

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**September 18, 2023**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Receipt Of Proposal For In-Fill Housing at 1029 and 1209 Concannon Street.
2. Purchase Agreement For 38 Acres In The Industrial Park.
3. Receipt Of Bids For A New Small Spreader And Small Plow For A New 1-Ton Truck.
4. Discussion Of Donation Of Parking Lots On W Rollins.
5. A Request To Approve The Probable Cost Estimate And Plan Drawing Of The New Fire Station With WSKF Architects.
6. A Request To Authorize The Moberly Fire Department To Purchase Battery Powered Extrication Tools Budgeted This Fiscal Year Through Dinges Fire Company.
7. A Request From Jeremy Kitchen To Hold The Annual 2023 Cowboys For Christmas Parade On November 4, 2023.
8. A Request From The Moberly VFW Post 2654 To Hold The 2023 Veteran's Day Parade On November 11, 2023.
9. A Discussion Regarding A Resolution Approving A Proposal From Vandevanter For 7 Bridges Road Pumping System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
10. A Discussion Regarding A Resolution Approving A Proposal From Veolia for Wastewater Treatment Plant UV System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
11. A Discussion Regarding A Resolution Approving The Moberly City Clerk As Authorized Representative For DNR Funding Applications And Authorizing The City Manager To Submit The Resolution To The Department Of Natural Resources.
12. Review Of A Telecommunication Service Contract For Moberly City Hall.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #1.

Department: Community Development

Date: September 18, 2023

**Agenda Item:** Receipt Of Proposal For In-Fill Housing at 1029 and 1209 Concannon Street.

**Summary:** Attached is the proposal that was received from J Mattison Development for the in-fill housing on 1029 Concannon and 1209 Concannon. These properties were on the advertisement that ran in the August 2, 2023, newspaper. Also attached are the agreements for the two (2) properties.

**Recommended Action:** Direct staff to bring forward to the October 2, 2023, 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	<b>Mayor</b>		
___ Staff Report	___ Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
___ Correspondence	___ Proposed Resolution	<b>Council Member</b>		
___ Bid Tabulation	___ Attorney's Report	M___ S___ <b>Lucas</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Kimmons</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Jeffrey</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Kyser</b>	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other <u>Proposal</u>		Passed	Failed

**STANDARD ABBREVIATIONS**

@	AT	LT.	LIGHT
#	POUND(S)	LIN.	LINEN
APROX.	APPROXIMATELY		
		MANUF.	MANUFACTURER
BASE.	BASEMENT	MAS.	MASONRY
B/T	BETWEEN	MAX.	MAXIMUM
BLK.	BLOCK	MTL.	METAL
BLK'G	BLOCKING	MIN.	MINIMUM
BD.	BOARD		
BRD.	BOARD	N.I.C	NOT IN CONTRACT
BOT.	BOTTOM		
BLDG.	BUILDING	O.C	ON CENTER
		O/C	ON CENTER
CAB.	CABINET	O.F.F	OFF FINISHED FLOOR
CLG.	CEILING	OPT.	OPTIONAL
CLR.	CLEAR	O.R.F.	OFF ROUGH FLOOR
CLOS.	CLOSET	O.S.B	ORIENTED STRAND BOARD
COL.	COLUMN	OTS.	OWNERS TO SELECT
COLS.	COLUMNS		
CONC.	CONCRETE	PG.	PAGE
CMU.	CONCRETE MASONRY UNIT	PAN.	PANTRY
C.U.	CONDENSER UNIT	PL.	PLATE
CONN.	CONNECTION	PLYWD	PLYWOOD
CONT	CONTINUOUS	POLY.	POLYETHYLENE
COVER'G	COVERING	PSF	POUNDS PER SQUARE FOOT
CS	CRAWL SPACE	PSI	POUNDS PER SQUARE INCH
		PRE-FAB	PREFABRICATED
DECO.	DECORATIVE		
DET.	DETAIL	R.	RESISTANCE
DIA.	DIAMETER	RE.	REFERENCE
DW.	DISHWASHER	REF.	REFRIGERATOR
DBL	DOUBLE	REINF.	REINFORCED
D.F.	DOUG FIR	R.A.	RETURN AIR
D.	DRYER	R.A.G.	RETURN AIR GRILLE
		REQ'D	REQUIRED
EA.	EACH		
ELEV.	ELEVATION	SCR.	SCREEN
ELVTR	ELEVATOR	SHLV'S	SHELVES
ENG.	ENGINEER	SHR.	SHOWER
		SST.	SIMPSON STRONG TIE
FT.	FEET	SP.	SOUTHERN PINE
F.F.L	FINISHED FLOOR LINE	SPECS	SPECIFICATIONS
FIN.	FINISHED	SPF	SPRUCE PINE FIR
F.C	FIRE CODE	SQ.	SQUARE
FLR.	FLOOR	S.F	SQUARE FOOTAGE
FTG.	FOOTAGE	STL.	STEEL
FOUND.	FOUNDATION	SYP	SOUTHERN YELLOW PINE
FR.	FREEZER		
		THK.	THICK
GA.	GAUGE	THK'S	THICKNESS
GALV.	GALVANIZED	TBD	TO BE DETERMINED
GYP.	GYPSUM	TR.	TRANSOM
		TYP	TYPICAL
HDR.	HEADER		
HVAC	HEATING, VENTING & AIR CONDITIONING	U.T.C	UNDER THE COUNTER
HGT.	HEIGHT	UTIL.	UTILITY
HORZ.	HORIZONTAL		
		VAN.	VANITY
		VERT.	VERTICAL
IN.	INCHES		
INCL.	INCLUDE	W.	WASHER
INSUL.	INSULATION	WH.	WATER HEATER
		WT.	WEIGHT
JT.	JOINT	WIN.	WINDOW
JST	JOIST	WM	WIRE MESH
JSTS	JOISTS	W	WITH
		WD.	WOOD



**RENDERING**  
FOR ILLUSTRATION ONLY

**NOTICE:**  
SOURCE ONE DESIGNS (S1D), HAS EXERCISED GREAT CARE AND EFFORT IN THE DEVELOPMENT OF THESE CONSTRUCTION DOCUMENTS. HOWEVER, DUE TO THE GREAT VARIANCE IN BUILDING CODES AND SITE SPECIFIC CONDITIONS, S1D, ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES, INCLUDING STRUCTURAL FAILURES RESULTING FROM ERRORS, OMISSIONS OR DEFICIENCIES IN THE DESIGN. S1D HIGHLY RECOMMENDS THAT THESE PLANS BE REVIEWED BY A LICENSED STRUCTURAL ENGINEER IN THE AREA OF CONSTRUCTION, IN ADDITION TO YOUR LOCAL BUILDING OFFICIALS PRIOR TO CONSTRUCTION. ADDITIONAL ENGINEERING MAY BE REQUIRED TO COMPLY TO SEISMIC, WIND, AND OTHER SPECIAL CONDITIONS REQUIRED BY LOCAL BUILDING CODES. ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO CONSTRUCTION. IF A FOUNDATION PLAN HAS BEEN INCLUDED IN THESE PLANS, IT IS GENERAL IN NATURE AND SHALL BE VERIFIED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

**CODE DISCLAIMER:**  
1. THESE PLANS WERE DESIGNED TO MEET IRC2015 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY THE LOCAL CODES OF COLUMBIA, MO. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.  
2. BEAMS & FLOOR JOISTS ARE NOT SIZED DUE TO THE MANY GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.  
3. ALL CEILING & FLOOR JOIST (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT SITE TO MEET THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOIST SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2015 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.  
4. ALL FOUNDATION AND FOOTING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.  
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.

**COPYRIGHT 2023 SOURCE ONE DESIGNS**  
DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, PREPARED BY SOURCE ONE DESIGNS (S1D) AND S1D'S CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THIS INCLUDES DOCUMENTS DOCUMENTS IN ELECTRONIC FORM. S1D AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. THE INSTRUMENTS OF SERVICE SHALL NOT BE USED BY THE OWNER FOR FUTURE ADDITIONS OR ALTERATIONS TO THIS PROJECT OR FOR OTHER PROJECTS, WITHOUT THE PRIOR WRITTEN AGREEMENT OF S1D. ANY UNAUTHORIZED USE OF THESE INSTRUMENTS OF SERVICE SHALL BE AT THE OWNERS SOLE RISK AND WITHOUT LIABILITY TO S1D AND ITS CONSULTANTS.

**GENERAL NOTES:**

THIS PLAN SET, COMBINED WITH THE BUILDING CONTRACT, PROVIDES BUILDING DETAILS FOR THE RESIDENTIAL PROJECT. THE CONTRACTOR SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES. CONTRACTOR SHALL BE RESPONSIBLE AND BEAR ANY FINES OR PENALTIES FOR CODE, ORDINANCE, REGULATION OR BUILDING PROCESS VIOLATIONS. INSURANCES SHALL BE IN FORCE THROUGHOUT THE DURATION OF THE BUILDING PROJECT.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS). ALL TRADES SHALL MAINTAIN A CLEAN WORK SITE AT THE END OF EACH WORK DAY.

PLEASE SEE ADDITIONAL NOTES CALLED OUT ON OTHER SHEETS.

OWNER: \_\_\_\_\_

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LEGAL: \_\_\_\_\_

FIRE DISTRICT: \_\_\_\_\_

WATER/SEWER: \_\_\_\_\_

STORM WATER PERMIT: \_\_\_\_\_

BUILDING PERMIT: \_\_\_\_\_

DESIGNER: \_\_\_\_\_

DESIGN CONSULTANT: \_\_\_\_\_

BUILDER: \_\_\_\_\_

SITE DISTURBANCE: \_\_\_\_\_

ENGINEERING: \_\_\_\_\_

PROJECT SUMMARY 1

SITE & DISTURBANCE PLAN 2

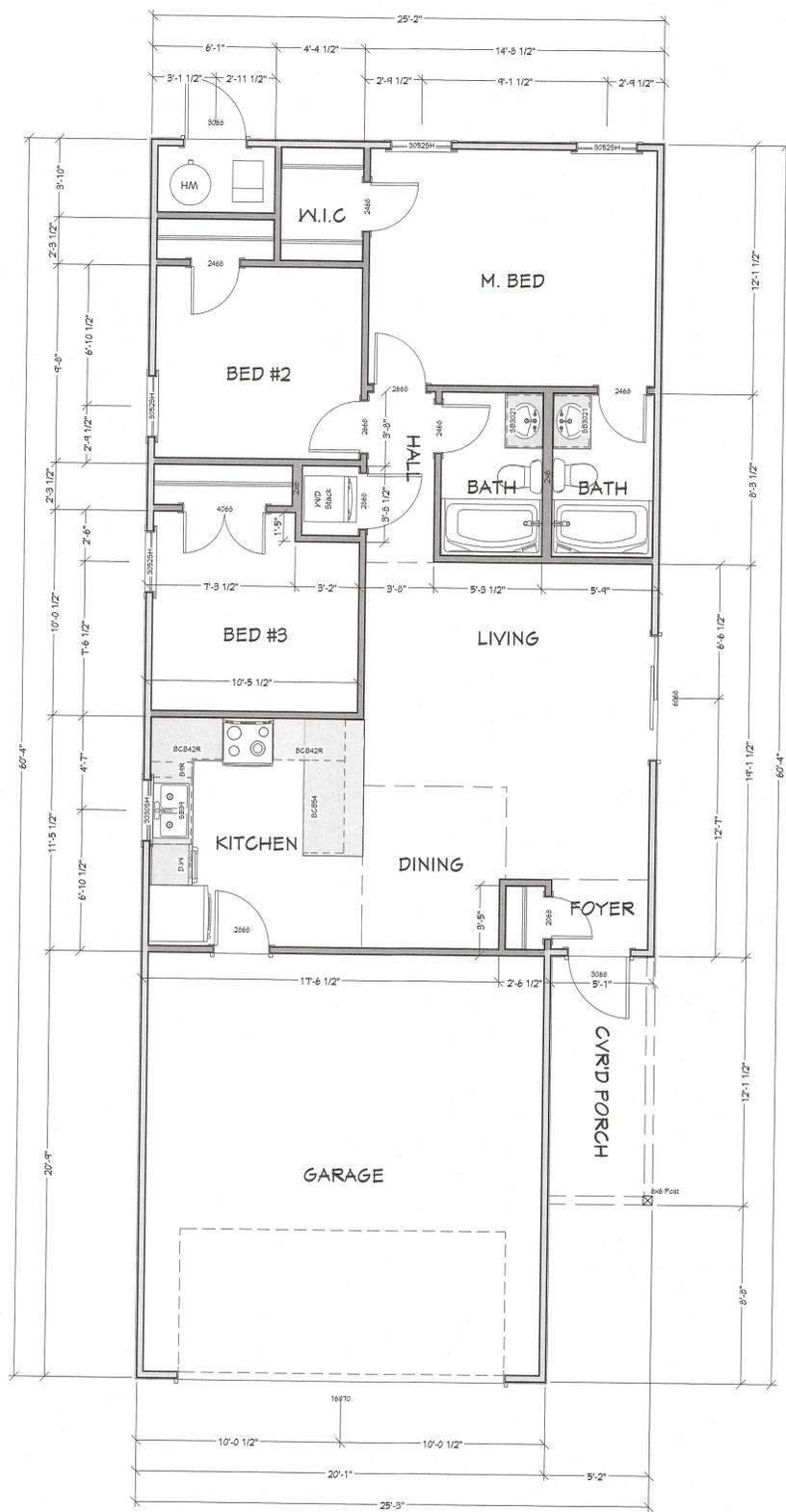
FOUNDATION PLAN 3

MAIN FLOOR PLAN 4

FRONT ELEVATIONS 5

SIDE ELEVATIONS 6

ROOF & FRAMING PLAN 7



LIVING AREA  
996 SQ. FT

**1ST FLOOR PLAN**

1/4"=1'

WALL  
LEGEND

**FLOOR PLAN NOTES:**

1. ALL EXTERIOR DIMENSIONS ARE TO THE FRAMING OR MAIN LAYER. DIMENSIONS TO OPENINGS ARE TO THE CENTER.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

**SOURCE ONE DESIGNS**  
 Ashland, MO 65010  
 513.268.7714 sourceonedesigns.com

FUTURE RESIDENCE FOR:  
 Trail Hawk  
 PLAN #: 266-23

**MAIN FLOOR PLAN**

SCALE @ 24" X 36"  
 Date: 8/2/2023  
 DRAWN BY: EJM

SHEET NUMBER  
**4**  
 SCALE: 1/4"=1'

## COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and J Mattison Development, a Missouri Limited Liability Company, having a business office at PO Box 142, Harrisburg Missouri, 65256 (the “Developer”).

### RECITALS

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

### AGREEMENT

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

### ARTICLE I. THE PROPERTY AND CONSTRUCTION

**Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.

**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots legally described as Lot Sixteen (16), Block Thirteen (13) of Barrow’s Addition of Moberly, Randolph County, Missouri or more commonly known as 1029 Concannon Street.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

**ARTICLE II.  
CONVEYANCE AGREEMENT**

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

**ARTICLE III  
BREACH**

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

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

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly  
Attention: Tom Sanders Moberly, Missouri 65270

Developer: J Mattison Development  
PO Box 142 Harrisburg, Missouri 65256

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

**Section 4.8. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

**CITY OF MOBERLY**

By: \_\_\_\_\_, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

Seal:

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

Seal:

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- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

### AGREEMENT

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**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots legally described as Lot Fourteen (14) and West Twenty Feet (20’), Block Twenty-Five (25) of Barrow’s Addition of Moberly, Randolph County, Missouri or more commonly known as 1209 Concannon Street.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

**ARTICLE II.  
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**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

### ARTICLE III BREACH

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

### ARTICLE IV MISCELLANEOUS PROVISIONS

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

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	J Mattison Development PO Box 142	Harrisburg, Missouri 65256

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

**Section 4.8. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

**CITY OF MOBERLY**

By: \_\_\_\_\_, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

Seal:

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

Seal:

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #2.

