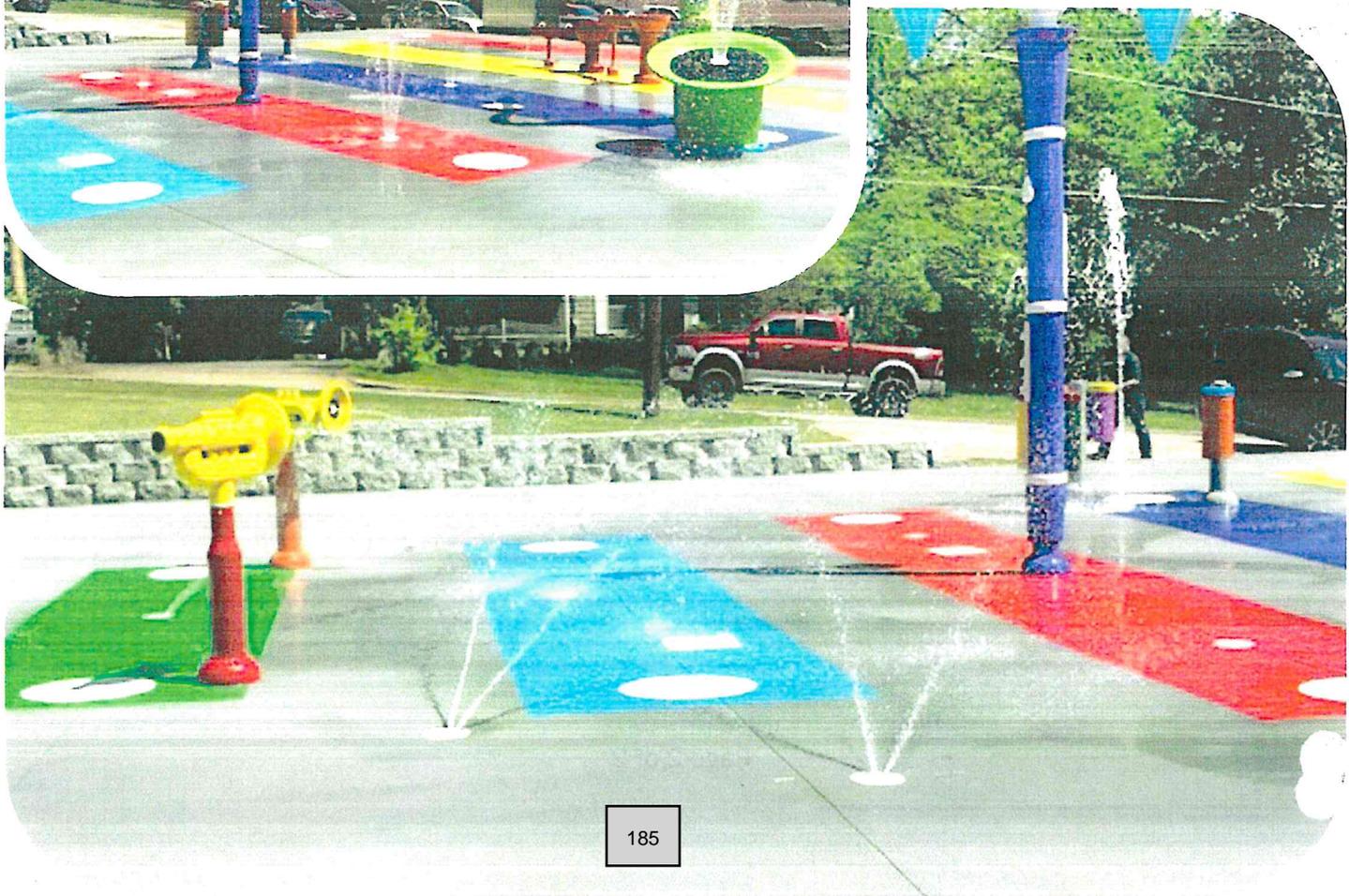
- Rain Maker Control System
 - o The Rain Maker Controller is the unit which operates the SprayGround.
 - o Features (But not limited to):
 - Plug-and-Play operation, eliminating the concern for installation errors
 - Includes interconnection with a Variable Frequency drive, ensuring the most effective pump operation
 - Decentralized outputs
 - Easily user programmable –no need to return modules to factory
 - Built in alarm circuits
 - DC power base offers safer electrical system
 - Expandable and upgradeable functionality
 - Optional remote access capabilities

Be sure to contact your sales representative for more information about these and other great products and services available exclusively from Rain Drop Products!

