

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**August 16, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.
2. Review Of A Proposal For The Kelly Hotel Masonry South Wall Restoration.
3. The City Of Moberly Has Met With The Moberly School District Regarding Partnering In A TEAP (Traffic Engineering Assistance Program) To Complete A Traffic Study In The Area Being Proposed For The New Alternative School.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.

Department: Police

Date: August 16, 2021

**Agenda Item:** An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.

**Summary:** Each year the annual 9-1-1 tax for the City of Moberly requires review and renewal. After review of the financial reports, it recommended the 9-1-1 tariff remain at fourteen and one half percent (14.5%).

### Recommended Action

Direct staff to bring to the next Council Meeting for final approval.

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

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

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

**AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994.**

**WHEREAS:** RsMO 190.310 (3) requires at least once each calendar year, the City Council establish a tax rate, not to exceed the amount authorized, that together with any surplus revenues carried forward will produce sufficient revenue to fund the expenditures authorized by Section 190.300-190.320 RsMO; and

**WHEREAS:** the City Council did on May 2, 1994 adopted Ordinance No. 6948 imposing a 9-1-1 tax commencing July 1, 1994 and did further require annual review no later than September 1, to establish a new tax rate; and

**WHEREAS:** the City did review said tax rate to determine necessary revenues to fund the expenditures for the next year; and

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

**SECTION ONE:** That the emergency telephone tax rate is reaffirmed in the amount of fourteen and half percent (14.5%) of the tariffed local service rate as defined by RsMO 190.300.

**SECTION TWO:** This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 7<sup>th</sup> day of September 2021.

---

**Presiding Officer at Meeting**

**ATTEST:**

---

**City Clerk**

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Administration  
 Date: August 16, 2021

**Agenda Item:** Kelly Hotel South Wall Masonry

**Summary:** In 2018, City Council approved the bid from Little Dixie Masonry for addressing the deteriorating tuckpointing on the south wall of the Kelly Hotel. The contractor began work that fall, but never completed the work despite numerous attempts on the part of City staff to have him return to the job. The City has ended its relationship with LDM and reached out to the other two (higher) bidders from 2018 to refresh their bids – Mid-Continental and T&J's.

Proposal for south wall over Auditorium roof only:

Mid-Continental \$36,900

T&J's \$26,000

Proposal for additional south wall area near the alley top to bottom:

Mid-Continental \$24,480

T&J's \$17,000

Staff recommends the low bid for the area of the south wall over the Auditorium roof only from T&J's for \$26,000. The tuckpointing is decaying allowing moisture into the building throughout this area and the tuckpointing debris is occasionally falling on the Auditorium roof.

**Recommended Action:** Approve the Resolution.

**Fund Name:** Kelly Hotel Building Maintenance

**Account Number:** 100.018.5300

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

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

**Council Member**

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

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

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

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

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

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

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

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

Passed Failed



***T & J's Restoration & Waterproofing***  
***6519 Village Road, Jefferson City, Mo 65101***  
**Tom Phone & Fax: 573.395.3103- Tom Cell Phone: 573.694.0549**  
**E-Mail-Kloppelt@aol.com**

**Tuck-Pointing, Building Hot Water Cleaning, Caulking Masonry Expansion Joints & Window Caulking,**  
**Brick & Stone Replacement, Specializing in Professional Waterproofing Sealer Application,**

Attn: Troy Bock

Proposal submitted to: Moberly Parks &amp; Recreation

Phone 660-998-0139

Date August 10, 2021

Address: 201 West Rollins Street

Job Name Tuck-Pointing, Caulking, &amp; Waterproofing

City, State &amp; Zip Moberly Mo. 65270

Job Location 201 West Rollins Street

Architect:

Date of Plans:

Job Phone:

We hereby submit specifications and estimates for: {Building Restoration &amp; Waterproofing}

1. Cut out and Tuck-Point masonry Joints on the roof area.
2. Cut out and Caulk all Windows on the roof area.
3. Cut out and re-caulk metal panels.
4. Reseal small Chimney on the Roof with roofing cement.
5. Re-caulk termination Bar.
6. Apply Professional Grade waterproofing to the Masonry. **\$26,000.00**

**Alternate:** Continue to restore the remainder of the South Wall.

1. Cut out and Tuck-Point remainder of masonry.
2. Cut out and Caulk Windows.
3. Apply Professional Grade Waterproofing to the Masonry. **\$17,000.00**

**We Propose to Furnish Labor & Materials in complete in accordance with above specifications,**  
**for the Sum of \$26,000.00 Roof Area                      Alternate: \$17,000.00**