Department: Community Development

Date: September 18, 2023

**Agenda Item:** Purchase Agreement For 38 Acres In The Industrial Park.

**Summary:** This is a donation of the 38 acres of land in the northern portion of the Moberly Industrial Park from the Moberly Holding Company to the City of Moberly to be counted as match for its appraised value of \$530,000 as part of an Industrial Site Grant to complete the extension of roadways within the Moberly Industrial Park.

**Recommended Action:** Direct staff to bring forward to the October 2, 2023, regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<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>Lucas</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other Agreement		Passed	Failed

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”), is made and entered into this \_\_\_\_\_ day of September, 2023, (the “**Effective Date**”), by and between the CITY OF MOBERLY, MISSOURI, a political subdivision of the State of Missouri, with a principal address of 101 W. Reed Street, Moberly, Missouri 65270 (“**Purchaser**”) and MOBERLY HOLDING COMPANY, a Missouri nonprofit corporation having principal offices at 115 N. Williams Street, Moberly, Missouri 65270 (“**Seller**”).

### WITNESSETH:

For and in consideration of One Dollar and no cents (\$1.00) payable by Purchaser to Seller as provided below (the “**Purchase Price**”), Seller agrees to sell and Purchaser agrees to buy certain real property consisting of approximately 38 acres of land known as Lots 2, 3A, 3B, and 4 of the Moberly Area Industrial Park located in the City of Moberly, Randolph County, Missouri, having the following Randolph County Assessor parcel numbers:

07-6.0-23.0-0.0-000-015.001,  
07-6.0-24.0-0.0-000-007.001,  
07-6.0-24.0-0.0-000-007.000,  
07-6.0-24.0-0.0-000-011.000, and  
07-7.0-25.0-2.0-000-008.001;

said parcels also being depicted on the aerial photo/map attached as **Exhibit 1** hereto (collectively, the “**Property**”), together with all rights and improvements and fixtures therein and thereon, subject to exceptions for easements and any other matters of record (collectively, the “**Property**”). The legal description for the Property to be used in the conveyance contemplated in this Agreement shall be developed by the Title Company (defined below) and approved by the Seller, such approval not to be withheld unreasonably.

**1. Payment of Purchase Price.** The Purchase Price shall be the sum of one dollar (\$1.00) to be payable by Purchaser to Seller on or before the Closing Date (as hereinafter defined) as provided in this Agreement.

**2. Closing Date; Place of Closing.** The purchase and sale of the Property shall be closed (“**Closing**”) on a date specified by Purchaser which shall be within thirty (30) days of the Effective Date unless a later date is selected by Purchaser and agreed to by Seller (“**Closing Date**”). Closing shall be held at a title company selected by Purchaser (the “**Title Company**”) having an office in Randolph County, Missouri or such other place as the parties may mutually agree.

**3. Events of Closing.** At Closing:

**(a)** Purchaser shall cause to be delivered to Seller the Purchase Price, adjusted as hereinafter provided;

(b) Seller shall transfer and convey all of Seller's right, fee title and interest in the Property by Special Warranty Deed in such form as reasonably required by the Purchaser, free and clear of all tenancies, liens, and encumbrances other than those created by this Agreement, or that are set forth in any title commitment obtained by the Purchaser; and

(c) Seller and Purchaser shall execute and deliver customary affidavits and such other reasonable documents as may be required by the Title Company conducting the Closing and Seller and Purchaser shall each deliver to the other such other documentation as is reasonably requested by such party.

Closing shall be through an escrow, with the Title Company acting as escrowee. Possession shall be as of the Closing Date.

**4. Expenses.** Other than as expressly provided elsewhere in this Agreement, Purchaser shall pay all closing costs imposed by the Title Company. Purchaser shall also pay the fees and costs of counsel for the Seller as well as the Purchaser, to be paid outside of closing. Purchaser shall assume full responsibility for real estate tax liability, if any, on and after the Closing Date.

**5. Title Insurance.** Purchaser may at Purchaser's expense, obtain a current commitment for title insurance (a "**Title Commitment**") in the amount of the Purchase Price or at such other amount reasonably determined by Purchaser and the Title Company, and final policy thereafter, each in a form and substance reasonably acceptable to Purchaser, showing merchantable title subject only to the following permitted exceptions: (a) all taxes and special assessments credited to Purchaser at Closing, if any; (b) building and building line, use, and occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances; (d) easements for the use of public utilities; (e) public roads and highways; (f) drainage ditches, feeders and laterals (collectively, "**Permitted Exceptions**"). None of these exceptions shall be considered Permitted Exceptions if they are violated by existing improvements or the present use of the Property. In the event that Purchaser is not satisfied with the results of the Title Commitment (other than Permitted Exceptions), Purchaser shall, on or before the date which is ten (10) days prior to the Closing Date, provide Seller with any written objections to the results of the Title Commitment and the condition of title to the Property. Seller shall thereafter have the right but not the obligation to cure all such objections and to give written notice of such cure to Purchaser prior to the Closing Date. If Seller fails to or elects not to cure any such objections or fails to give notice of such cure to Purchaser within said period, Purchaser may terminate this Agreement by providing Seller with written notice of termination as of the Closing Date and if Purchaser does not terminate this Agreement within such period, Purchaser shall be deemed to have waived Purchaser's written objections. If Purchaser terminates this Agreement in accordance with this Paragraph 5, neither party shall have any further rights or obligations hereunder or otherwise and this Agreement shall be terminated.

**6. Real Estate Brokers.** Seller and Purchaser hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. Seller and Purchaser each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless

shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

**7. Condition of Property.**

(a) Purchaser acknowledges that Purchaser is relying solely on the results of Purchaser's inspections and evaluations of the Property, if any, performed by or on behalf of Purchaser, rather than any representation of Seller or Seller's agents in connection with Purchaser's negotiations or discussions with Seller.

(b) THE PROPERTY IS BEING SOLD IN "AS IS/WHERE IS" CONDITION WITH ALL FAULTS. SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE PROPERTY.

(c) Seller agrees that, for a period of fourteen (14) days following the Effective Date, the Purchaser, or the Purchaser's designated agent(s), shall have full access to the Property during normal business hours, including the right, at Purchaser's own risk, cost and expense, to enter upon the Property for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies, including environmental studies, as Purchaser may desire. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all losses, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs and litigation expenses) which Seller may suffer, sustain, or incur in connection with or arising from any such entry of the Property, and such obligations of Purchaser will survive Closing and any termination of this Agreement. In the event Purchaser does not purchase the Property, Purchaser shall, at its expense, promptly restore the Property to its prior condition to the extent of any changes made by its agents or representatives. If Purchaser is not satisfied for any reason whatsoever with any results of the tests, investigations and studies performed pursuant to this paragraph, Purchaser shall provide a copy of such results to Seller within ten (10) days of the completion of Purchaser's inspections of the Property and specify any corrective action sought by Purchaser. If Purchaser and Seller cannot reach a mutual agreement regarding a resolution of the corrective action sought by Purchaser, then Purchaser shall have the right to immediately terminate this Agreement by providing written notice of such termination to Seller. In such event, no party shall have any liability hereunder, except as otherwise provided herein.

(d) The parties acknowledge that this Agreement is being entered into based upon the premise that no financing liens are in place with respect to the Property. In the event that the Title Commitment or any other source reveals the existence of a valid financing lien for the Property or any portion thereof, Purchaser shall notify Seller of same, and either party shall have the right to terminate this Agreement by providing written notice of such termination to the other party.

**8. Risk of Loss.** In the event the Property, or any portion thereof, is destroyed or substantially damaged by fire, other casualty, or any other cause or subject to eminent domain before the Closing Date, Purchaser may, at Purchaser's option and by prompt written notice to Seller, either (a) terminate this Agreement; or (b) declare that this Agreement shall continue in full force and effect without reduction in the Purchase Price, and Seller shall assign to Purchaser, at

Closing, all of its interest in insurance claims and condemnation proceeds payable as a result of said damage.

**9. Default.** In the event of any default hereunder by Purchaser, and provided Seller is not then in default in the performance of Seller's obligations hereunder, Seller may, after having given Purchaser five (5) days written notice and opportunity to cure, enforce the specific performance of this Agreement for default of this agreement. In the event of any default hereunder by Seller, which is not cured within the time periods set forth herein, Purchaser may cancel this Agreement and, thereupon, Seller and Purchaser shall have no further liability to the other under this Agreement or otherwise, or Purchaser may enforce the specific performance of this Agreement.

**10. Seller's Covenants, Representations and Warranties.** Seller covenants, represents and warrants that, as of the Effective Date and the Closing Date:

(a) Seller has full and lawful right and authority to execute and deliver this Agreement and no other consents or approvals are required to consummate the transactions contemplated hereunder;

(b) Seller owns good fee simple marketable title to the Property;

(c) To the best of Seller's knowledge there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property;

(d) To the best of Seller's knowledge, there are no violations of any federal, state or local law, code, ordinance, rules, regulation or requirement affecting the Property;

(e) To the best of Seller's knowledge, the Property was at no time used for the dumping, disposal, storage, generation, release, transportation, spilling, emission or handling of Hazardous Wastes as defined in 42 U.S.C. §6901 - §6987, Hazardous Substances as defined in 42 U.S.C. §9601, toxic substances, asbestos, or petroleum and/or petroleum by-products; to the best of Seller's knowledge there are no, nor have there ever been any, above-ground or underground storage tanks on the Property;

(f) To the best of Seller's knowledge, there are no conditions on the Property which are materially violative of any applicable Environmental Laws, and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Property for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of a violation of applicable Environmental Laws;

(g) To the best of Seller's knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof, except to the extent that certain Farm Lease Agreement entered into by the Purchaser and Seller, as lessors, and Larry Sander, as lessee, dated April 5, 2021, and any amendments thereto, applies to the Property.

(h) There are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property;

(i) Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and are therefore exempt from the withholding requirements of said section;

(j) To the best of Seller’s knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property;

As provided in this Paragraph 10, Purchaser’s obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Effective Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing. For purposes of this Paragraph 10 the term “Environmental Laws” shall mean and include the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), any state super-lien and environmental clean-up statutes and all other applicable federal, state and local environmental laws, including obligations under the common law, ordinances, rules, regulations and publications, and any other legal requirements, now or hereafter existing relating to the pollution and protection of the environment, the preservation or reclamation of natural resources, the management or release of Hazardous Substances, or to human health or safety; the term “Hazardous Substances” shall mean shall mean: (i) those substances (whether solid, liquid or gas), included within the definitions of or identified as “hazardous substances”, “hazardous materials”, or “toxic substances” in or pursuant to, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), the Resource Conservation and Recovery Act of 1976 (42 U.S.C., § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or in the regulations promulgated pursuant to said laws, all as amended; (ii) those substances listed in the United States Department of Transportation Table (40 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any material, waste, substance, pollutant or contamination which is or contains (A) petroleum, its derivatives, by-products and other hydrocarbons, including crude oil or any fraction thereof, natural gas, or synthetic gas usable for fuel or any mixture thereof, (B) asbestos and/or asbestos-containing materials in any form that is or could become friable, (C) polychlorinated biphenyls, (D) flammable explosives, (E) infectious or medical waste, or (F) radioactive materials; and (iv) such other substances, materials, wastes, pollutants and contaminants which are or become regulated as hazardous, toxic or “special wastes” under applicable local, state or federal law, or the United States government, or which are classified as hazardous, toxic or as “special wastes” under any Environmental Laws.

**11. Cooperation Agreement; Future Proceeds from Sale of Property.**

(a) The parties acknowledge they entered into a certain Cooperative Agreement for Industrial Land Sales and Development dated November 19, 2019 (“Cooperative Agreement”), pertaining to land that includes at least a portion of the Property. This Agreement shall supersede the Cooperative Agreement, and the parties hereby agree that, upon Closing, the Cooperative Agreement shall have no further application to the Property.

(b) In the event that Purchaser sells the Property or any portion thereof to a third party in the future, Purchaser agrees to designate the net proceeds from such sale that are attributable to any part of the Property to be applied to economic development activities that are mutually agreed upon between Purchaser and Seller. The parties agree that, upon request of either party, they shall promptly meet and confer to attempt to reach an agreement on one or more specific development activities that would satisfy this provision. The parties further agree that the provisions of this Paragraph 11(b) shall survive Closing, and that Seller shall have the option of recording a Memorandum of Agreement reflecting the existence of these provisions in the office of the Recorder of Deeds for Randolph County. The form of such Memorandum of Agreement shall be substantially in the form of **Exhibit 2** attached hereto, or such other form as the parties may mutually agree upon.

**12. Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified, registered or overnight mail, return receipt requested, by overnight courier, or by personal delivery, shall be deemed to have been validly served, given or delivered immediately when delivered in person or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to Seller:

Moberly Holding Company  
115 N. Williams St.  
Moberly, Missouri 65270  
Attn: Administrator

with a copy to:

Greg H. Dohrman, Esq.  
Cunningham, Vogel & Rost, P.C.  
3660 S Geyer Road, Suite 340  
St. Louis, Missouri 63127

If to Purchaser:

City of Moberly, Missouri  
Attn: City Manager  
101 W. Reed St.  
Moberly, Missouri 65270

with a copy to:           Randall Thompson, Esq.  
                                   City Attorney  
                                   101 W. Reed St.  
                                   Moberly, Missouri 65270

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Five (5) days written notice thereof.

**13.    Farm Lease.**

The parties agree to cooperate to modify the Farm Lease dated April 5, 2021 described in Paragraph 10 above as may be needed and to notify the lessee of the conveyance contemplated herein and any necessary adjustments to lease payments to be made. The parties further agree that as to any lease payments to be made for the calendar year 2023 under said lease, the lessee's payments shall be made based upon the current state of ownership of the property subject to said lease, and that any payments made for calendar year 2024 and beyond shall be adjusted to reflect any change in ownership.

**14.    Mutual Cooperation.**

The parties agree to take such actions, including the execution and delivery of such documents, instruments, and certifications, as may be reasonably necessary to carry out the terms, provisions, and intent of this agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions, and intent.

**15.    Miscellaneous.**

(a)    The paragraph headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both parties.

(b)    This Agreement shall not be assignable by either party without prior written consent of the other party.

(c)    This Agreement constitutes the entire understanding between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties hereto.

(d)    This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

(e) Time is of the essence of this Agreement.

(f) This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Purchaser and Seller have caused this Agreement to be executed in their respective names as of the date first above written.