Rain Drop

City of West Plains MO Splash Pad

Children's Park 1135 Broadway West Plains, Mo 65775 Primary Contact - Mike Davis 417-256-7304



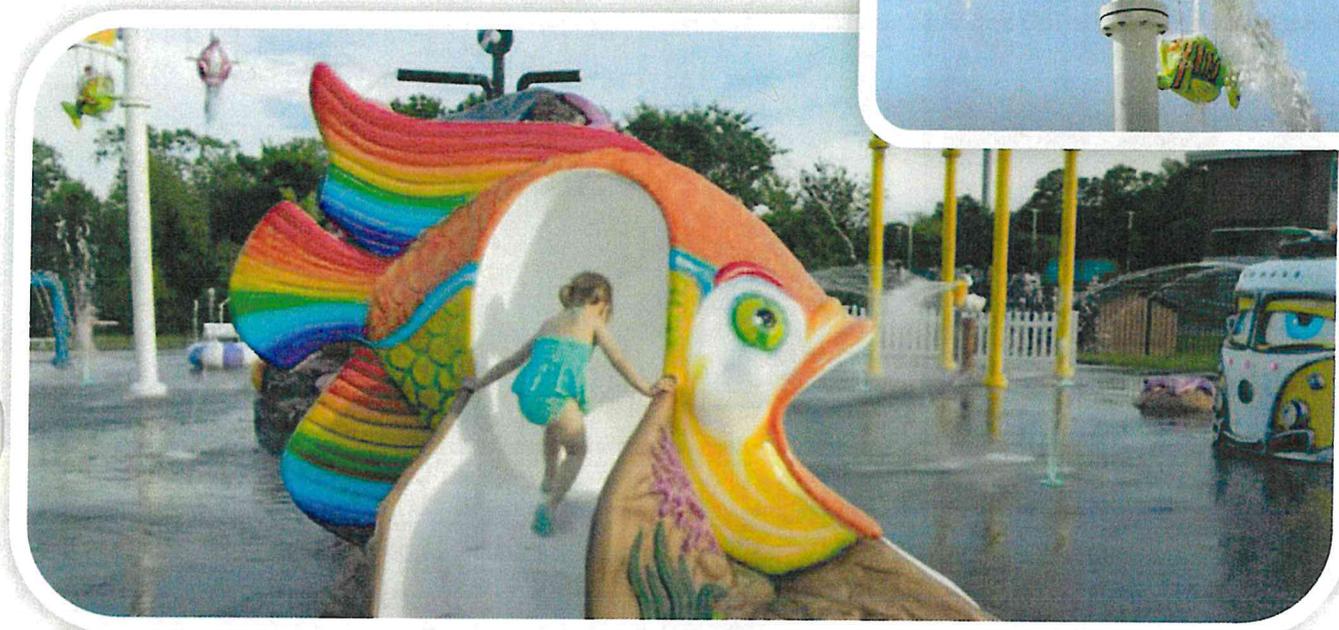
Rain Drop

Harrisonville Aquatic Center Harrison-

Mansfield YMCA, 750 School Road, Mansfield Ohio 44907

Contact Cristen Gilbert 419-522-3511x224

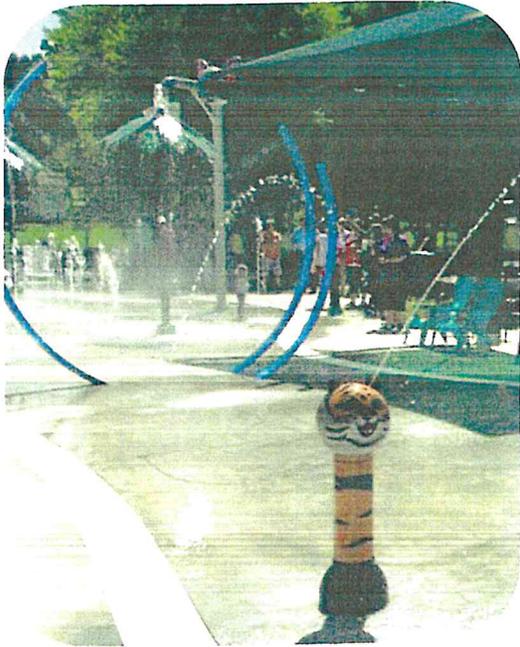
<https://youtu.be/Fq3LPloyaY4>



Rain Drop

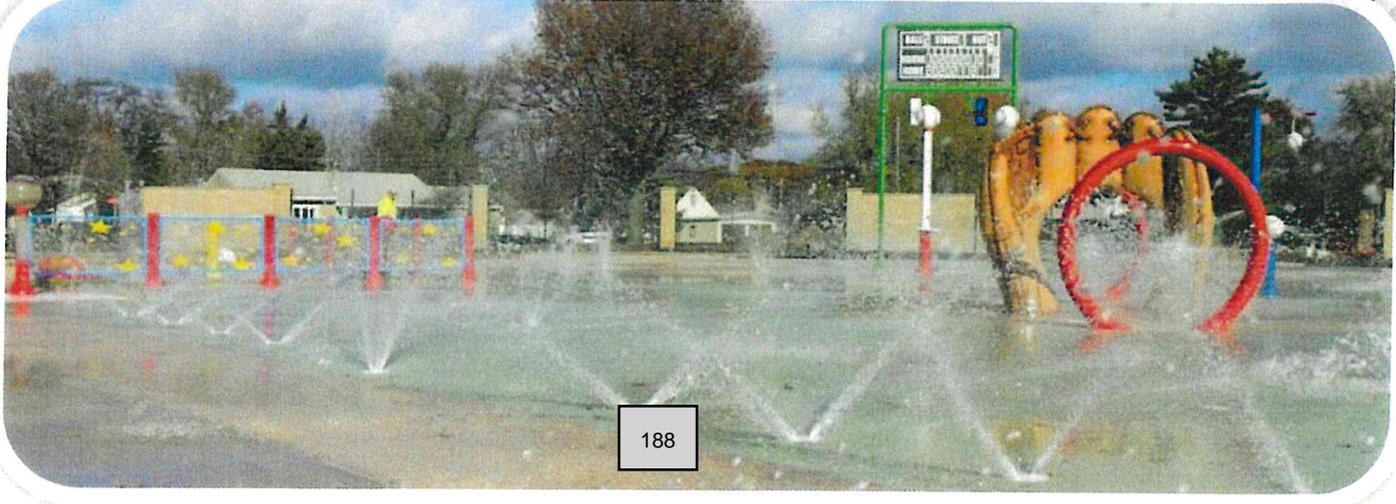
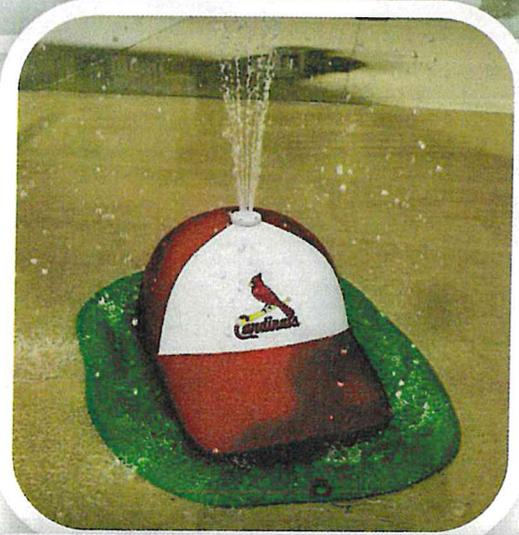