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

Authorized Signature Tom Kloppel

**Note: This proposal may be withdrawn by us if not**  
**accepted within 30 days.**

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_



401 E. Hudson St., Fort Scott, KS 66701  
Ph: (620) 223-3700 Fax: (620) 223-5052  
[www.midcontinental.com](http://www.midcontinental.com)

July 8, 2021

Troy Bock  
City of Moberly  
109 N Clark St.  
Moberly, MO 65270

RE: Exterior Building Repairs  
Kelly Hotel – Moberly

Dear Mr. Bock:

Attached is our proposal for the work to be performed on the Kelly Hotel project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

**MID-CONTINENTAL RESTORATION CO., INC.**

Chase Halsey  
Estimator / Project Manager  
Cell: (620) 704-2733  
[chase\\_halsey@midcontinental.com](mailto:chase_halsey@midcontinental.com)

CH/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701  
 Ph: (620) 223-3700 Fax: (620) 223-5052  
[www.midcontinental.com](http://www.midcontinental.com)

## PROPOSAL / CONTRACT

July 8, 2021

From: Chase Halsey, Estimator / Project Manager, Fort Scott, KS  
 Cell: (620) 704-2733 email: [chase\\_halsey@midcontinental.com](mailto:chase_halsey@midcontinental.com)

To: Troy Bock, City of Moberly, 109 N Clark St., Moberly, MO 65270 email:  
[tbock@cityofmoberly.com](mailto:tbock@cityofmoberly.com)

Subject: Exterior Building Repairs

Job Name: Kelly Hotel – Moberly, MO

---

### BASE BID: WORK ON ONE ELEVATION ONLY



- (1) All mortar joints above the roof level of the auditorium shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than  $\frac{3}{4}$ -inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.

- (2) All mortar joints above the roof level of the auditorium shall be pointed with Type "N" mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be packed into the back of the joint, tooled to a neat, uniform appearance and shall match the original mortar in color as closely as possible.



- (3) We shall remove the existing polyurethane sealant from the window perimeters above the auditorium roof level. Upon completion, we shall install a new polyurethane sealant, tooled to a watertight condition. The color shall match the existing frame as closely as possible.



- (4) We shall remove the existing fill polyurethane sealant from the roofing material to the building. Upon completion, we shall install a new polyurethane sealant tooled to a watertight condition. The color shall match the existing as closely as possible.

- (5) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (6) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (7) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (8) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (9) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

**We shall accomplish the above outlined work for the sum of:**

**THIRTY-SIX THOUSAND, NINE HUNDRED DOLLARS**

**\$36,900.00**

**The above price shall be valid for a period of sixty (60) days**

**TO ACCEPT THE BASE BID, PLEASE SIGN BELOW**

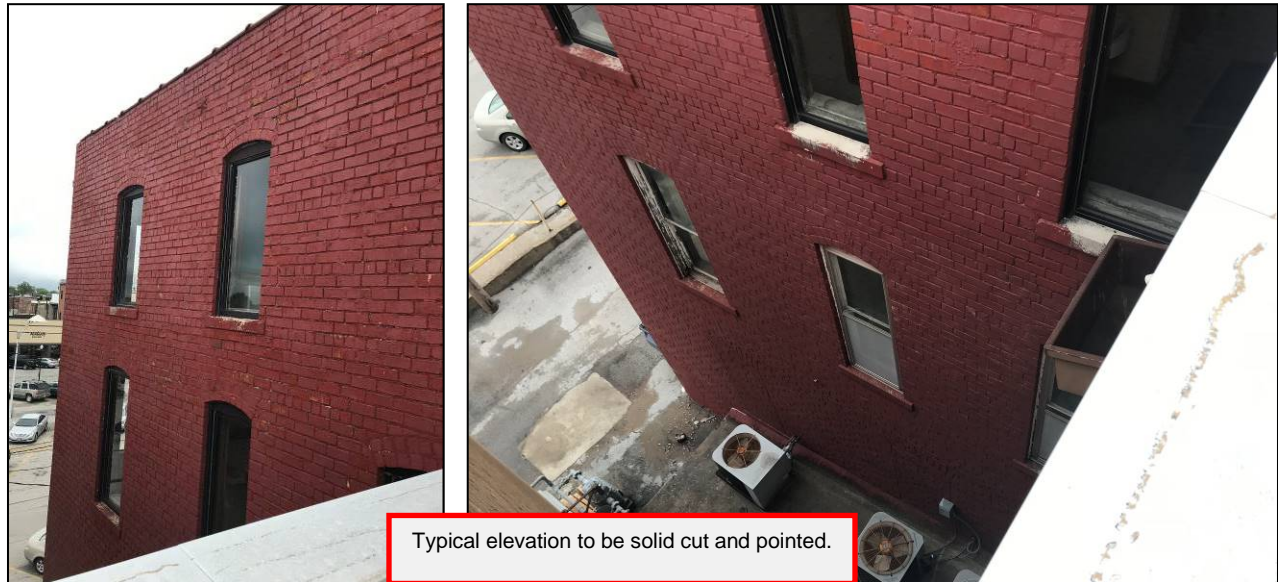
**If BASE BID is accepted, please sign here:**