**PURCHASER:**

CITY OF MOBERLY, MISSOURI

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

ATTEST:

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

**SELLER:**

MOBERLY HOLDING COMPANY

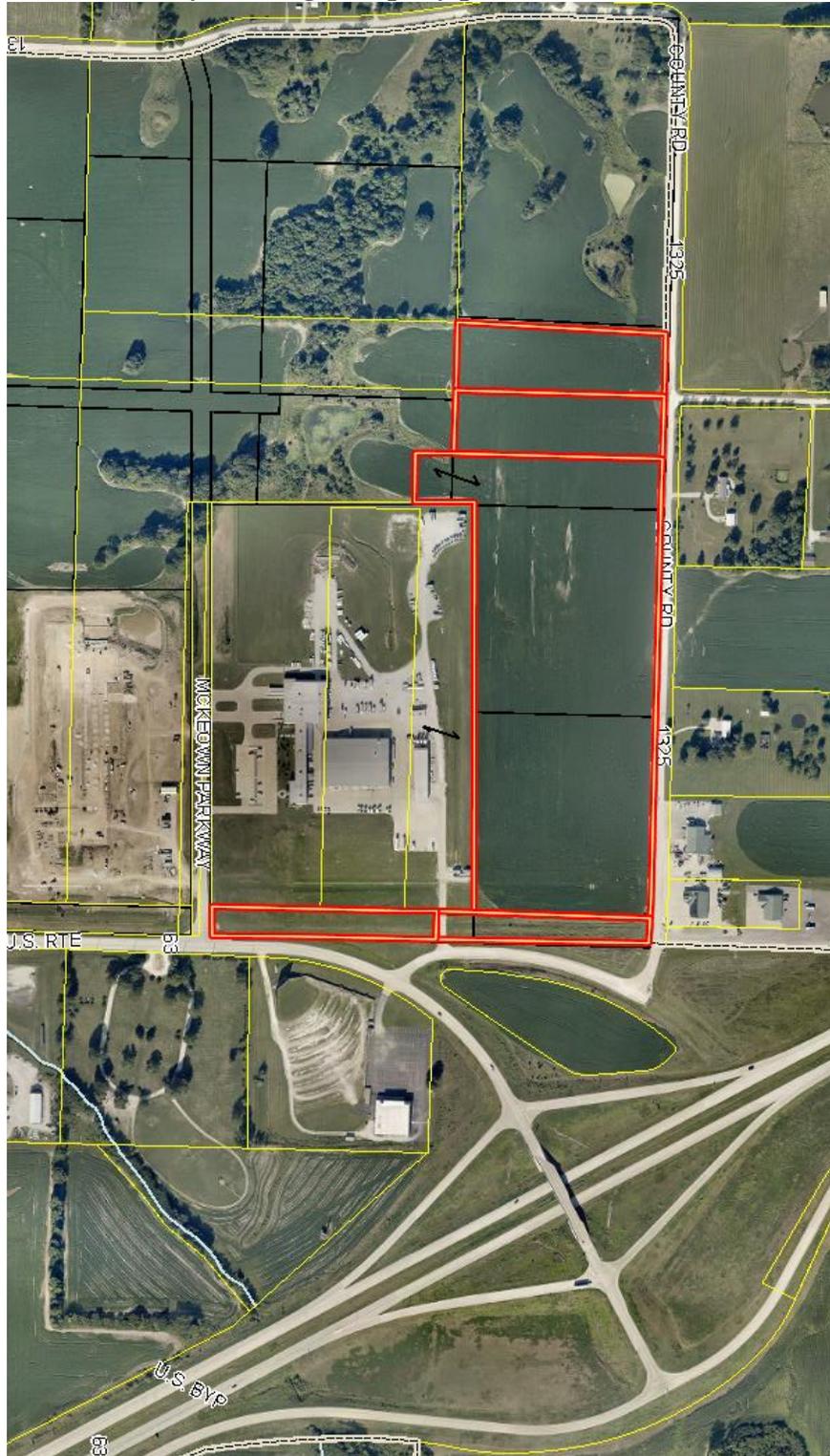
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT 1**

**Aerial Photo/Map of Moberly Area Industrial Park  
(Moberly Holding Company parcels outlined in red)**



**EXHIBIT 2**

**Form of Memorandum of Agreement  
(attached on following pages)**

*FORM ONLY – DO NOT SIGN*

---

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: MEMORANDUM OF AGREEMENT

DATE OF DOCUMENT: \_\_\_\_\_

GRANTOR(S): CITY OF MOBERLY, MISSOURI  
101 W. REED ST.  
MOBERLY MO 65270

GRANTEE: MOBERLY HOLDING COMPANY  
115 N. WILLIAMS ST.  
MOBERLY MO 65270

PROPERTY ADDRESS: N/A

PARCEL NOS #: 07-6.0-23.0-0.0-000-015.001, 07-6.0-24.0-0.0-000-007.001,  
07-6.0-24.0-0.0-000-007.000, 07-6.0-24.0-0.0-000-011.000,  
07-7.0-25.0-2.0-000-008.001

CITY/MUNICIPALITY: CITY OF MOBERLY, MISSOURI

LEGAL DESCRIPTION: See Exhibit A, attached on page 5

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “Memorandum”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Moberly, Missouri, Grantor(s), and the Moberly Holding Company, a Missouri nonprofit corporation, Grantee (hereinafter referred to as the “Company”), whose address is: 115 N. Williams Street, Moberly, Missouri 65270.

WHEREAS, Grantor and Grantee have entered into a certain Purchase and Sale Agreement (“Agreement”) pertaining to real property being located in Randolph County, Missouri as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Agreement includes certain provisions binding upon Grantor that will survive closing and recording of a deed to the Property vesting title to the Grantor, and the parties desire to evidence the Agreement in the real property records of Randolph County, Missouri, by recording this Memorandum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby state as follows:

1. Notice is hereby given that Grantor and Grantee have executed a Purchase and Sale Agreement, the terms of which provide that in the event that Grantor sells the Property or any portion thereof to a third party in the future, Grantor agrees to designate the net proceeds from such sale that are attributable to any part of the Property to be applied to economic development activities that are mutually agreed upon between Grantor and Grantee. The Agreement constitutes a lien on the Property and binds the successors and assigns of the Grantor until fulfilled or released.
2. This Memorandum is subject to all conditions, terms and provisions of the Agreement, which agreement is hereby adopted and made a part hereof by reference to the same extent and in the same manner as if all the provisions thereof were copied herein in full.
3. In the event of a conflict between the terms of the Agreement and this Memorandum, the Agreement shall prevail. Reference is made to the Agreement for a complete description of all matters referenced in this Memorandum. Grantor agrees that a copy of the Agreement will be kept on file at the office of the City Clerk for the City of Moberly, Missouri.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum effective as of the date first written above.

**GRANTOR:**

CITY OF MOBERLY, MISSOURI

By:     /FORM ONLY-DO NOT SIGN    

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

ATTEST:

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

**GRANTEE:**

MOBERLY HOLDING COMPANY

By:     /FORM ONLY-DO NOT SIGN    

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

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF MISSOURI )  
 ) SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned notary, personally appeared \_\_\_\_\_, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_ for the City of Moberly, a municipal corporation of the State of Missouri.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF MISSOURI )  
 ) SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned notary, personally appeared \_\_\_\_\_ (name of document signer), personally known to me [OR proved to me through identification documents, which were \_\_\_\_\_] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as \_\_\_\_\_[title] for Moberly Holding Company, a corporation.

\_\_\_\_\_  
Notary Public

SEAL:

My Commission Expires:

**EXHIBIT A**  
**Legal Description**

[to be developed]

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: September 18, 2023

WS #3.

**Agenda Item:** Receipt Of Bids For A New Small Spreader And Small Plow For A New 1-Ton Truck.

**Summary:** This is a Sourcewell Contract Bid. The bid is attached.

**Recommended Action:** Please direct staff to bring the item forward to the regular October 2, 2023, City Council for final approval.

**Fund Name:** Street CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 252,675.97

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



Seller: Knapheide Truck Equipment Co.  
 6603 BUSINESS 50 WEST  
 JEFFERSON CITY, MO 65109  
 www.knapheide.com

**QUOTE:**  
**147971-2**  
 Quote Expiration:  
 10/08/2023

**Contact(s): Dan Ranabargar (Outside Sales)**  
 dranabargar@knapheide.com  
 5736599965

*Sourcewell Contract # 062222-DDY*

**Customer Information:**

**Customer:** City Of Moberly Public Works  
**ID:** 67061  
**Address:**

**Phone:**  
**Contact:** Tim G  
**Email:** timg@cityofmoberly.com

**Terms:** Due Upon Receipt  
**Bid Spec:**

Description: City of Moberly

**Quote Information:**

**Customer Request Date:**  
**Quote Completed Date:**  
**# of Units:** 1

**Delivery Information:**

Total Price Includes F.O.B.: Your Plant

Shlp Via:

**Vehicle Information:**

**Make:** Ford  
**Chassis Type:** Chassis Cab  
**Rear Axle Type:** SRW  
**Fuel Type:** Gas  
**GVWR:** 10900

**Model:** F-350  
**Cab Type:** Regular  
**Drivetrain:** 4x4  
**Transmission Type:** Auto

**Year:** 2023  
**Cab to Axle:** 60  
**Engine Size:** 7.3  
**Wheelbase:** 145

Item	Description	Quantity	Unit Price	Total
PACKAGE	Western 8'-6" Snow Plow	1.00	8,405.00	8,405.00
PACKAGE	Western Marauder Stainless Steel Spreader 2.2 cu yard Electric driven	1.00	6,830.00	6,830.00
35462967	Western Marauder Spreader Stainless Steel 2.2 cu yd AUGER ELECTRIC	1.00		
35005294	CUP HOLDER CONTROL MOUNT	1.00		
35005295	SPRDR CNTRL ADPTR CUP HOLD MT	1.00		
35557689	Install Hopper Spreader / Sprayer	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			<b>Subtotal:</b>	<b>\$15,235.00</b>
			<b>Total:</b>	<b>\$15,235.00</b>

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Snow PLOW Deflector	Yes / No	250.00	250.00
PACKAGE	Western PULLOVER TARP KIT Protect de-icing material from the elements and lock out moisture to prevent material bridging with a pullover tarp. Fitted to the hoppers dimensions, the tarp features reinforced corners and potential wear points, cutouts to prevent interference with WESTERN Strobe and Worklight brackets, and a cutout for the new Rearview Material Monitoring Camera and mounting bracket. Comes standard with durable, rubber bungees for simple and secure install and removal.	Yes / No	615.01	615.01
PACKAGE	Western LED WORK LIGHT KIT (PRIMARY) A genuine WESTERN® LED Work Light system will grant you increased visibility at the rear of your spreader. Encased in anodized aluminum, and rated beyond -20° F, this LED Work Light system projects over 1000 lumens to help you monitor material distribution and illuminate potential hazards while backing up.	Yes / No	130.58	130.58



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #4.

Department: Public Works

Date: September 18, 2023

**Agenda Item:** Discussion Of Donation Of Parking Lots On W Rollins.

**Summary:** Matt Brownfield has a couple of parking lots on Rollins that he is willing to donate to the City, however they need some repair and rework for best layout of parking as one lot. I have gotten a formal bid from Capital Paving to reconstruct/repair the two lots and had McClure draft some optional layouts for parking configuration.

The West lot, while not terrible, has some underlying issues and the center median needs to come out for best layout. We would also need to rework the multiple entry points along Rollins. The West lots needs total tear out and replacement, and the full repairs for both would be extensive. Capital's price of \$180,000 seems excessive and I am trying to get a firm price for concrete at this time. Either way, it will likely exceed \$100,000 for all the necessary work/stripping.

**Recommended Action:** Direct staff to bring forward to the regular October 2, 2023 City Council for final approval.

**Fund Name:** Street CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 252,675.97

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



YELLOW \$15K TO \$30K FOR REPAIR OVERLAY  
RED \$35K TO \$45K TEAR OUT REPLACE W/CONCRETE

PROJECT NO. 20201117  
DRAWN BY DWIGHT COOPER  
DATE 08/16/2020

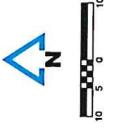
REVISIONS  
NO. DATE  
1 08/16/2020

PRELIMINARY  
NOT FOR CONSTRUCTION

NOTICE: Each of the notices...  
McClure Construction Co., Inc.  
Columbia, MO



Address: 1111 Center Ave. A  
Columbia, MO 65201  
North Liberty Ave. A  
Mason, MO 65209  
North Kansas City, MO  
Columbia, MO



OPTION A  
35 PARKING STALLS





1/2 [Icons] Close



3600 Interstate Dr. SE Suite A  
Columbia, MO 65201  
Phone: (573) 449-0886

<b>To:</b>	City Of Moberly	<b>Contact:</b>	
<b>Address:</b>	131 W. Reed Moberly, MO 65209	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	City Of Moberly 2024 Budget Lots	<b>Bid Number:</b>	
<b>Project Location:</b>		<b>Bid Date:</b>	8/31/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	210005	Red Lot- Remove And Replace 10" 6" Base Rock And 4" Asphalt	495.00	SY	\$102.00	\$79,890.00
	210005	Yellow Lot- 2" Overlay	1,140.00	SY	\$26.00	\$29,640.00
	210005	Blue Lot- Remove And Replace 10" 6" Base Rock And 4" Asphalt	785.00	SY	\$102.00	\$80,070.00
<b>Total Bid Price:</b>						<b>\$180,600.00</b>

**Notes:**

- ~~Budget Number for 2024.~~

Red Lot- Approximately 495 SY, remove 10" in depth. Replace with 6" of rock and 4" of asphalt.

Yellow Lot- approximately 1140 SY, overlay with 2" of asphalt. Butt Cuts/Beers included.

Blue Lot- approximately 785 SY, remove 10" in depth. Replace with 6" of rock and 4" of asphalt.

Priced with prevailing wage order 30 Randolph County and taxes excluded.

- Asphalt paving work must be complete prior to November 1st with temperatures at or above 50 degrees F. Capital will not perform asphalt paving after that date or when temperatures fall below the 50-degree F. minimum.

All items are tied as quoted. Please call before splitting items.

Quoted prices assume GC selects YES on both AC and Fuel Adjustment factors in bid to MoDOT.

Quoted prices includes supply and placement of asphalt pavement ONLY. Unless specifically stated above, prices exclude subgrade preparation, base rock placement, under-drainage, incidental shoulder rock, concrete curb and gutter, finish grading, batters, and shouldering. Pricing assumes all excluded work is performed by others prior to Capital mobilizing to the project. Additional mobilization cost will be charged to GC if Capital is requested to mobilize and subgrade or base rock below asphalt pavement is unsatisfactory upon



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #5.

Department: Fire

Date: September 18, 2023

**Agenda Item:** A Request To Approve The Probable Cost Estimate And Plan Drawing Of The New Fire Station With WSKF Architects.

**Summary:** Requesting Approval Of The Cost Estimate And Plan Drawing Of The New Fire Station With WSKF Architects.

**Recommended**

**Action:** Approve this request for progressing the new fire station project.

**Fund Name:** ARPA Funds

**Account Number:** N/A

**Available Budget \$:** \$0.00

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

**Moberly Fire Station #1**  
Statement of Probable Cost

WS #5.