Farmington MO Splash Pad

2 Black Knight Dr, Farmington MO 63640 Contact Bud Norman 573-366-7982



Rain Drop

Washington Park Peru, IL



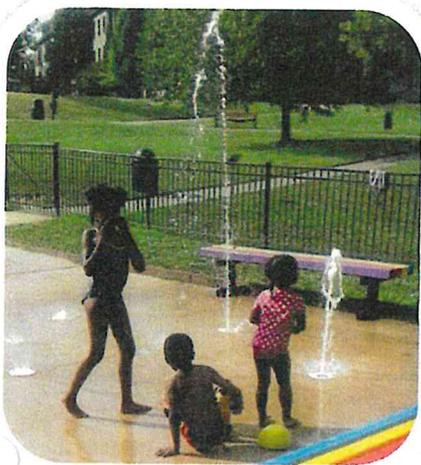
Rain Drop

Riverside Humiston Park Pontiac, IL



Rain Drop

Velda Shaw Park Velda City, MO

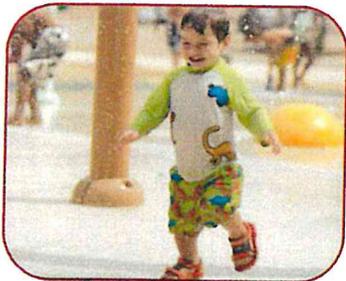




Tannehill Sprayground

Moberly, MO

17798-2021



To view product images online, please click on the [blue link](#) and you will be taken to the appropriate product location.