**Mid-Continental Restoration Co., Inc.**

**By:** \_\_\_\_\_  
Owner/Owner Representative Dated

**By:** \_\_\_\_\_  
Contractor Dated

**ALTERNATE #1: SOLID CUT AND POINT THE REMAINING WALL ON THE SOUTH ELEVATION**



- (10) All mortar joints on the South elevation as indicated in the above photos shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than  $\frac{3}{4}$ -inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.
- (11) All mortar joints within the area indicated above shall be pointed with Type "N" mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be packed into the back of the joint, tooled to a neat, uniform appearance and shall match the original mortar in color as closely as possible.



- (12) We shall remove the existing polyurethane sealant. Upon completion, we shall install a new polyurethane sealant tooled to a watertight condition. The color shall match the existing frames as closely as possible.

**TO ACCEPT ALTERNATE BID #1, PLEASE SIGN BELOW**

**TWENTY-FOUR THOUSAND, FOUR HUNDRED EIGHTY DOLLARS \$24,480.00**

(This price is *IN ADDITION TO* the Base Bid)

The above price shall be valid for a period of sixty (60) days.

If ALTERNATE #1 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: \_\_\_\_\_  
Owner / Owner Representative Dated

By: \_\_\_\_\_  
Contractor Dated

There will be a *Mobilization Deduction* of \$1,370.00 if the Base Bid and Alternate #1 options are accepted and completed at the same time.

**THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.**

**PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.**

**ANY APPLICABLE SALES TAX DUE ON THIS CONTRACT IS INCLUDED IN THE CONTRACT PRICE AND WILL BE STATED SEPARATELY ON OUR BILLING(S), UNLESS ALL OR PART OF THE CONTRACT CONTAINS UNIT PRICE OR TIME & MATERIAL WORK. IF UNIT PRICE OR TIME & MATERIAL WORK IS INCLUDED, APPLICABLE STATE AND LOCAL TAX WILL BE ADDED TO THAT PORTION OF THE CONTRACT.**

**THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDIATION THEREOF.**

**EXHIBIT "A"****TERMS & CONDITIONS****LIMITED WARRANTY**

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

**THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.**

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

**EXCLUSIONS FROM LIMITED WARRANTY.** The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

**Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.**

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

# City of Moberly

## City Council Agenda Summary

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

Department: Comm. Dev.

Date: August 16, 2021

WS #3.

**Agenda Item:** The City of Moberly has met with the Moberly School district regarding partnering in a TEAP (Traffic Engineering Assistance Program) to complete a traffic study in the area being proposed for the new alternative school.

**Summary:** See attached Council info.

**Recommended Action:** Direct staff to bring forward to the September 7, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed

### **TEAP – Study for School**

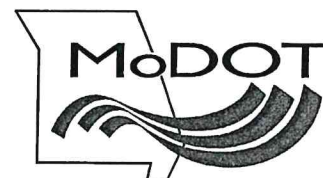
The City of Moberly has met with the Moberly School district regarding partnering in a TEAP (Traffic Engineering Assistance Program) to complete a traffic study in the area being proposed for the new alternative school. The area in question already has traffic concerns from the level of traffic produced from students, parents, staff and buses during start up and shut down. The new proposed school will add to that concern. The school would be required to complete a traffic study on their own as part of the site plan process.

With the TEAP program that can be applied for by the City, it is an 80/20 match up to a total project of \$10,000. If the school agrees to provide the matching funds, the TEAP has a high probability of getting funded and that would take care of the traffic study required by the City for public streets. The School could contribute additional funding to the study if they wanted additional engineering study completed off public r/w.

There is no planned cost to the City for this proposal and it will hopefully develop some solutions to help traffic flow issues in the area for the school and citizens that pass through that area.

Staff recommends approval to submit the application.