WSKF Architects  
110 Armour Road  
N. Kansas City, MO 64116

Div	Item/Material	Unit Cost So. Jackson	Unit Cost Adjusted	No. of Units	Unit Value	Item Total	Comments	Subtotal
<b>1 - GENERAL REQUIREMENTS</b>								
	General Conditions	\$ 14,000	\$ 14,000	10	mo	\$ 140,000	10 Mo. Supervision, Insur., Constr. Utilities, Etc.	
	Earthwork & Landscaping	\$ 18.4	\$ 13.8	7,500	sf	\$ 103,275	Subgrade, grading, finish grading, landscaping	
	Utilities	\$ 23.22	\$ 15.00	7,500	sf	\$ 112,500	Building Utility Services	
	Site Concrete	\$ 27.50	\$ 22.55	7,500	sf	\$ 169,125	Concrete drives and pavement	
	Building concrete	\$ 16.78	\$ 16.78	7,500	sf	\$ 125,850	Foundation and 4" & 8" slabs	
	Masonry	\$ 14.74	\$ 3.25	7,500	sf	\$ 24,400	8" CMU at app bay support, brick wainscot	
	Structural Steel Framing	\$ 1.75	\$ 1.75	7,500	sf	\$ 13,125	Misc. steel, support, bollards	
	PEMB	\$ 51.00	\$ 45.00	7,500	sf	\$ 337,500	Metal building, siding, insulation	
	Framing, Drywall & Finishing	\$ 40.13	\$ 30	7,500	sf	\$ 225,000	Interior/Exterior mtl. framing and drywall	
	Thermal & Moisture Protection	\$ 3.37	\$ 2.50	7,500	sf	\$ 18,750	Misc. insulation & air barrier	
	Alum. Storefront & Hardware	\$ 4.77	\$ 4.77	7,500	sf	\$ 35,775	Exterior windows & doors	
	Doors, Frames & Hardware	\$ 12.60	\$ 12.60	7,500	sf	\$ 94,500	Interior doors, frames and hardware	
	Painting	\$ 3.73	\$ 3.73	7,500	sf	\$ 27,975	Interior/Exterior painting	
	Casework, Flooring & Tile	\$ 15.62	\$ 15.62	7,500	sf	\$ 117,150	Interior finishes	
	Specialties	\$ 5.54	\$ 5.54	7,500	sf	\$ 41,550	Lockers, toilet accessories, fire cabinets, signs, etc	
	Fire Suppression	\$ 6.31	\$ 6.31	7,500	sf	\$ 47,325	Sprinklers and service line	
	Plumbing	\$ 24.00	\$ 24.00	7,500	sf	\$ 180,000	Plumbing	
	HVAC	\$ 24.25	\$ 24.25	7,500	sf	\$ 181,875	HVAC - split systems - whole bay filtration	
	Low Volt, Access Control & Data	\$ 8.37	\$ 5.00	7,500	sf	\$ 37,500	Low voltage systems	
	Electrical	\$ 41.00	\$ 32.00	7,500	sf	\$ 240,000	Electrical, fire alarm	
<b>Totals</b>								
	Subtotal							\$ 2,273,175
	Builder's Fee	\$ 136,391		1		\$ 136,391	6%	\$ 136,391
	Performance-Payment Bonding	\$ 28,915		1		\$ 28,915	1.2%	\$ 28,915
	Contingency	\$ 243,848.03		1		\$ 243,848	10%	\$ 243,848
<b>TOTAL ESTIMATED COST - CONSTRUCTION</b>								\$ 2,682,328
<b>COST PER SQUARE FOOT</b>								\$ 356.93
<b>FFE</b>								
	Furniture	\$ 25,000						
	Fixtures/Appliances	\$ 9,000						
	Total FFE							\$ 34,000.00
<b>FEES</b>								
	Civil @1.7%	\$ 45,600						
	Arch @5%	\$ 134,116						
	Struct @.75%	\$ 20,117						
	MEP @2%	\$ 53,647						
	Total Fees		9.45%					\$ 253,480.03
<b>TOTAL ESTIMATED COST - FEE + FFE</b>								\$ 2,970,165.27

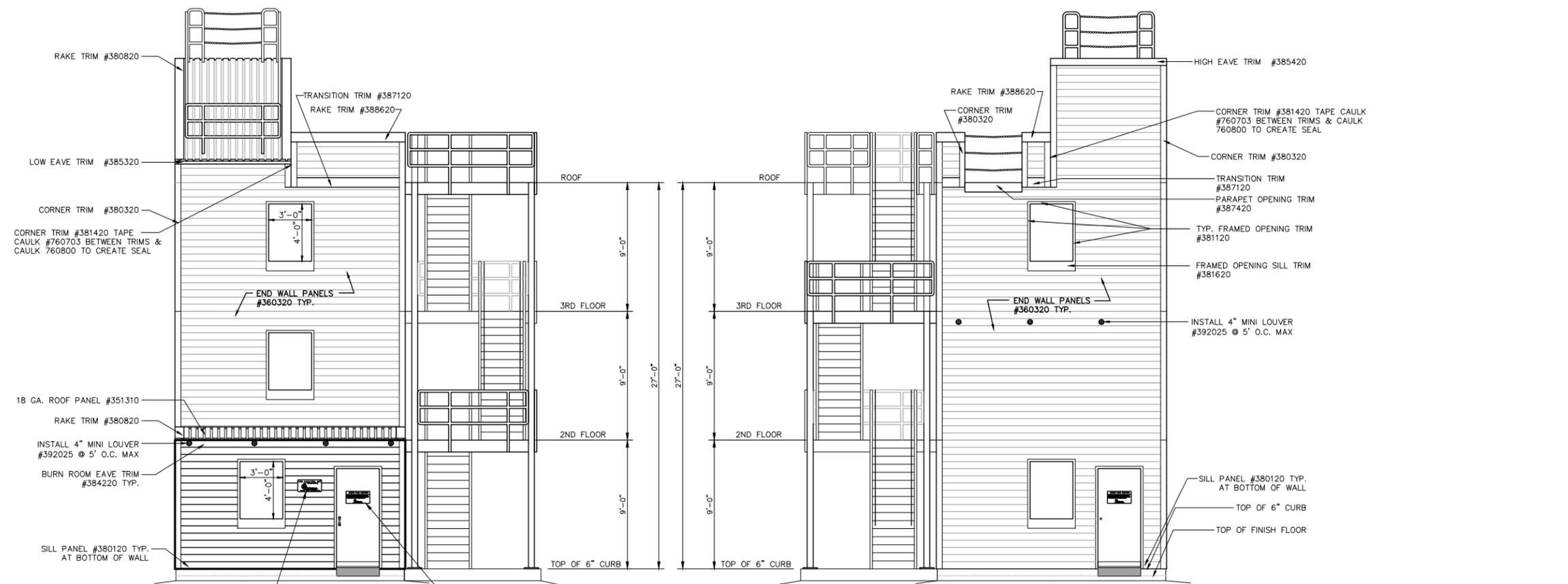
Notes:

1. Costs are based on similar fire station project completed in 2023.
2. FFE costs are preliminary and may vary significantly depending on the scope of FFE items.
3. FEES shown are preliminary estimated fee and final fees have not been determined.









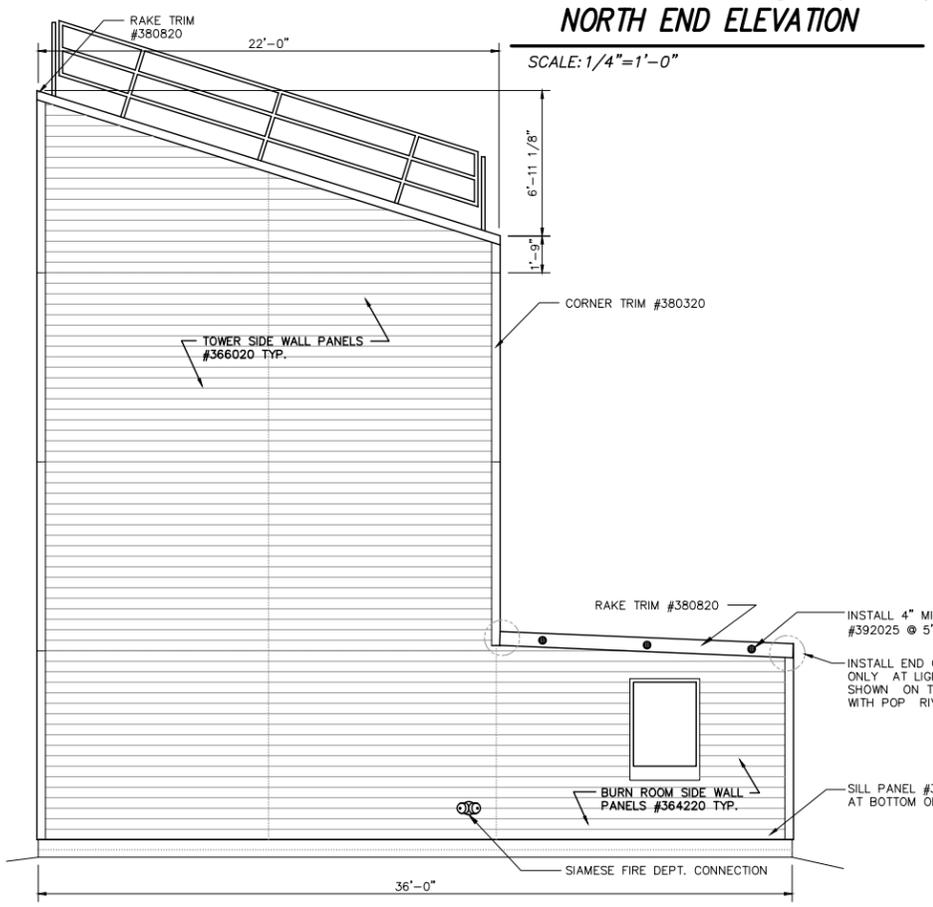
**NORTH END ELEVATION**

**SOUTH END ELEVATION**

SCALE: 1/4"=1'-0"

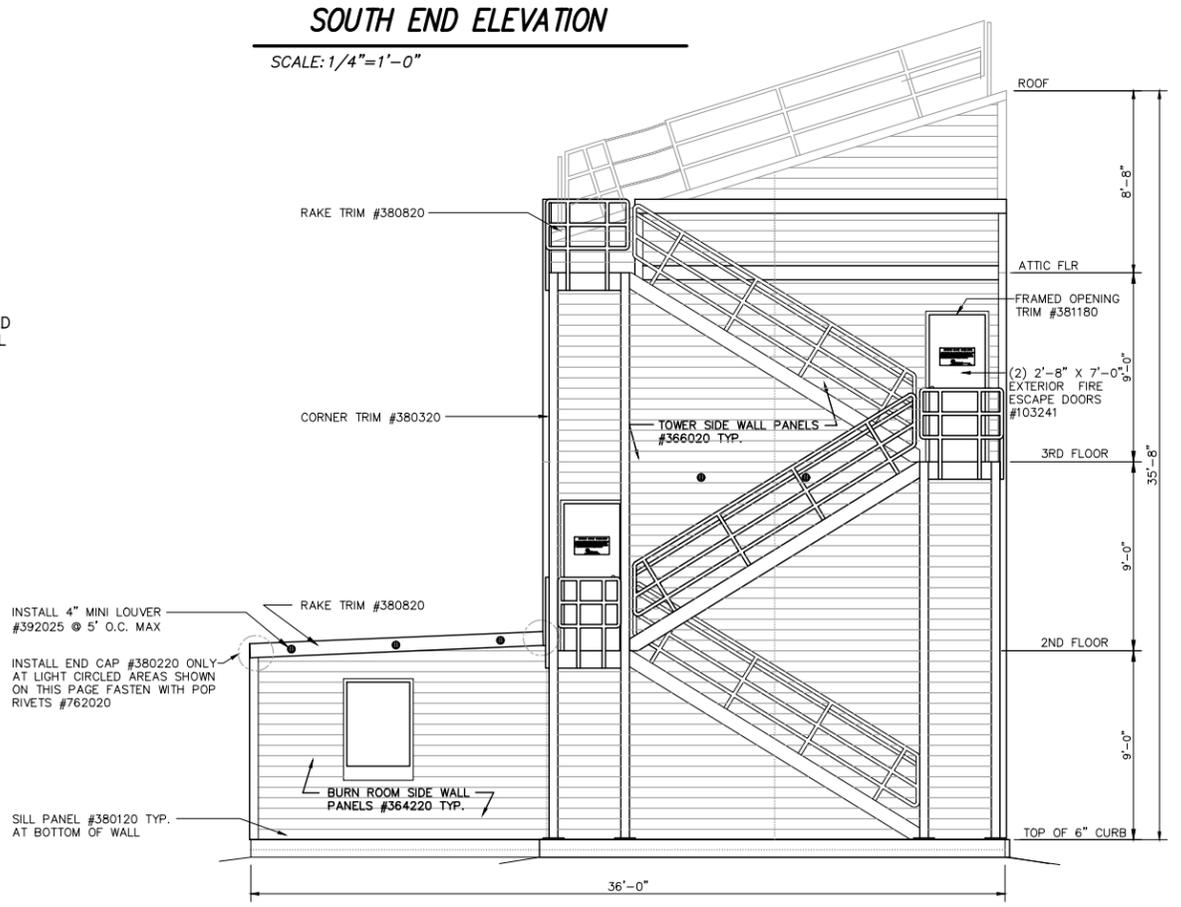
SCALE: 1/4"=1'-0"

- NOTES:
1. WALL PANEL MUST BE FIELD CUT AROUND FRAMED OPENINGS
  2. TRIMS ARE IN STANDARD 10' LENGTHS SOME FIELD CUTTING OF TRIMS IS REQUIRED
  3. BACK PANEL #382420 REQUIRED AT PANEL SPLICES



**EAST SIDE ELEVATION**

SCALE: 1/4"=1'-0"



**WEST SIDE ELEVATION**

SCALE: 1/4"=1'-0"

THIS DRAWING AND ALL PARTS THEREOF IS THE EXCLUSIVE PROPERTY OF FIRE FACILITIES, INC., 314 WILBURN ROAD, SUN PRAIRIE, WI 53590 OFFICE: (608) 327-4100 FAX (608) 834-1843 AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.