Rain Drop Products Warranty: <https://www.dropbox.com/s/Oy7p6mm5m33ld6/Warranty.pdf>

ABOVEGROUND FEATURES

RRSP-001-OM

Railroad Spray, OMNI

<https://www.dropbox.com/s/he2fbq763rvfsbn/RRSP-001-ZCS.pdf?dl=0>

TARS-00400M-SS

Triple Arch Rain Strom

<https://www.dropbox.com/s/r72e8ldrmxvnecm/TARS-004-OM-SS-ZCS.pdf?dl=0>

WTTR-002

OLDE TOWN WATER TOWER

<https://www.dropbox.com/s/tbvc4s2tfprube/WTTR-002-ZCS.pdf?dl=0>

SPWH-001-OM-SS

WHIRLY BLAST, SINGLE, SS, OMNI

<https://www.dropbox.com/s/nd739ajp4q1xban/SPWH-001-OM-SS-ZCS-PD.pdf?dl=0>

SPWB-001-OM

WHIRLY BOMB, BELLE, SPIN, OMNI

<https://www.dropbox.com/s/3og050rui8xr4kl/SPWB-001-OM-ZCS-PD.pdf?dl=0>

SURFACE SPRAY FEATURES

SLJT-003-OM

SLANT JET-OM

<https://www.dropbox.com/s/xuodlykspeuppeg/SFJT-003-OM-SS-ZCS.pdf?dl=0>

TNRB-001-OM-SS

Tiny Ribbon Spray

<https://www.dropbox.com/s/xy38wkehsgn4ze0/TNRB-001-OM-SS-ZCS.pdf?dl=0>

MFGS-002-OM

MINI FOAM GEYSER-OM

<https://www.dropbox.com/s/lt2epa4epvkyht0/MFGS-002-OM-ZCS.pdf?dl=0>

MOUNTING HARDWARE

POD-A001

OMNIPOD TEMPLATE

<https://www.dropbox.com/s/066mf10an38lcvb/POD-A001-ZCS.pdf?dl=0>

ACTIVATOR

BOL-005

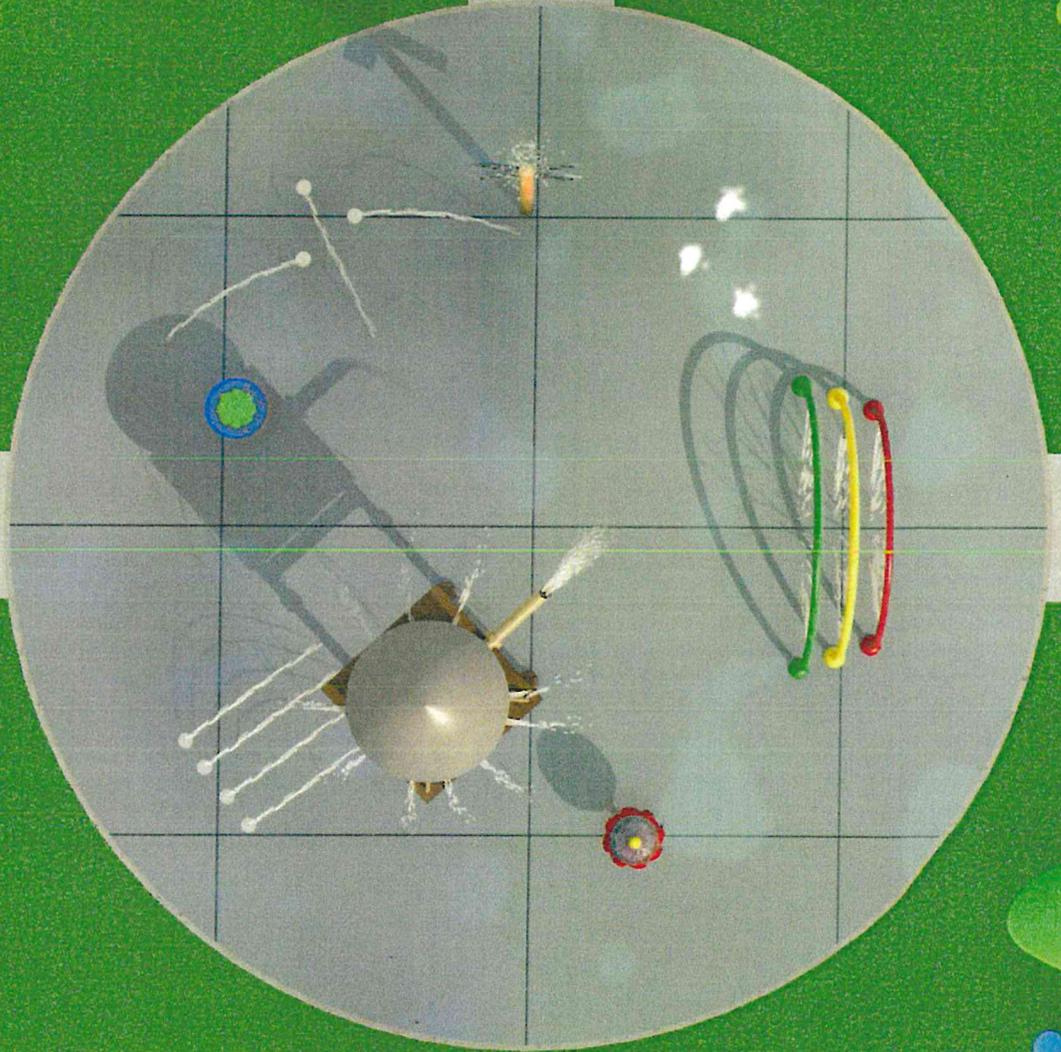
BOLLARD ACTIVATOR- TOUCH

<https://www.dropbox.com/s/8kvpawg6nf5q5/BOL-005-ZCS.pdf?dl=0>

All Inclusive Rec

Rain•Drop

Project 1779811



All Inclusive Rec

Rain Drop

Project 1779811



WS #9.

Ashland, OH - 800.343.6063 - www.rain-drops.com
For presentation purposes only. Size, color, and placement may vary.