Tom



**TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP)  
PROGRAM APPLICATION**  
(Program information available in EPG 136.3.8.5)

Project # \_\_\_\_\_ (to be assigned by MoDOT)

Application Date: \_\_\_\_\_

**A. LOCAL PUBLIC AGENCY (LPA) INFORMATION**

Sponsor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Co-Sponsor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**B. BASIC PROJECT INFORMATION**

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

MoDOT District: \_\_\_\_\_ County: \_\_\_\_\_

Metropolitan Planning Organization (if applicable): \_\_\_\_\_

If selected, what year would study recommendations be implemented by the LPA? \_\_\_\_\_

**C. PROJECT LOCATION INFORMATION**

1. Where is the project located? Attach a map no larger than 8 ½ inches by 11 inches.

2. Please check the appropriate box for each question.

- Is the project a component or an extension of a previous or future transportation federal aid project? Yes ☐ No ☐  
If so, give the project number: \_\_\_\_\_  
If so, explain relationship:
- Does the project sponsor own the right of way? Yes ☐ No ☐
- Does any part of the project study limits fall on MoDOT right of way? Preference will be given to off-system studies. Yes ☐ No ☐
- If yes, does the project sponsor have approval from appropriate MoDOT District Traffic Engineer (no duplication of services)? Yes ☐ No ☐

#### **D. PROJECT DESCRIPTION**

Please provide a concise overview of the project by answering questions and providing data in the following sub-sections. Drawings no larger than 8 ½ inches by 11 inches may be attached to the back of this application.

##### **1. Project Activities and Tasks**

Check all that apply. A project may overlap categories.

- ☐ Corridor Safety and/or Operational Analysis
- ☐ Intersection Safety and/or Operational Analysis
- ☐ Speed Limit Review
- ☐ Pedestrian Safety and/or Operational Analysis
- ☐ Bicycle Safety and/or Operational Analysis
- ☐ Inventories (sign, sidewalk, bicycle facilities, etc.)
- ☐ Parking Analysis
- ☐ Other, explain
- ☐ ADA Transition Plan (*ADA Transition Plan work may utilize Trails & Sidewalk or TEAP category from MoDOT LPA Consultant On-Call List*)

## 2. Project Overview

Define what problem or need the project will address and provide a brief summary of the project.

Define the problem or need:

Project summary and how the problem will be addressed:

## 3. Project Details

Provide a brief description to each category listed below as to how it applies to the project.

**"Engineering Resources"** - Refers to the LPA's own staffed traffic engineering resources.

**"Safety"** - Refers to the degree to which traffic safety is addressed via the project.

**"Congestion"** - Refers to the degree to which traffic congestion is addressed via the project. (*Not applicable for ADA Transition Plans*)

**"Innovation"** - Refers to countermeasures being considered (roundabouts, flashing yellow arrow, j-turns, prismatic sheeting, etc.).

**"Implementation"** - Refers to the feasibility of the LPA following through with changes as a result of the project.

**"Value"** - Refers to the overall gain the project could offer compared to the total cost.

### **E. GENERAL COST ESTIMATE**

List the cost of the project components in the table provided below. Federal funds can reimburse 80 percent (up to \$12,000 per project) of the total project cost. Non-federal matching funds (at least 20%) may come from the LPA's resources or from a third-party donation to the LPA for cash, materials or labor.

Example #1:

Total Project Cost: \$20,000

Federal Funds:  $\$20,000 \times .80 = \$16,000$  BUT the max is \$12,000

LPA:  $\$20,000 \times .20 = \$4,000$  (Plus the overage of \$4,000 of the federal share) = \$8,000

Example #2:

Total Project Cost: \$5,000

Federal Funds:  $\$5,000 \times .80 = \$4,000$

LPA:  $\$5,000 \times .20 = \$1,000$

TASKS (surveying, traffic counts, conceptual report, final report, etc.)	TASK TOTAL	FEDERAL SHARE REQUEST (80% of project total, up to \$12,000 per project)	NON-FEDERAL MATCH (Project total – 80% of project total, at least 20%)
1.	\$		
2.	\$		
3.	\$		
4.	\$		
5.	\$		
PROJECT TOTAL	\$	\$	\$

### **F. PUBLIC INVOLVEMENT AND PARTNERSHIPS**

Describe the public involvement outreach activities the LPA has completed, or intends to complete, in order to gain support for this project. Also describe any partnerships that will be developed as a part of this project. Describe any anticipated opposition to the project and how that opposition will be addressed.

### **G. PAST EXPERIENCE**

Briefly describe the LPA's past experience with the implementation of similar projects. Include the experience level of the consultant, engineer, etc., if applicable.

## **H. PERSON IN RESPONSIBLE CHARGE**

23 CFR 635.105 states a Local Public Agency must provide a full time employee to be in “responsible charge” of a project receiving federal funds. The person in “responsible charge” of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services.

The person designated as being in “responsible charge” is expected to be a public employee who is accountable for a project. This person should be expected to be able to perform the following duties and functions:

- Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintains familiarity of day to day project operations, including project safety issues;
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

If your application is successfully awarded funding, designation of a person in responsible charge will be required prior to commencement of the TEAP project.

\_\_\_\_\_  
Sponsor signature

\_\_\_\_\_  
Date