**FIRE FACILITIES**  
STEEL FIRE TRAINING TOWERS

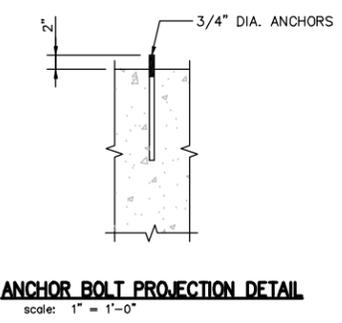
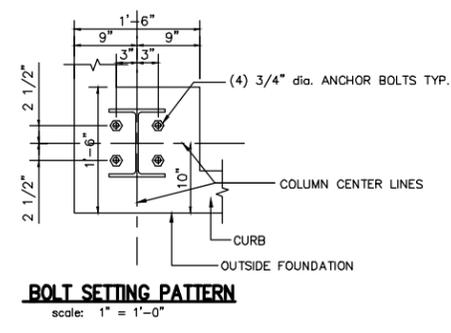
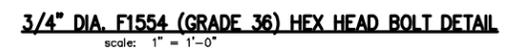
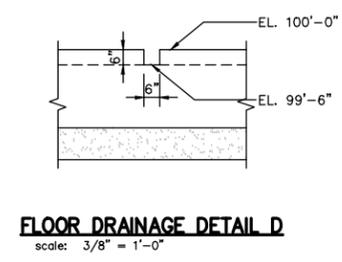
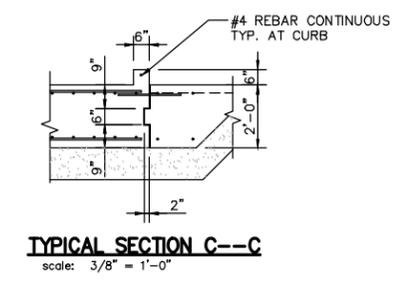
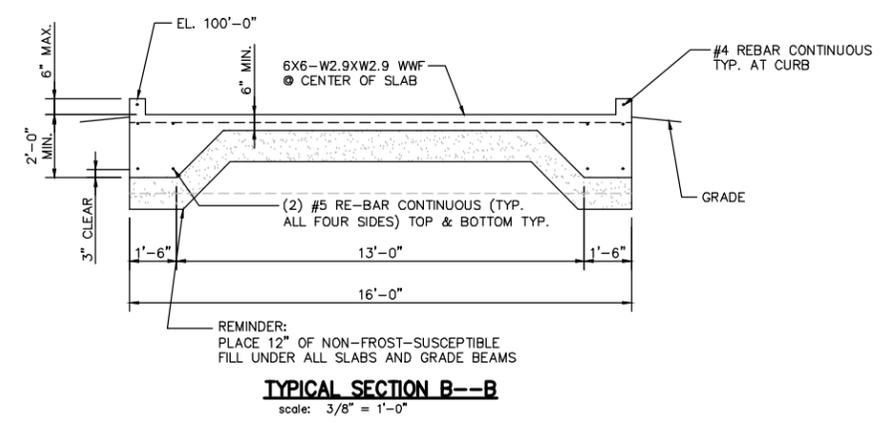
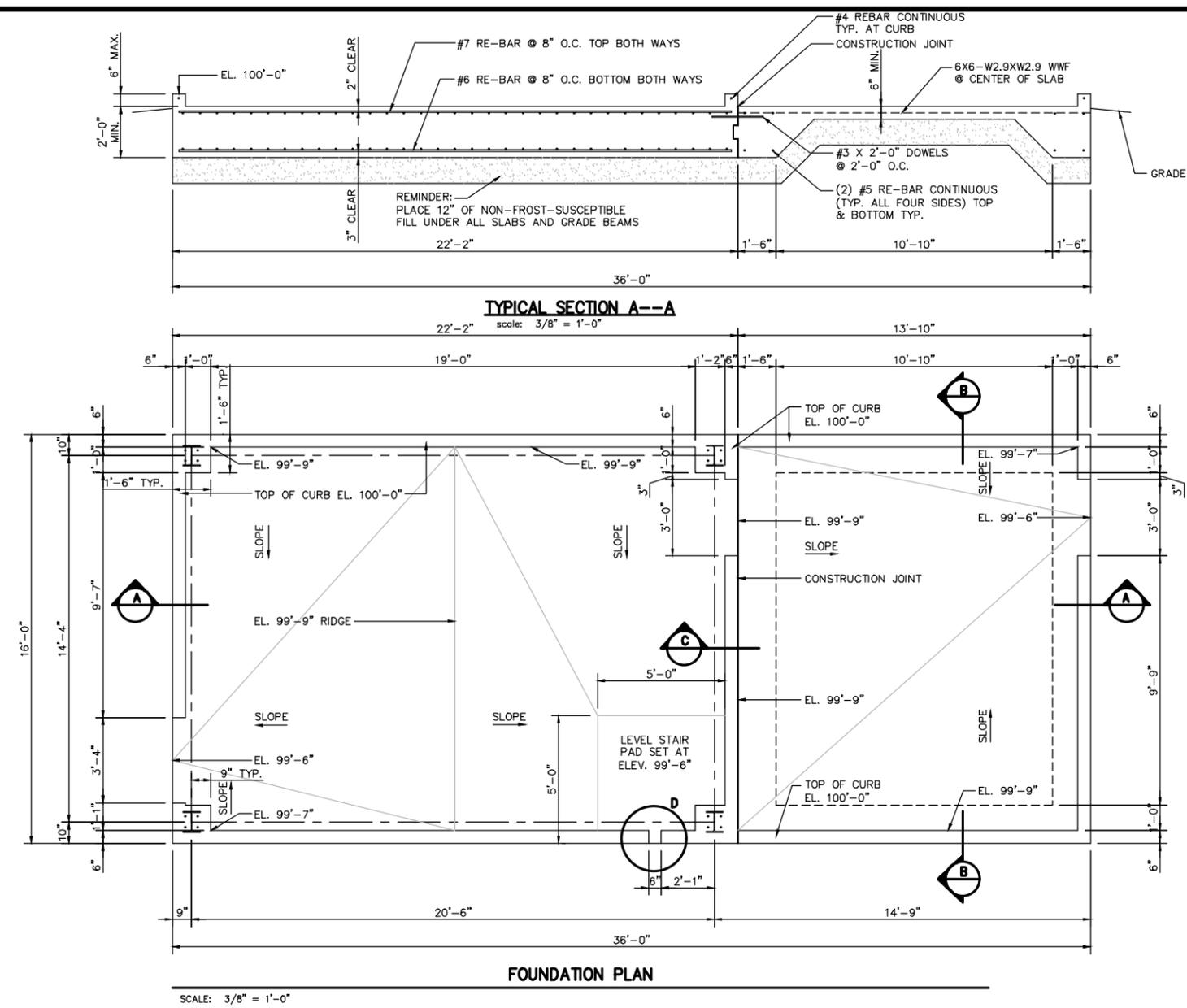
FIRE FACILITIES, INC.  
314 WILBURN ROAD, SUN PRAIRIE, WI 53590  
OFFICE: (608) 327-4100 FAX: (608) 834-1843  
TOLL FREE: (800) 929-3726 TOLL FREE FAX: (866) 639-7012  
WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

**WESCO MODEL WS-3**  
CUSTOM  
MOBERLY, MO

Job Description:

Date:	SEPTEMBER 1, 2023
Drawn by:	DWK
Checked by:	SPW
Scale:	SHOWN
Order No.:	#5529
Sheet No.:	

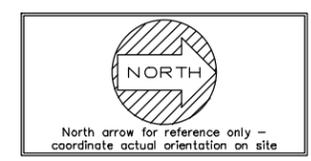




**CONCRETE & REINFORCING STEEL SPECIFICATIONS**

- SCHEDULE OF CONCRETE MIX REQUIREMENTS:

USE	28 DAY STRENGTH	SLUMP (INCH)	MAX AGGREGATE (INCH)
FLOOR SLABS	3000 PSI	3"	3/4"
WALLS & PIERS	3000 PSI	5"	3/4"
FOOTINGS/MATS	3000 PSI	5"	1 1/2"
- CONCRETE EXPOSED TO WEATHER (OUTSIDE SLABS, FLOOR SLABS, CURBS, ETC.) SHALL CONTAIN 4 TO 7 PERCENT AIR BY VOLUME
- NON-FROST-SUSCEPTIBLE FILL SHALL CONFORM TO ASCE 32-01 AND ASTM D422.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE II; CONCRETE SHALL CONFORM TO ASTM C94.
- AGGREGATE SHALL CONFORM TO ASTM C-33.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615-GRADE 60.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
- LAP ALL HORIZONTAL REINFORCING #6 AND GREATER 6'-0" AT SIDE LAPS AND 1'-4" (HOOK) AT CORNERS, MIN. LAP ALL HORIZONTAL REINFORCING #5 AND LESS 2'-6" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, MIN. LAP ALL WELDED WIRE FABRIC 8" AT SIDE AND END LAPS.
- SITE SHALL BE PREPARED AS RECOMMENDED IN SOIL REPORT PREPARED BY H.C. NUTTING COMPANY OF CHARLESTON, WV - DATED OCTOBER 2, 2003. FOUNDATION IS DESIGNED FOR A SOIL BEARING OF 2000 PSF. PLEASE NOTIFY PROFESSIONAL IN CHARGE OF THE SOIL REPORT OF ANY UNUSUAL SOIL CONDITIONS.
  - REMOVE EXISTING SOIL LAYER BELOW ALL FOOTINGS TO A MINIMUM DEPTH OF THREE FEET AND REPLACE WITH ENGINEERED NON-FROST-SUSCEPTIBLE FILL PER SOIL REPORT.
  - ENSURE ADEQUATE SITE DRAINAGE PER SOIL REPORT.
- COMPACT FILL UNDER FLOOR SLABS 98% TO DENSITY. PLACE 12 INCHES OF NON-FROST-SUSCEPTIBLE FILL UNDER ALL SLABS/GRADE BEAMS. REMOVE ALL MATERIAL UNDER THE FOOTINGS THAT DO NOT COMPLY WITH A SOIL BEARING PRESSURE REQUIRED. REPLACE THIS MATERIAL WITH ENGINEERED FILL UNDER ALL FOOTINGS (98% COMPACTION) IN 8" LIFTS.
- PLACE CONTROL JOINTS AT 15'-0" O.C. MAXIMUM IN EACH DIRECTION FOR ALL FLOOR SLABS
- FIBERMESH SHOULD BE INCORPORATED IN ALL CONCRETE FLOOR SLABS TO MINIMIZE THERMAL CRACKING.



NOTES:  
1. ALL COLUMNS AND STUD WALLS ARE SET AT TOP OF CURB.  
2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.

**PRELIMINARY DRAWING ESTIMATING ONLY**

**FIRE FACILITIES**  
STEEL FIRE TRAINING TOWERS

FIRE FACILITIES, INC.  
314 WILBURN ROAD, SUN PRAIRIE, WI 53590  
OFFICE: (608) 327-4100 FAX: (608) 834-1843  
TOLL FREE: (800) 929-3726 TOLL FREE FAX: (866) 639-7012  
WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

**WESCO MODEL WS-3**  
TYPICAL

Job Description: FOUNDATION DESIGN

Doc	042020
Drawn by	DWK
Checked by	
Scale	SHOWN
Order No.	
Sheet No.	

MOBERLY, MO

SEPTEMBER 1, 2023

**DIVISION 13 - SPECIAL CONSTRUCTION**

**SECTION 13121 - PRE-ENGINEERED STEEL FIRE TRAINING TOWER**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

Drawings and general provisions of the contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

**1.2 SUMMARY**

This Section includes the following:  
Fire Training Structure/Tower.  
Design Requirements.

**1.3 RELATED SECTIONS**

The following Sections contain requirements that relate to this section:

**1.4 REFERENCES**

**1.4.1 American Iron and Steel Institute (AISI):**

“Specification for the Design of Cold-Formed Steel Structural Members.”

**1.4.2 American Institute of Steel Construction (AISC):**

“Steel Construction Manual”, Allowable Stress or Load and Resistance Factor Design.

**1.4.3 American Society for Testing and Materials (ASTM) Publications:**

ASTM A36 “Standard Specification for Carbon Structural Steel”

ASTM A123 “Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products”

ASTM A653 “Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process”

ASTM A924 “Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process”

ASTM A992 “Standard Specification for Structural Steel Shapes”

**1.4.4 National Fire Protection Association (NFPA):**

NFPA 1402 – “Standard On Facilities For Fire Training And Associated Props”

NFPA 1403 – “Standard On Live Fire Training Evolutions”

**1.4.5 International Code Council (ICC):**

International Building Code

**PART 2-DESCRIPTION**

**FIRE TRAINING SIMULATOR**

**2.1 PURPOSE:**

This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

**2.2 GENERAL:**

The fire training structure/tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame of our building and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur. This wall panel system also creates a flat surface ideal for ladder or rappelling anywhere on the tower to simulate actual street conditions.

**2.3 STRUCTURAL INTEGRITY:**

The wind loads, deck and the roof loads stated herein represent the standard criteria. Increased loadings, as may be dictated by local jurisdictions, will be accommodated. The primary structural system shall utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a nonbuilding structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of L/240.

**2.4 CODE COMPLIANCE:**

The fire training structure/tower's primary structural and seismic design shall be in accordance with the building code having jurisdiction in the area of the project. Due to the unique nature of the intended use of these fire training structures/towers; handrail extensions, guard openings, riser openings, means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This may require a building code variance in some locations; however, this simulator shall meet applicable building codes and NFPA 1402 standards. It is the responsibility of the owner to obtain such variance if required.

**2.5 MATERIALS:**

All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be **hot-dipped galvanized**. **When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized.** Any exposed material which is not galvanized, shall be given one coat of shop paint.

**2.6 FASTENERS:**

All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

**2.7 WEATHER SEALING:**

All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on the building plan. Because of the intended use water tightness of simulators is not required or assured.

**2.8 ROOF SYSTEMS:**

Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per **ASTM A-653, class G60** with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 1/4" flats with an actual 1 3/4" wide recesses and a maximum of 1 1/2" deep recesses. Panels must be roll formed.

**2.9 EXTERIOR WALL SYSTEM:**

Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. **Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.**

**2.10 WALL PANELS:**

The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Panels shall have nominal 4 3/4" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Since panels are set in the horizontal plane, sealants are

not required to make this structure weather tight (sealants in extreme temperature environments will breakdown prematurely). Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.

The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a 3/4" deep maximum corrugation at 3 1/2" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a **paint system on both sides** of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

**2.11 SECONDARY WALL FRAMING:**

Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction and be spaced at no more than 24 inches on center. Stud size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

**2.12 SECONDARY ROOF FRAMING:**

Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

**2.13 WINDOW & DOOR LOCATIONS:**

Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

**2.14 WINDOW SHUTTERS:**

All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jamb shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924. Shutters will be

provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the appropriate quantities per shutter (see paragraph below). A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single panel/sheet shutters. Galvanized shutters are required to prevent premature rusting. All shutters shall be provided with a galvanized hold open and an operating lever latch with handles on both the inside and outside of the shutter. This latch shall have a padlocking handle and its case shall be 1/8" thick zinc plated steel with a black powder coated finish.

Shutters for all areas except the burn room shall have two heavy-duty hinges. Shutters for the burn room areas shall have three heavy-duty hinges. In addition, burn room shutters shall be protected with a 1" thick Westemp insulation panel mounted on the inside of the burn room.

**2.15 DOORS:**

Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jamb shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1<sup>st</sup> floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.

Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jamb shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open, a 6 1/2" door pull, an adjustable spring closure, and an operating lever latch. This operating lever latch shall have handles on both the inside and outside of the door, a padlocking handle, and its case shall be 1/8" thick zinc plated steel with a black powder coated finish. A door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be protected with 1" thick Westemp insulation panels mounted on the inside of the burn room.

**2.16 PARAPET WALLS:**

Parapet walls, if utilized, shall be designed to resist a load of 50 lb/ft and a concentrated point load of 200 lbs in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The

parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

**2.17 SECONDARY FLOOR SYSTEM:**

Interior decks shall be of six inch wide, unpainted 18 ga. **slip resistant galvanized steel** per **ASTM A-924, A-60** with recessed fasteners and shall meet the stated design load. Panels must have nominal 5” flats with a maximum 1” wide by 1” deep recesses (maximum 1” recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8”. All floor and roof decks shall be framed with light gage steel “C” joists spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. Joists size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering is not required in non-burn room areas due to the safe (no large recesses to twist ankles or injure knees) and user-friendly floor panels specified. Toe kicks shall be installed around the entire perimeter of each floor to prevent potential injuries due to exposed openings to floor below. Concrete floor covering can be specified for the entire floor system while still maintaining stated design live loads. All burn room areas shall have concrete floor covering as specified below. Concrete floor covering is by others.

If concrete floor covering is specified, the concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

**2.18 STAIRS AND ACCESSORIES:**

**2.18.1** Stair widths shall be a minimum of 3’-0” wide. Stair rails shall include 36” high handrails and 42” high guardrails on both sides of the stairs. Handrail extensions are not to be utilized to prevent unnecessary hazards when training. Stringers shall be plate, treads and platforms are bar grate, and risers to be open. Bar grate treads (19W4 x 1” deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a loading of 100 psf and a minimum concentrated tread load of 300 lbs/4 sq.in.

**2.18.2** Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66” o.d.) round pipe and the openings between guardrails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a linear load of 50 plf and a concentrated point load of 200 lbs. Guardrails on stairs shall be an all factory welded assembly. Guardrails at openings shall have a factory welded post

assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high.

**2.18.3** Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

## **2.19 WS-3/FIREFIGHTER FEATURES:**

### **2.19.1 TOWER SECTION**

22'-0" x 16'-0" x 35'-8"

Half flat and half 16 degree single pitched roof

Wind Load 102 MPH, Exposure C, Risk Category I

Roof live load 100 PSF

Deck live load 100 PSF (including attic area)

Interior stairs to the 3rd floor level

Interior fixed ladder, 3rd floor to attic

3' x 4' window openings w/ steel shutters (see drawings for Qty.)

3' x 3' window opening w/ steel shutter (see drawings for Qty.)

3' x 7' exterior steel door (see drawings for Qty.)

2'-8" x 7' exterior steel door (see drawings for Qty.)

2'-6" x 7' interior steel door (see drawings for Qty.)

Parapet roof guard with exclusive roof drainage to the exterior of the building with a chain opening

### **2.19.2 BURN ROOM (ANNEX)**

14'-0" x 16'-0" x 9'-10" High

½" in 12" single pitch roof

Wind Load 102 MPH, Exposure C, Risk Category I

Roof live load 100 PSF

3' x 4' window openings with steel shutters (see drawings for Qty.)

3' x 7' exterior metal door (see drawings for Qty.)

3' x 7' interior metal doors (see drawings for Qty.)

Westec insulation system & temperature monitoring system.

## **2.20 ADDITIONAL FEATURES TO BE INCLUDED:**

### **Fire Escape**

Exterior fire escape to the *fourth* deck (27' high). Stair widths shall be 3'-0" wide and hot-dipped galvanized. Constructed of formed stringers welded to bar grate treads with open risers. Hand rails to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. To include swing doors at each upper floor.

### **Forged Swivel Rappelling Anchor**

(3) Rappelling anchors shall be rated for an ultimate load of 10,000 lbs and working load of 1,000 lbs (exceeds OSHA load requirement 29 CFR 1926.502(d)(15) and meets NFPA 1402 standard 11.2.1). The anchor housing shall be galvanized aircraft quality alloy and capable of a 360 degree swivel and 180 degree pivot. Each anchor shall be 200% proof-load tested.

### **Roof Hatch 3'-0" x 3'-0"**

Provide (1) Bilco 3'-0" x 3'-0" roof hatch in the *tower flat* roof. The hatch shall be equipped with compression spring operators, positive latching mechanism, automatic hold open arm, and shall be galvanized steel with prime paint covering.

### **Riser System**

Brass siamese fire department connection (4" x 2 ½" x 2 ½"; NST thread) located at the exterior of the tower, with galv. interior 4" diameter riser (*22' high*). Include a connection (2.5" NST thread) on the towers interior at each deck level and a connection for future sprinklers at each floor.

### **Movable Wall System/Maze**

Each individual movable wall panel (3'-7" wide x full height) is constructed of 20 ga. galv. vertical and horizontal channel stiffeners with a 14 ga. galv. top track. This top track then attaches to a 14 ga. galv. hanging track. The whole system is then held into place with two compression clamps. This system shall allow the wall to slide on the top track, lock into place, and allow for total removal without the use of tools. – (8) movable wall panel(s) required

### **Movable Wall System With Working Door For Maze**

Each individual movable wall panel (3'-7" wide x full height) is constructed of 20 ga. galv. vertical and horizontal channel stiffeners with a 14 ga. galv. top track. This top track then attaches to a 14 ga. galv. hanging track. The whole system is then held into place with two compression clamps/threshold assembly. This system shall allow the wall to slide on the top track, lock into place, and allow for total removal without the use of tools. The 2'6" x 6'-10" door shall consist 20 ga. galv. steel and includes a lockset. – (1) movable wall panel(s) with working door required

### **Rappel Railing System**

Three rail rappelling railing system (prime painted) is 42" high and consists of (3) 3" diameter pipes (schedule 80) set horizontally at 12" on center. This system allows the rope to run from the rappelling ring tie off point, at the deck, overtop to the trainee. It is used to aid trainees in rappelling exercises by raising the rope up off of the roof deck to help with the initial roof edge situation. – (1) rappelling railing system(s) required

### **Secondary Burn Room**

Secondary burn room 16'-0" x 10'-9.5" to be located on the tower 2<sup>nd</sup> floor. The burn room shall incorporate two swing doors. Interior of room shall be protected with a stainless steel insulating system described in section 2.22. Room shall be capable of 1850°F burns.

**Foundation Design**

The foundation shall be designed to handle the structural tower loads (loads designated by the tower manufacturer) along with the existing soil conditions (soil test/report by others). All ground floor columns and stud walls shall sit on a concrete curb and the interior of the ground floor slab shall be sloped to aid in removing the high volumes of water utilized in these types of structures.

**Roof Guard Rails**

Rails and posts to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. Openings between rails shall not exceed 12" (minimum of three horizontal rails required) and top rail shall be a minimum height of 42" high. System to be installed around the perimeter of the tower sloped roof only and set back from the edge of the roof for additional safety.

**2.21 NOT USED:**

**2.22 STAINLESS STEEL BURN ROOM INSULATING SYSTEM:**

Two-inch thick insulating blankets with a protective skin of stainless steel face panels are to be provided for the interior walls and ceiling for the burn areas (precut to length - field cut at door and window openings). The doors and window shutters shall be protected with a minimum of one-inch thick burn room insulating panels (precut to fit).

The insulating blankets shall be rated for 2300 degrees F. and shall be unaffected by the application of water. The insulation blankets shall not crack or break, shall be free from asbestos, and shall not produce toxic byproducts in the course of the intended use. The two-inch thick insulation blankets shall have a maximum K value of 0.74 at 1200 degrees F and 0.48 at 800 degrees F (please note – smaller K values denote better insulating values of the system).

The face panels shall have a 3/4" maximum corrugation at 3 1/2" on center to allow for lateral expansion when exposed to high temperatures. The base material, of the face panels, shall consist of type 304 stainless steel for corrosion protection and thermal performance at high temperatures. These panels shall attach to thermally protected channels with stainless steel screws. Stainless steel trims (type 304) shall protect all wall and door/shutter opening corners. All face screws exposed to fire shall be stainless steel and these screws shall not protrude through the backside of the insulating blanket (through screws are not permitted for maximum thermal protection).

The stainless steel face panels shall not be restrained from expanding at high temperatures, but rather the integral system shall be designed to accommodate the panel movements without

creating any buckling or warping of the panels. All panels and trims shall be screw attached to allow for easy maintenance or inspection without disrupting the systems ability to move; welded panels are not allowed. Trims are to be designed to accommodate thermal expansion either through the use of slip connections or planned deformations.

Doors and window shutter insulation panels shall be pretreated water resistant, free from asbestos and shall not produce toxic byproducts in the course of the intended use. Insulation panels shall withstand a constant temperature of 1200 degrees F. and shall be unaffected by the application of water.

#### Temperature Summary

1. Maximum safe training temperature for life safety is 1200 degrees F (continuous)
2. Maximum service temperature for the insulation panels (doors and window shutters) is 1200 degrees F (continuous)
3. Maximum service temperature of the wall and ceiling insulating system is 1850 degrees F (continuous)
4. Maximum insulating blanket service temperature is 2300 degrees F (continuous)

### **2.23 INTEGRATED TEMPERATURE MONITORING SYSTEM:**

Three temperature sensing devices/thermocouples are to be provided for the interior of each burn room. The thermocouples shall be isolated and consist of fiberglass insulated wiring with sealed stainless steel probes. The fiberglass insulated wires shall be further protected by a stainless steel overbraid for increased durability and protection. Ceiling thermocouples shall protrude into the area perpendicular to the ceiling while all stainless steel encased wall thermocouples shall only run parallel to the walls for safety concerns.

Temperature monitoring shall be sustained with a multiple input, LCD display pyrometer. The pyrometer shall be connected to thermocouples, which are located within the burn areas for temperature reading, and mounted in a lockable NEMA 3R weatherproof box. This pyrometer shall display all attached thermocouple temperatures simultaneously, continually display the maximum peak temperature, have touch sensitive buttons, include a backlight, and have an onscreen programming menu. The pyrometer shall have an internal audio alarm and the ability to connect external devices (i.e., external audio/ visual alarms or texting alarms). Temperature limits shall be user programmable to enable alarms. The pyrometer shall also be capable of data logging which shall include: 90 hour training memory with time and date stamp, onscreen viewing of data, download capabilities of data via infrared interfacing to handheld module. This handheld data acquisition module's data can then be brought to an offsite Windows based computer for download via the SD/SDHC data storage card provided. A visual basic program shall be provided that allows for the user's custom input and also automatically converts the temperature data to both an electronic datasheet and a graph via the user's own Microsoft Excel software.

The pyrometer shall also include Bluetooth connectivity direct to a customer provided Android phone or iPhone device (Bluetooth range is approximately 270 feet without obstructions). Via a supplied app, the device shall display the pyrometer’s real time temperatures for up to 9 thermocouples, maximum temperature reached, battery life, current time, if logging is enabled, visual and audio alarms, and if the memory is full. The display will also notify the user, if you are disconnected from the pyrometer. This unique application allows the training and safety officers to be away from the area where the pyrometer is installed, while still being able to monitor the temperatures within the burn rooms, and ensure that the operation of the burn room is conducted within a safe and controlled environment.

**2.24 DESIGN, DRAWINGS & DATA:**

The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. Will, within 15 working days after the receipt of order, submit 2 sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Will submit 2 sets of assembly (steel erection) drawings and 2 sets of assembly manuals concurrent with the shipment of materials. Building parts shall each be identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

**2.25 DELIVERY, INSPECTION & STORAGE:**

All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and reported at once to the manufacturer. All claims for damages or shortages must be reported within 48 hours of delivery Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

**2.26 WARRANTY:**

**2.26.1 General Warranty**

The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of **one year** from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier’s option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer’s

handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer’s control. The foregoing are not subject to warranty.

**2.26.2 Burn Room Insulation Warranty**

The burn room wall and ceiling insulation system shall be covered by a **15 year** limited warranty that provides coverage against a break in the thermal barrier caused by cracking, breaking, and spalling. This warranty is to apply to products under normal use and recommended service temperatures - but shall also include damage that has been caused by thermal expansion, thermal contraction, impact load, and thermal shock. This warranty is to be limited to component replacement or repair of defective components at the manufacturer’s option. The replacement cost of the materials shall not be prorated over the warranty period itself (i.e., the supplier shall bear 100% of the material replacement cost for the duration of the warranty).

**2.26.3 Paint Warranty**

The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.

**2.26.4 Structure Warranty**

A 5-year limited warranty shall be provided on the structure itself.

**2.27 SUBMITTALS:**

**2.27.1 GENERAL:** Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections:

**2.27.1.1 PRODUCT DATA,** floor plans, elevations, catalog, general specifications, locations of similar projects completed.

**2.27.1.2 SAMPLES** of the manufacturer’s standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the owner.

**2.27.2 QUALITY ASSURANCE:**

**2.27.2.1 MANUFACTURER QUALIFICATIONS:**  
The manufacturer shall have a minimum of 10 years successful experience in designing and manufacturing Fire Training Towers of similar size and scope as project requires.

**2.27.2.2**      **ENGINEERING PROFESSIONAL QUALIFICATIONS:**  
The engineering professional who designs the structure for the project must be registered in the State of the fire training tower's location and have successfully designed a minimum of 10 fire training towers. Upon request, the engineering professional shall submit an Engineering Qualifications Form stating his licensing number in the state of licensure, as well as listing a minimum of 10 fire training towers that he has designed and stamped.

*Remove if erection not included in this bid.*

**2.27.2.3**      **ERECTOR QUALIFICATIONS:** The erector shall provide evidence of successfully completing two Fire/Tactical Training Towers of similar size and scope or shall provide evidence of a fire/tactical tower erection consultation provided with Fire Facilities Inc., as project requires.

**2.28**      **SUPPLIERS/SYSTEMS:**

**2.28.1**      **Acceptable Suppliers/Systems:** Fire Facilities, Inc.® , 314 Wilburn Road, Sun Prairie, WI, 53590, Phone: 800/929-3726 or 608/327-4100, Fax: 866/639-7012 or 608/834-1843, E-mail: [info@firefacilities.com](mailto:info@firefacilities.com), Website: [www.firefacilities.com](http://www.firefacilities.com)

**2.28.2**      **Alternate Suppliers/Systems:** Any systems/materials not explicitly meeting the specifications stated herein, shall be pre-approved fourteen days prior to the bid due date. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, burn room insulation thermal performance values, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

**PART 3-EXECUTION** *Remove if erection not included in this bid.*

**3.1**      **GENERAL**

Comply with the manufacturers recommendations for preparation and storage of the tower components.

**3.2**      **EXAMINATION**

Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the owner's representative prior to proceeding with erection.

### 3.3 ERECTION

Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

### 3.4 FIELD QUALITY CONTROL

#### 3.4.1 DEFECTIVE WORK

Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.

#### 3.4.2 INSPECTION

Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials. Replace improperly set or damaged fasteners.

Inspect all panels, trims and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Insure that all field mitered corners fit tightly and smoothly.

#### 3.4.3 ADJUSTING

Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Insure that all closures are adjusted so that they close smoothly.

Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.

#### 3.4.4 CLEAN-UP

At the end of each day check the site and pick all debris and garbage. Insure that all materials are secured in a neat and orderly fashion.

Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.

# City of Moberly City Council Agenda Summary

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

WS #6.

Department: Fire

Date: September 18, 2023

**Agenda Item:** A Request To Authorize The Moberly Fire Department To Purchase Battery Powered Extrication Tools Budgeted This Fiscal Year Through Dinges Fire Company.

**Summary:** Through The Budgetary Process, The Fire Department's Requested Quotes/Estimates From Multiple Vendors For Battery Powered Extrication Tools. Going Through Each Quote, The Department Selected Dinges Fire Company To Be The Vendor Based Upon Cost, Availability, And Sole Source Of Preferred Manufacturer Of The Tools. This Funding Was Approved In The 2023-2024 Fiscal Budget, Within The Capital Improvement Plan.

**Recommended**

**Action:** Approve The Request And Move Toward Resolution

**Fund Name:** Capital Improvement Pan

**Account Number:** 100.008.5502

**Available Budget \$:** 40,000.00

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



**Bill To:**

Moberly Fire Department  
C/O: Chief Don Ryan

**Dinges Fire Company**

243 E Main St.  
Amboy, IL 61310  
Phone: 815.857.2000  
www.DingesFire.com

**Ship To:**

Moberly Fire Department (Moberly, MO)  
310 North Clark Street  
Moberly, MO 65270

Quantity	Item	Description	Price	Total
3	Amkus-IBATTFV-9	60V BATTERY (9/3 AMP-HR)	\$245.00	\$735.00
1	Amkus-ICHRG-4FAST	ION FLEXVOLT BATTERY CHARGER - 120V (4 Bay Fast Charger)	\$340.00	\$340.00
1	Amkus-IS320LB	IS320 ION SPREADER	\$12,000.00	\$12,000.00
1	Amkus-ICT716LB	ICT716 COMBI	\$11,000.00	\$11,000.00
1	Amkus-IC650LB	IC650 CUTTER	\$10,000.00	\$10,000.00

\* Sales tax will be applied to customers who have not provided a tax exempt certificate.

**Sub Total** \$34,075.00

\* Quote Created on 08/04/2023. Pricing valid for no more than 30 days, unless noted otherwise.

**Shipping** TBD

\* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

**Total** \$34,075.00

\*\*This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.\*\*

**QUOTE / SALES ORDER FORM**

WS #6.

<b>SALES REP.</b>		<b>QUOTE DATE</b>
Jeff McReynolds		9/13/2023
<b>PHONE:</b>		<b>VALID UNTIL:</b>
660-341-6553		30 days

<b>E-MAIL:</b>	4289 Industrial Dr, Roxana, IL 62084 • 888-BAN-FIRE • WWW.BANNERFIRE.COM	<b>CONTACT:</b>
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jeffmc@bannerfire.com	<b>DEPT:</b>	City of Moberly Fire Department
	<b>ADDRESS:</b>	
<b>SHIP VIA:</b>		

	<b>SHIP TO:</b>	Attn: Chief Donald Ryan	<b>PHONE:</b>
--	-----------------	-------------------------	---------------

<b>PARTIAL:</b>	<b>ADDRESS:</b>		<b>FAX:</b>
<b>COMPLETE:</b>			

<b>EMAIL ADDRESS:</b>	
<b>PURCHASE ORDER:</b>	

<b>PART NUMBER:</b>	<b>QTY.</b>	<b>DESCRIPTION:</b>	<b>PRICE EACH</b>	<b>TOTAL:</b>
ART.110.215.1	1.00	GENESIS Eforce / SC240-SL3 / Cutter with NXTGEN BLADES	\$10,777.00	\$10,777.00
ART.109.173.6	1.00	GENESIS Eforce / S49-SL3 28" Spreader	\$11,805.00	\$11,805.00
ART.109.261.1	1.00	GENESIS Eforce 17c Combi Tool (order with BRUTE tips)	\$11,375.00	\$11,375.00
ART.105.375.5	3.00	M28 Milwaukee 28v x 5aH Battery (spares)	\$419.00	\$1,257.00
ART.105.410.9	1.00	GENESIS 3 bay charger 120v	\$439.00	\$439.00
		all of the above tools come with (1) each Milw 28v x 5aH battery		
		Options		
ART 109.685.9		SPARE -Set of RIT tips for the Combi Tool = \$899.00		
ART.109.416.8		Mechanical Ram (add on) for 17c Combi Tool =\$2619.00		
<b>FREIGHT</b>	<b>N/A</b>	<b>FREIGHT:</b>		\$345.00
<b>TOTAL PRICE</b>	<b>N/A</b>	<b>TOTAL PRICE:</b>		\$35,998.00

<b>SPECIAL NOTES:</b>	

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** September 18, 2023

**Agenda Item:** A Request From Jeremy Kitchen To Hold The Annual 2023 Cowboys For Christmas Parade On November 4, 2023.

**Summary:** A request was received from Jeremy Kitchen to hold the annual 2023 Cowboys for Christmas Parade on November 4, 2023, beginning at 12:00 p.m. This is an annual event to benefit Randolph County area children. The parade will begin at the Lodge in Rothwell Park. The parade will travel from the lodge south on Rothwell Park Road, across the dam to Holman Road. Turn left onto Holman Road and travel north to Concannon St, turn right onto Concannon and travel east to Johnson St. then south to W Rollins St. Turn right onto W Rollins Street and travel west to College Ave, then left on College Ave and travel south to Fisk Ave. Turn right and travel west on Fisk Ave to Rothwell Park Road at the maintenance building, turn right and then return to the Lodge on Rothwell Park Road. The contact person is Jeremy Kitchen, 660-676-0634. Approximately 80 units are expected to participate. Those participants will be on horseback or riding in horse drawn conveyances. Six persons are expected to be available to help with the parade along the route.

**Recommended Action:**

Please approve the request at the October 2, 2023, City Council meeting.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input 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>Lucas</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>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 8/27/23

1. Organization/Agency requesting permit: Cowboys For Christmas

2. Name of Person making Application: Jeremy Kitchen

Contact Person: Jeremy Kitchen Phone: 660-676-0634

3. Date of Parade: 11/4/23 Start Time: Noon

4. Staging Area: The lodge at Rothwell Park

5. Approximate Number of Units Participating in Parade:

A. Bands \_\_\_\_\_ D. Foot Units \_\_\_\_\_

B. Motorized Units \_\_\_\_\_ E. Animal Units 75

C. Floats \_\_\_\_\_ F. Others \_\_\_\_\_

Total Number of Units: 75

6. Parade Route and ending point: Start at Lodge Rothwell Park, go across the dam, to Holman Road turn Rt, go to Reed St turn left, continue on Reed St through downtown, turn Rt on Williams St, turn Rt on Rollins St, go to College ave turn left, go to Fisk ave turn Rt, turn Rt at Rothwell Park go back to the lodge

7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? Candy

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? 4

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

10. Signature of Applicant: Jeremy Kitchen

11. Approved: [Signature] Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 09/05/23  
(Chief of Police)

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WS #7.

TO MOBERLY

1217

B  
1220

JJ

Athletic  
Complex

See Inset  
on Back

Aquatic Center  
Agriculture Area  
Archery Range  
Branigan Pavilion  
The Lodge  
Meinart Field  
Patrick Field  
Rodeo Arena

Camp Grounds  
James Youth Center  
Dump Station  
Groebel Field  
Park Mt Office

WATERWORKS LAKE

ROTHWELL LAKE

DEER POND

ROTHWELL PARK

Activity Center

WATERWORKS LAKE

Parkwood Estates

2250

GREENBRIAR RD  
CORINTH DR  
BRIERWOOD DR  
PARKWOOD DR

HILLCREST  
SUNSET DR  
CIRCLE DR

VALLEY VIEW CT

2270

SEVEN BRIDGES RD

2295

OAK PARK ESTATES

2290

65

TWIN LAKES ESTATE (Private)

1730

E URBANDALE DR

W URBANDALE DR

LOUISA AVE

VINCENT TER

NORFOLK SOUTHERN R.R.

MORLEY ST

CECILIA LN

RUSSEY DR

PIG & BUN RD

WILLIAMS ST

SHEPARD'S DR

LOWRY CT

MARMADUKE CT

SHUMATE LN

TARA PARK

LONGVIEW WEST

MAURWOOD ST

EPPELSON ST

GRANT ST

COCKRELL DR

WILLIAMS ST

WICKER ST

GILMAN ST

CLARK ST

STURGEON ST

LEE ST

LEE ST

WOODLAND AVE

BURKHART ST

WOODLAND AVE

BURKHART ST

ROBERTS

JONES

FARROR ST

TAYLOR ST

SMOKEY ST

PORTER ST

JACKSON

JAWALES

GRAND

MADISON AVE

MOREHEAD ST

CHANDLER ST

PATTON ST

ALLEN ST

AUSTIN ST

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# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** September 18, 2023

**Agenda Item:** A Request From The Moberly VFW Post 2654 To Hold The 2023 Veteran’s Day Parade On November 11, 2023.

**Summary:** The Moberly VFW Post 2654 requests permission to hold the 2023 Veteran’s Day parade on November 11, 2023, beginning at 11:00 a.m. The parade will be staged in the 600 block of Adams Street and west into the 700 and 800 block of W Reed Street. The parade will travel east on Reed Street from Adams Street and Johnson Street to Clark Street and Reed Street where it will turn south and disband in the 100 block of N Clark Street. The contact person is VFW Commander, Chris Wertz, 660-651-3869. Approximately 70 to 100 units are expected to participate. The VFW will have 5-10 volunteers assisting with the parade. The Moberly Police are requested to provide traffic control along the parade route.

**Recommended Action** Please approve the request at the October 2, 2023, City Council meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<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>Jeffrey</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: Sept. 6, 2023

1. Organization/Agency requesting permit: VFW Post 2654

2. Name of Person making Application: Chris Wertz

Contact Person: Chris Wertz Phone: 660-651-3869 or 660-263-6030

Address: 1347 S. Morley

3. Date of Parade: Nov. 11, 2023 Start Time: 11 AM

4. Staging Area: Adams St. next to Post office the 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 unk  
C. Floats 5 F. Others unk

Total Number of Units: 70-100

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

7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? maybe Buddy Poppies or small flags

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? Hopefully 5-10

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

10. Signature of Applicant: [Signature]

11. Approved: XO Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 09 11 23  
(Chief of Police)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #9.

Department: Public Utilities

Date: September 18, 2023

**Agenda Item:** A Discussion Regarding A Resolution Approving A Proposal From Vandevanter For 7 Bridges Road Pumping System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** This service contract will include preventive maintenance of the pumping system as part of routine preventive maintenance program schedules. Vandevanter is the licensed sales & service provider for the system referenced. The proposed cost for this effort is \$43,000.00 for the work. The service supplies the necessary specialized tools, testing equipment and technical skills necessary to perform the work and includes all required confined space entry safety practices necessary. This station has been in service for over XX years and the materials within the wetwell where the work is to be performed are exposed to an extremely corrosive environment. Performing the work as part of preventive maintenance plan allows the utility to confidently continue station service with confidence in its reliability.

**Recommended**

**Action:** Direct staff to provide a Resolution at the next scheduled council meeting

**Fund Name:** Lift Station Maintenance

**Account Number:** 301.114.5304

**Available Budget \$:** 73,740.60

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> 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>Lucas</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Proposal</u>		Passed	Failed

**Proposal No. OP-578008**  
**Aug 15<sup>th</sup>, 2023**

**TO:** City of Moberly, MO  
**PROJECT:** Seven Bridges Stand And Pipe Replacement  
**ATTN:** Emily Lute

We are pleased to provide the following equipment quotation for

THREE (3) Flygt 6" x 6" Automatic Discharge Elbow

ONE (1) LOT of Piping materials to replace the vertical stack piping for all three pumps from the discharge stand to the 90 deg elbow in the Wet Well.

ONE (1) LOT of Labor to send (3) Vandevanter Engineering Field Techs out to do a confined space entry to remove the old stands and piping and replace with the above materials.

**NOTE:**

1. City to divert the flow of the station to the CSO Basin while construction is happening.
2. City to provide Vacuum Truck to clean out basin so that VE can replace the stands and piping.
3. Planning on reusing the existing 3" Guide Rails and Upper Guide Bar Brackets

**TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$48,572.00**

**F.O.B. - Factory      Freight is not included.      Installation is included.**

**\*Anything not specifically listed to be assumed by other.**

Sincerely,  
**VANDEVANTER ENGINEERING CO.**

*Ben Azerolo*

Ben Azerolo  
Aftermarket Sales & Service Representative

**ACCEPTED THIS DATE:**

**BY:**

**COMPANY:**

**TITLE:**

**STANDARD TERMS AND CONDITIONS**

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

**Xylem Inc.**  
**Flygt Products**  
1615 State Route 131  
Milford, Ohio 45150  
Tel +1.513.250-6270 Fax +1.513.831.7868

January, 2023

To whom it may concern:

Vandevanter Engineering, Inc. is Flygt's authorized sales, maintenance repair and service Distributor for all of Eastern Missouri, East of Linn County and Illinois, South of Mason County. Vandevanter is the only entity authorized to sell Flygt pumps, controls and accessories in this area.

Contact information is as follows:

Ben Azerolo  
Vandevanter Engineering  
1550 Larkin Williams Road  
Fenton, MO 63026  
314-347-7433 Phone / 636-343-1720 Fax  
Email: Bazerolo@vandevanter.com

If you have any questions please feel free to contact me.

Mark Shaw  
Regional Sales Manager (Mid - Central Region)  
Dewatering, Distribution, and Water Utilities

# City of Moberly City Council Agenda Summary

Agenda Number: WS #10.  
 Department: Public Utilities  
 Date: September 18, 2023

**Agenda Item:** A Discussion Regarding A Resolution Approving A Proposal From Veolia for Wastewater Treatment Plant UV System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The work will include refurbishment of the system to address multiple system components. This WWTP effluent UV disinfection system is 26 years old and entered service in 1997. Replacement of these components is expected to extend the useful life of the system. It is important to note that with this type of treatment plant the system is sized to treat up to 12 million gallons per day, as each decant cycle is capable of sending flows of up to 8,400 gallons per minute through the disinfection channel. Remember, Moberly’s plant is a sequencing batch reactor plant, so flows are not continuous through the plant, making this system much larger than one equipped in a conventional treatment plant. Veolia is the licensed sales & service provider for the system referenced. The proposed cost for this effort is \$44,762.44. The project supplies the necessary specialized tools, testing equipment and technical skills necessary to perform the work and includes staff training on maintenance, operation, and repair of the system. Performing the work as part of preventive maintenance plan allows the utility to confidently continue the systems service. Warranty term for materials and supplies used is for a minimum of six months, as some items are covered for longer than others.

**Recommended**

**Action:** Direct staff to present a Resolution at the next scheduled council meeting

**Fund Name:** Treatment Plant Maintenance

**Account Number:** 301.114.5303

**Available Budget \$:** 43,240.74, balance from capital reserve

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

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525			<b>Quotation</b>		WS #10.
		<b>Quote Date</b> 24AUG2023		<b>Quotation Exp. Date</b> 30SEP2023		<b>Veolia TS Quote</b> <b>20591050</b>	
<b>Sales org.</b> B611		<b>Sales Representative / Contact</b> Dan Pence			<b>Reference</b> UV Parts & Service		
<b>Sold to : 1000153390</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Ship to : 400221963</b> CITY OF MOBERLY 1429 COUNTRY ROAD 2350 MOBERLY MO 65270 UNITED STATES			
<b>Bill to : 0000512764</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Payment terms</b> Net 30 Days From Invoice Date			
				<b>Inco terms</b> EXW FACTORY			
				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0051G01 CABLE 3 COND 6AWG SOOW PER FT UV 30 EA	30	EA	7.07	EA	212.10	
20	X0028H03 SWITCH DISCONNECT 3 POLE 60 AMP UV 4 EA	4	EA	66.74	EA	266.96	
30	X0028H05 SHAFT FOR DISCONNECT SWITCH, UV, 40-HO 4 EA	4	EA	8.28	EA	33.12	
40	PA000042 PISTOL GRIP HANDLE 2-POSITION 4 EA	4	EA	91.02	EA	364.08	
50	X0057H01 DCA Assembly 40-HO 2 EA	2	EA	688.13	EA	1,376.26	
60	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 6 EA	6	EA	488.84	EA	2,933.04	
70	X0048H01						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at the time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525			<b>Quotation</b>		WS #10.
		Quote Date	Quotation Exp. Date				
24AUG2023		30SEP2023		20591050			
Sales org.		Sales Representative / Contact		Reference			
B611		Dan Pence		UV Parts & Service			
<b>Sold to : 1000153390</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Ship to : 4000221963</b> CITY OF MOBERLY 1429 COUNTRY ROAD 2350 MOBERLY MO 65270 UNITED STATES			
<b>Bill to : 0000512764</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Payment terms</b>			
				Net 30 Days From Invoice Date			
				<b>Inco terms</b>			
EXW FACTORY							
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	WIRING HARNESS BALLAST INTERCONNECT US						
	16 EA	16	EA	167.55	EA	2,680.80	
80	X0050H01						
	WIRING HARNESS, DATA/PHOTOCELL, UV 40-HO						
	4 EA	4	EA	173.38	EA	693.52	
90	X0054H01						
	WIRING HARNESS, POWER DISTRIBUTION						
	4 EA	4	EA	73.88	EA	295.52	
100	X0049H03						
	40-HO PHOTOCELL CONN ASSY-L						
	4 EA	4	EA	51.12	EA	204.48	
110	X0085H01						
	FAN CORD SET						
	4 EA	4	EA	5.50	EA	22.00	
120	X0029H01						
	BALLAST, ASSEMBLY, 230V, UV 40-HO						
	80 EA	80	EA	258.08	EA	20,646.40	
130	X0024G29						
	Fan, 230V, Salt/Fog, UV40-HO						