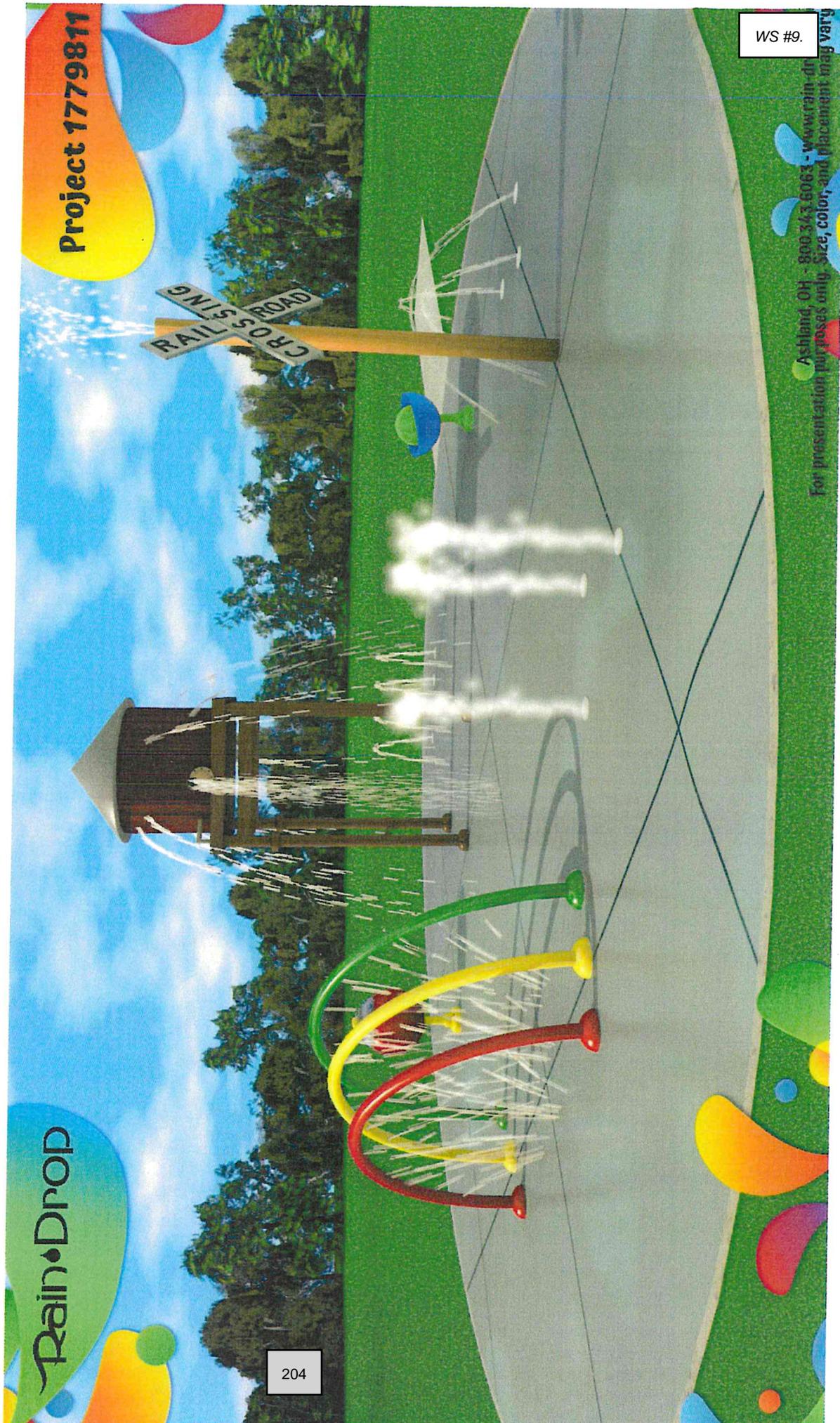
All Inclusive Rec



Project 1779811

Rain•Drop

All Inclusive Rec



Project 1779811

Rain Drop

All Inclusive Rec



Project 1779811

Rain Drop

WS #9.

Ashland, OH - 800.343.6063 - www.rain-drops.com
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All Inclusive Rec



Rain Drop

Project 1779811

RAILROAD CROSSING

WS #9.

Ashland, OH - 800-343-6063 - www.rain-dr
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City of Moberly City Council Agenda Summary

Agenda Number: WS #10.
 Department: Fire Dept
 Date: July 19, 2021

Agenda Item: Appointment to the Fire Prevention Board

Summary: In October 2020 Board Member Robert Duttons' term expired. This was missed with the transition however, the Fire Department has had conversation with Mr. Dutton where he stated he would like to remain on the board.

Recommended Action: Direct staff to bring to the August 2nd Council meeting for approving of appointing Mr. Dutton to the board.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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 checked="" 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



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: Fire Prevention Board of Appeals Date: 07-16-21
Your Name: Robert Dutton Street Address: 3452 Hwy 14
Phone number(s): (evening) 660-651-0704 (day) SAME
Email:

Do you live within the corporate limits of City of Moberly? Yes (No)
How long have you been a resident of City of Moberly?
Occupation: retired 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?
30 yrs on Fire Dept.

What particular contributions do you feel you can make to this board or commission?
Understand the working of the Fire Dept

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. MAEVA Uhey Phone:
2. Troy Link Phone:
3. Phone:

Robert Dutton
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 #11.

Department: Comm. Dev.

Date: July 19, 2021