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525			<b>Quotation</b>		WS #10.
		<b>Quote Date</b> 24AUG2023		<b>Quotation Exp. Date</b> 30SEP2023		<b>Veolia TS Quote</b> <b>20591050</b>	
<b>Sales org.</b> B611		<b>Sales Representative / Contact</b> Dan Pence			<b>Reference</b> UV Parts & Service		
<b>Sold to : 1000153390</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Ship to : 4000221963</b> CITY OF MOBERLY 1429 COUNTRY ROAD 2350 MOBERLY MO 65270 UNITED STATES			
<b>Bill to : 0000512764</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				<b>Payment terms</b> Net 30 Days From Invoice Date			
				<b>Inco terms</b> EXW FACTORY			
				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	4 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	4	EA	93.60	EA	374.40	
150	8 EA 546541-A HARNESS, INTERCONNECT, CODE SWITCH, 6FT	8	EA	94.00	EA	752.00	
160	8 EA 572275-A HEAT SINK TRANSFER COMPOUND 20LB GALLON	8	EA	31.51	EA	252.08	
170	1 EA 3097678 FEE,SERVICE VISIT,FIVE DAY	1	EA	621.04	EA	621.04	
180	1 EA 3059963 FEE,T&L, EXPENSE	1	EA	6,950.00	EA	6,950.00	
190	5 EA 3059959 FEE,T&L,AIRFARE	5	EA	300.00	EA	1,500.00	
	1 EA	1	EA	1,200.00	EA	1,200.00	

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	Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525	<h1>Quotation</h1>	WS #10.
	Quote Date: 24AUG2023		Quotation Exp. Date: 30SEP2023

<b>Quote Date</b> 24AUG2023	<b>Quotation Exp. Date</b> 30SEP2023	<b>Veolia TS Quote</b> <b>20591050</b>
<b>Sales org.</b> B611	<b>Sales Representative / Contact</b> Dan Pence	<b>Reference</b> UV Parts & Service

<b>Sold to : 1000153390</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES	<b>Ship to : 400221963</b> CITY OF MOBERLY 1429 COUNTRY ROAD 2350 MOBERLY MO 65270 UNITED STATES
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<b>Bill to : 0000512764</b> CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES	<b>Payment terms</b> Net 30 Days From Invoice Date
	<b>Inco terms</b> EXW FACTORY
	<b>Currency:</b> U.S. Dollar

**Freight:** Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
200	X0027H01 TOP LAMP SUPPORT ASSY 40 EA	40	EA	14.62	EA	584.80
210	X0016H18 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO COLD 40 EA	40	EA	29.19	EA	1,167.60
220	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40-HO 40 EA	40	EA	26.00	EA	1,040.00
230	591050-A CORD GRIP, 1" STRAIN RELIEF .748-1.00 4 EA	4	EA	11.81	EA	47.24

All services are estimated amounts. Customer will only be invoiced for actual time and travel expenses.  
Expenses are estimated and will be invoiced at actual cost plus 15%

NET PRICE	USD	44,217.44
FREIGHT & HANDLING	USD	545.00
<b>TOTAL AMOUNT</b>		<b>44,762.44</b>

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## Veolia Treatment Solutions Inc. Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Treatment Solutions Inc. business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, # together with the last proposal in order of time issued by the Seller - these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, application and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect, or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall directly pay all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express, or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to a reasonable adjustment in schedule, price and/or performance, as applicable.

11. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive, and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance, or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
13. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
14. Conflicts; No Third-Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.
15. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.
16. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
17. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. U.S Government Contracts. This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

# City of Moberly City Council Agenda Summary

Agenda Number: WS #11.

Department: Public Utilities

Date: September 18, 2023

**Agenda Item:** A Discussion Regarding A Resolution Approving The Moberly City Clerk As Authorized Representative For DNR Funding Applications And Authorizing The City Manager To Submit The Resolution To The Department Of Natural Resources.

**Summary:** The City of Moberly is required to submit revolving fund applications for capital projects if the city intends to utilize low interest revolving fund loans to finance any capital projects. As part of the process the city must name an “Authorized Representative” to sign applications for funding and related required documents. This request names Shannon Hance, Moberly City Clerk as the Authorized Representative to fill the role.

**Recommended**

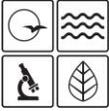
**Action:** Direct staff to present a resolution at the next scheduled council meeting

**Fund Name:** N/A

**Account Number:** N/A

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

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



### RESOLUTION OF GOVERNING BODY OF APPLICANT RESOLUTION NO. \_\_\_\_\_

(Suggested Form for Grant/Loan Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's funding programs for loans and/or grants under the Missouri Clean Water Law (Chapter 644, RSMo).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the planning and/or construction of specific eligible projects.

NOW, THEREFORE, be it resolved by \_\_\_\_\_ City Council of Moberly \_\_\_\_\_  
(Governing Body of Applicant)

1. That \_\_\_\_Randall Thompson\_\_\_\_\_ be and is hereby authorized to execute and file an  
(Designated Official)  
application on behalf of \_\_\_\_\_ City of Moberly \_\_\_\_\_  
(Legal Name of Applicant)  
with the State of Missouri for a loan and/or grant to aid in the planning and/or construction of:  
Various SRF Projects underway and in the future \_\_\_\_\_

2. That Shannon Hance Moberly City Clerk  
(Name of Authorized Official) (Title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application, which is herein authorized to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

### CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting \_\_\_\_\_ of the  
(Title of Officer)

\_\_\_\_\_, does hereby certify: That the attached resolution is a  
(Legal Name of Applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the \_\_\_\_\_

\_\_\_\_\_ held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_;  
(Name of the Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN

WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Recording Officer)

\_\_\_\_\_  
(Title of Recording Officer)

SEAL (If applicant has an official seal, impress here.)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Administration  
 Date: September 18, 2023

WS #12.

**Agenda Item:** Review Of A Telecommunication Service Contract For Moberly City Hall.

**Summary:** The attached telecommunication services contact with Socket is for internet services and will provide the renewal for services at City Hall.

**Recommended Action:** Direct staff to bring to the next Council meeting for final approval.

**Fund Name:** Data Processing

**Account Number:** 100.013.5403

**Available Budget \$:** \$119,000.00

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



**Socket Summary**

<b>Location</b>	<b>Pricing</b>	<b>Term</b>
101 W Reed City Hall Moberly, MO 65270	\$485.00	monthly charge
	\$0.00	non-recurring charge
	\$640.00	non-recurring charge (waived)

**Contract Total**

<b>Location</b>	<b>Pricing</b>	<b>Term</b>
Charges For All Packages	\$485.00	monthly charge
	\$0.00	non-recurring charge
	\$640.00	non-recurring charge (waived)

**Notices**

- \* Pricing is valid for thirty days.
- \* Pricing does not include applicable taxes and surcharges.
- \* Socket will provide service to the point of demarcation at the customer premise. Any wiring beyond this point will be the responsibility of Customer.
- \* Customer will be responsible for cancelling current services. Socket will notify Customer when services with prior service provider can be cancelled.

**Location Summary**

**101 W Reed City Hall Moberly, MO 65270 Dedicated Internet Access**

<b>Data Services</b>	<b>Qty</b>	<b>Pricing</b>	<b>Term</b>
Fiber Internet Bandwidth - 250Mbps/250Mbps	1	\$450.00	monthly charge
Leased High-Speed Router	1	\$35.00	monthly charge

<b>Other Fees</b>	<b>Qty</b>	<b>Pricing</b>	<b>Term</b>
Waived Setup Fee	1	\$640.00	non-recurring charge (waived)

This Telecommunications Service Contract ("TSC") sets out the Terms and Conditions for regulated telecommunications services and non-regulated data and ancillary services ("Services"). This contract is made by and between Socket Telecom, LLC ("Socket" or "Seller") and City of Moberly ("Customer" or "Buyer").

1. Term - This contract shall be effective as of date the TSC is approved and accepted by Seller (the "Effective Date") as reflected on the Contract: Summary of Service. The contract shall remain effective for a period of 36 months after the Service Delivery Date. The Service Delivery Date shall be the date upon which service is ready to be activated. At the end of the Term, unless previously terminated by either party by providing 30 days prior written notice, the terms and conditions contained in this contract will remain in full force and effect until terminated by either party by providing at least thirty (30) days prior written notice to the other party.
2. Socket will provide the Services specified in the Contract: Summary of Service. Socket may provide some or all of the specified Services through an affiliate, subsidiary, or subcontractor. Socket shall use reasonable efforts to provision necessary facilities to provide the specified Services. In the event suitable facilities are unavailable or special construction is required, the Seller reserves the right to refuse service or assess additional non-recurring construction charges beyond normal installation charges. In the event the Seller seeks to assess special construction charges, the Customer will have the option of paying the charges or declining service prior to any work taking place.
3. Customer agrees to pay special construction, installation, non-recurring, and recurring charges as specified in the Contract: Summary of Service. Socket will bill in full monthly increments with no proration for partial service periods when service ends in the middle of a billing cycle.
4. Services will be invoiced monthly. Payment is due 20 days after date of invoice. Accounts are in default if payment is not received within 45 days after date of invoice. If Customer's payment is returned to Socket, unpaid customer is immediately in default and subject to a \$25 return check charge from Socket. Accounts in default may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay Socket its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. In the event the Customer terminates Services prior to the end of the Term, the customer agrees on the next monthly bill to pay Socket, as liquidated damages and not as a penalty, the amounts set forth as follows:
  - \* For all non-hosted Services, customer agrees to pay an amount equal to 75% of the monthly payments remaining on the term period and all previously waived and/or unpaid set up and installation charges.
  - \* For Hosted Services, customer agrees to pay an amount equal to 100% of the monthly payments remaining on the term period for the Hosted Services.The customer agrees that the actual damage to Socket is difficult to ascertain and that the amounts fixed for liquidated damages are a reasonable estimate of the actual reduction in value of this TSC that Socket will sustain. Any modification or changes in Services requires the written approval of Seller. Customer must provide cancellation notice in writing.
6. All regulated services are provided subject to the terms of the applicable tariff or tariffs and Socket's Acceptable Use Policy ("AUP"), which are herein incorporated by reference. In the event the rate or rates for a regulated service or services specified in the applicable tariff is changed, Socket will provide advance notice of the increase to the Customer. In the event that Socket increases the rate charged to the Customer for a regulated service during this Term, the Customer will have the option to terminate the services without incurring any early termination charges. Customer must exercise such option within 30 days of the date of the first invoice applying the increased rate. In the event of a conflict between tariffs and this TSC, the terms of the tariff shall prevail.

7. All transport services will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting to designate them as such in this Order above, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Carrier-provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
8. Customer agrees to provide sixty (60) days advance notice to Socket if Customer seeks to move Services to a different location. Socket may either (a) allow Customer to provide 60 days advance notice to move Services to new location and pay any applicable installation charges or (b) terminate affected Services if Customer is moving to location where Socket does not provide Services. If Customer moves services, Customer will be required to enter into a new TSC for such new location for a Term equal to or greater than the Term of the original TSC. Monthly charges may also be affected. In the event Socket terminates affected Services or customer does not enter into a new TSC for a Term equal to or greater than the Term of the original TSC, Socket will apply the liquidated damages set forth in Section 5 for the terminated location. Customer agrees to pay the cost and expenses, if any, incurred by Socket to cancel the terminated circuit, including without limitation, any applicable third-party terminating liability charges.
9. All taxes and government-approved fees will be added to Customer's bill. Any customer Exemption from any taxes or government fees requires proper documentation before the Exemption can apply. Exemptions for billing prior to proper documentation being provided will not be credited.
10. The services provided under this contract may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or regulation is prohibited. This includes, but is not limited to, transmission of materials in violation of copyright protections, material legally judged to be threatening or obscene, or material in violation of trade laws or trade secret protections. Customer agrees to indemnify, defend, and hold harmless Socket from any claims resulting from customer's use of the service or breach of these Terms and Conditions or Socket's Acceptable Use Policy which result in damage to Customer or another party.
11. In compliance with FCC rules, Socket will not release a customer's Customer Proprietary and Network Information to any non-affiliated company without the customer's consent and will take appropriate measures to safeguard that information from unauthorized disclosure.
12. Socket shall use reasonable efforts to make Services available by the estimated Service Delivery Date. Socket shall not be liable for any damages whatsoever for late delivery, including delays incurred for reasons beyond the reasonable control of Socket such as casualty, condemnation, loss of rights-of-way, delays in obtaining necessary regulatory approvals, and weather related delays in actual construction work (Force Majeure Events). If Customer is not ready to accept Socket Services on the actual Service Delivery Date, Socket shall nevertheless commence billing.
13. Socket disclaims all express or implied warranties, obligations, or liabilities, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except for any limited warranties expressly set forth herein or in the applicable tariffs. The products, including software, are provided as is without warranty of any kind, either express or implied. Socket does not warrant that equipment sold, if any, including software and security software, will be uninterrupted or error free in its operation or prevent third party hacking or access to customer's networks. Socket shall not be liable for loss of data, the inability to use data, or damage or expense arising from the use or inability to use the service, either separately or in combination with any other system, whether or not Socket has received notice of the possibility of such damages.

- 14. Customer is responsible for returning Customer Premise Equipment furnished by Socket in good working condition upon the termination of service. In the event the Customer does not return Customer Premise Equipment, Customer will be billed by Socket for the cost of Customer Premise Equipment. In the event Customer Premise Equipment is damaged or destroyed, Customer is responsible for the cost of replacing Customer Premise Equipment. Customer Premise Equipment that Socket uses in the normal course of business is subject to a 10% restocking fee while Customer Premise Equipment that Socket does not stock in the normal course of business will be subject to a 25% restocking fee in the event Customer cancels service prior to the turn up of service.
- 15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. This Agreement constitutes a legally enforceable contract between the Buyer and Seller hereto and shall be construed, interpreted, and governed by, the laws of the State of Missouri, with Boone County as the proper and accepted Venue.
- 16. Customer gives Socket, its vendors, or contractors all necessary rights of access and entry to the property to install, provide, maintain, repair, and upgrade Services. In the event that Socket, its vendors, or contractors install fiber-optic facilities and related equipment to serve Customer, Customer gives Socket permission to place such facilities in existing conduits and riser facilities if Socket determines such existing conduits and riser facilities have sufficient capacity. Customer also gives Socket the right to connect to and use existing customer-owned cabling. Customer may not modify, move, remove, alter, use, occupy, or damage Socket's facilities, including Socket installed conduits, without the prior written consent of Socket.

**Customer hereby agrees to the Terms and Conditions, Authorization to Change Service Provider(s) and other provisions of this Agreement.**

**Customer Authorization**

**Socket Authorization**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Socket Signature

\_\_\_\_\_  
Customer Printed Name/Title

\_\_\_\_\_  
Carson Coffman,  
President/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date