Agenda Item: A Request From Moberly Area Chamber Of Commerce To Use 220 West Reed Street And Storage Of Basketball Goals In Fennel Building.

Summary: The Chamber of Commerce has requested the use of 220 West Reed for the Gus Macker hospitality building for Sept. 24th, 25th, and 26th. This would be an area for volunteers to rest, lunch drinks, etc.

Additionally, they are asking for permission for store basketball goals in the Fennel building for an estimated 2-4 weeks prior to the event.

Staff has reviewed the request and feel that the City could accommodate the request if approved by the council.

An agreement should be prepared that would include the Chamber be responsible for cleanup, damages, etc. and loading and unloading of the equipment.

Recommended

Action: Review.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Moberly Area Chamber of Commerce

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

July 8, 2021

To: City of Moberly

RE: Use of 220 Reed and Fennel for Gus Macker

Moberly Area Chamber of Commerce would like to request the following:

1. Permission to use 220 West Reed as Gus Macker Hospitality on September 24th, 25th & 26th.
 - ☑ As part of the Gus Macker we will have approximately 50 total scorekeepers, referees and other various volunteers to provide with lunch, drinks and rest areas. If permissible, this building would provide a controllable environment for serving and storing lunch and drinks.
2. Permission to store Basketball Goals for Gus Macker inside Fennel Building (or in an out of the way area) prior to Gus Macker Tournament. Pick up of goals is estimated to be 2-4 weeks in advance of the tournament. Exact date is being determined at this time. A location near the tournament area would be best so that additional loading, unloading and transport is not required.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is written in a cursive, flowing style.

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce