

A G E N D A
WORK SESSION
City of Moberly
September 03, 2019
6:00 PM

Requests, Ordinances, and Miscellaneous

1. An Ordinance establishing the annual tax for the imposition of a 9-1-1 tax for the emergency telephone services heretofore imposed by ordinance No. 6948 and adopted May 2, 1994.
2. A Resolution to accept the 2019 Randolph County Natural Hazards Plan.
3. An application submitted by Lori Turk for a zoning change from an R-1 (Single Family Residential District) to an R-1/PD (Single Family/Planned District) for a proposed Medical Marijuana manufacturing facility on the property located at 1301 Union Ave.
4. An application submitted by Mike Mattox on behalf of Teamwork Properties LLC. for a conditional use permit for a proposed Airbnb for the property located at 522 W. Rollins. The property is currently zoned an R-2 (Two-Family Residential District).
5. Discussion on Moberly Inn and Suites.
6. A request from Chamber of Commerce to hold their annual Christmas Parade on December 7, 2019.
7. Receipt of bids for extrication equipment
8. A Resolution Authorizing The City Manager To Execute A Governmental Consulting Services Agreement With Zamkus And Associates, LLC For Consultant And Lobbyist Work.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: September 3, 2019

WS #1.

Agenda Item: An Ordinance establishing the annual tax for the imposition of a 9-1-1 tax for the emergency telephone services heretofore imposed by ordinance No. 6948 and adopted May 2, 1994.

Summary: Each year the annual 911 tax for the City of Moberly requires review and renewal. After review of the financial reports, it is recommended the 911 tariff remain at fourteen and one half percent (14.5%).

Recommended Action: Direct staff to bring to council for approval

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input checked="" 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 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 _____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this
_____ day of _____ 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Fire Department
 Date: September 3, 2019

WS #2.

Agenda Item: A Resolution to accept the 2019 Randolph County Natural Hazards Plan.

Summary: Every five the years the County’s Natural Hazards Plan must be reviewed and revised. The Mark Twain Regional Council with assistances from local agencies within Randolph County have reviewed, revised and modified the plan. The Randolph County Plan is a Multi-Jurisdictional Local Hazard Plan to establish goals and actions to mitigate the loss of life and property during natural disasters. The plan must be completed by October 1, 2019

Recommended

Action: Direct staff to bring to the September 16th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

ADOPTING THE RANDOLPH COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN

WHEREAS, the City of Moberly recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Moberly fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, the City of Moberly desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Randolph County Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Moberly demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

NOW, THEREFORE, BE IT RESOLVED, that the City of Moberly adopts the “Randolph County Multi-Jurisdictional Local Hazard Mitigation Plan” as an official plan; and

BE IT FURTHER RESOLVED, the City of Moberly will submit the updated plan along with this Adoption Resolution to the Missouri State Emergency Management Agency and Federal Emergency Management Agency Region VII officials to enable the plan’s final approval.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev. WS #3.
 Date: September 3, 2019

Agenda Item: An application submitted by Lori Turk for a zoning change from an R-1 (Single Family Residential District) to an R-1/PD (Single Family/Planned District) for a proposed Medical Marijuana manufacturing facility on the property located at 1301 Union Ave.

Summary: The Planning & Zoning Commission recommended approval for the request of a zoning change at the meeting on August 26, 2019. Attached is the application submitted by Lori Turk, a copy of the staff report and a copy of the re-zoning permit.

Recommended Action: Bring forward to the September 16, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 3

Meeting: August 26, 2019

Public Hearing to consider:

Public Hearing for an application submitted by Lori Turk who is requesting the rezoning of 1301 Union Ave from an R-1 (Single-family Residential District) to an R-1 PD (Single Family Residential District- Planned Development District)

COMMENTS:

The parcel of land has frontage along Union Ave with a total of 41 acres. The property is bordered on the North by M-P (Mobile Park) and R-1 (Single Family Residential), on the West by R-1 and R-3 (Multifamily Residential District), on the South by R-1, and on the West with B-3 (Commercial Business District) and R-3.

The proposed plan is to develop a Medical Marijuana Infused Oils Laboratory at this location. The unused residential structure will be removed and a new structure (approx. 12,000 sq ft) will be built behind the current residential structure to conceal the view with vegetation. Driveways and entrances required hard surface concrete or paving.

Purpose of this district is to provide for elements of flexibility in design, placement, arrangements, bulk and other considerations involved in planned districts; to provide a framework within which structures and uses in the planned district may be interrelated with adjacent development areas; and to maintain the desired overall intensity of land use, desired population densities, and desired use of open space.

The Future land use map of the City comprehensive plan shows this property as single-family residential use.

A re-zoning request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

pd 8-5-19

Return Form to:
Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only
Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Moberly Radiology & Imaging - Lori Turk Phone: 660 651 2719
Address: 1301 Union Ave PO Box 188 Zip: 65270
Owner: Lori Turk Phone: 660 651 2719
Address: 1161 Oxbow Lane Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 1301 Union Ave
Property is Located In (Legal Description): Parcel ID 08-9.0-31.0-0.0-000-026.000

Present Zoning R-1 Requested Zoning: ~~R-1~~ PD Acreage: 40.55

Present Use of Property: R-1

Character of the Neighborhood: undeveloped

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>single family / mobile park</u>	<u>R-1 / MP</u>
South	<u>undeveloped</u>	<u>R-2</u>
East	<u>Multi family - business</u>	<u>R-3 / B-3</u>
West	<u>Multi family -</u>	<u>R-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes No

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes No

If yes, explain: Planned development is not allowed in R-1

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes No

2. Is the proposed change consistent with the Future Land Use Map?

Yes No

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Union Ave

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

- 2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
<u>Union</u>	<u>Arterial</u>	<u>60 ft.</u>

- 3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes _____ No
- 2. Properly Sized Street Right-of-Way? Yes _____ No
- 3. Drainage Easements? Yes _____ No
- 4. Utility Easements:
 - Electricity? Yes _____ No
 - Gas? Yes _____ No
 - Sewers? Yes _____ No
 - Water? Yes _____ No

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.


Applicant's Signature

8-5-19
Date

Moberly, MO

Property Report Card

WS #3.

Parcel Number: 08-9.0-31.0-0.0-000-026.000

Owner Name: MOBERLY RADIOLOGY & IMAGING 1 LLC

Situs Address: 1301 UNION AVE

Owner Address: 1509 UNION AVE

Owner Address 2: P O BOX 188

Owner City State Zip: MOBERLY, MO 65270

Section: 31.0

Township: 54

Range: 13

Book: 677

Page: 834

Deed Date: 9/18/2007 12:00:00 AM

Deed Acres: 41.20

Acres: 40.55

Legal Description: CARL HAYNES SURVEY...MOBERLY:

Legal Description 2: LOT 10

Legal Description 3:

Legal Description 4:

Data contained within this web site was created from record research provided by the county and/or city. Moberly, MO does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. This web site is only intended for informational purposes.

The proposed change of the property located at 1301 Union Ave Moberly, MO from R-1 to M-1 will not positively impact the City of Moberly by offering the opportunity to develop land that is currently not being utilized. This prospect would potentially provide employment opportunities. It would not negatively impact the surrounding areas, as there are commercial properties in close proximity and R-3 and M-P adjoining the property. There will be minimal, if any increased traffic in the area and no danger from fire hazards.

CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:
Date of Action: August 26, 2019
Action: APPROVAL

ON AUGUST 26, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-1 TO A (N) R-1/PD (ZONE) TO BE LOCATED AT 1301 UNION AVENUE, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE SEPTEMBER 3, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____

Connie Asbury
CHAIRPERSON CONNIE ASBURY

Shawn Andrews
ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev. WS #4.
 Date: September 3, 2019

Agenda Item: An application submitted by Mike Mattox on behalf of Teamwork Properties LLC. for a conditional use permit for a proposed Airbnb for the property located at 522 W. Rollins. The property is currently zoned an R-2 (Two-Family Residential District).

Summary: The Planning & Zoning Commission recommended approval for the request of a conditional use permit at the meeting on August 26, 2019. Attached is the application submitted by Mike Mattox, a copy of the staff report and a copy of the conditional use permit.

Recommended Action: Bring forward to the September 16, 2019 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"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input checked="" type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input 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 _____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 1

Meeting: August 26, 2019

Public Hearing to consider:

Public Hearing for a request submitted by Mike and Libby Mattox for an application for a conditional use Air BnB located at 522 W. Rollins the property is currently zoned R-2 (Two Family Residential District)

COMMENTS:

The applicant is proposing to convert a 1798 square feet rental house located at 522 W. Rollins to an Air BnB with a single car driveway in the rear yard.

The site contains approximately 3690sq. ft. and is surrounded by residential property on the West and South, a church on the East and the Downtown Business District to the North.

The Air BnB by definition is a short term housing rental limiting a transient guest to not more than 30 days in a calendar year.

The Future land use map of the City comprehensive plan shows this property as two-family residential use.

A conditional use request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by Rick Ridgway

CITY OF MOBERLY
CONDITIONAL USE PERMIT APPLICATION

Return Form To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

RECEIVED
AUG 05 PAID
CITY OF MOBERLY

Deposit: _____
Date Filed: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: MIKE & LIBBY MATTOX Phone: 660.269.8088
Address: 522 PO Box 223 Moberly Zip: 65270
Owner: Framework Properties, LLC Phone: 660 269 8088
Address: PO Box 223 Moberly Zip: 65270

PROPERTY INFORMATION:

Location of Property: 522 W Rollins
Legal Description: E45' of Lot 1 & E45' N32.5' Lot 2
Porters Addition

Present Zoning Classification: R-2 Acreage: .09

Present Use of Property: Single family residence

Proposed Land Use Activity: short term housing rental
(AIRBNB)

Article, Section and sub-section (if applicable) allowing for said special use to be applied for:
moberly ordinance 9507

ATTACHMENTS REQUIRED:

WS #4.

1. A site plan as specified in Section of the Zoning Regulations as well as any other information, which would be helpful to the Planning and Zoning Commission in consideration of the application.
SAME site plan as existing home
2. List of property owners located within:
 - A. 185 feet of the property if the proposed Special Use is located within the city's corporate limits;
 - B. 1,000 feet of the property if the proposed Special Use is adjacent to the city's corporate limits.


 Applicant's Signature

8/2/19
 Date

*FIRST BAPTIST Church of Moberly
 Swartz Management Group, LLC*

*514 W Rollins
 PO Box 740*

Mark Lajeunesse

211 N Clark

HORIZON Housing Foundation

*23 N GORE AVE STL MO
 Ste 202 63119*

Brenda Armstrong

526 W Rollins

MCL Management & Consulting Group LLC

*156 GALEWOOD Circle
 San Francisco, CA 94131*

Tim & Connie Morgan

1183 CR 1220

Zachery & TRISHA DEVERES

116 Thompson

Teamwork Properties, LLC

PO Box 223

Douglas E Dowdy

113 Elizabeth

Jerry & Renee Swarty

PO Box 740

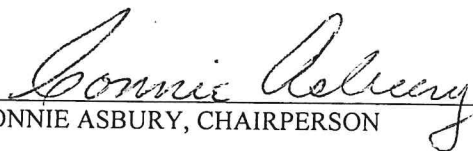
CITY OF MOBERLY, MISSOURI
CONDITIONAL USE PERMIT
REASONS FOR DETERMINATION

ON AUGUST 26, 2019, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR AN AIRBNB TO BE LOCATED AT 522 W ROLLINS STREET, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE SEPTEMBER 3, 2019 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS CONDITIONAL USE PERMIT, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY):



CONNIE ASBURY, CHAIRPERSON



ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev. WS #5.
 Date: September 3, 2019

Agenda Item: Discussion on Moberly Inn and Suites.

Summary: The letter attached is an agreement between the City of Moberly, Randolph County Health Department (RCHD), and Moberly Inn and Suites. It details the agreement that Moberly Inn and Suites will execute the following list prior to obtaining a new lodging license:

1. Pass inspection by Randolph County Health Department
2. If at any point a valid complaint is received from a consumer and investigated by RCHD, they will be given 15 days to correct the violation.
3. The Moberly Inn and Suites will be required to pass three (3) consecutive sixty (60) day review periods to obtain a full lodging license.
4. Moberly Inn and Suites agrees to remit a deposit of \$25,302.38 for lodging tax which may be due.
5. Moberly Inn and Suites agrees to hiring a third party investigative company to review records if any discrepancy is found.
6. Failure to submit an audit by Moberly Inn and Suites will forfeit the lodging tax deposit and create due cause for voiding their business license.
7. Moberly Inn agrees to hiring of a third party that is approved by City of Moberly for preparation and remittance of future lodging taxes due.
8. Moberly Inn and Suites agrees to address illegal activity and non-paying guests with 24 hours of identification or they forfeit their business license.
9. Moberly Inn and Suites agrees to not have any involvement or employment with Dawn Dowling, her son, or any other family member.

All of these items have been agreed to as represented in the attached notarized document prepared by City of Moberly Special Counsel and signed by Arjun Mehta, owner of Moberly Inn and Suites.

Recommended Action: Bring forward to the September 16, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Zach Sanders
JONES, SCHNEIDER AND STEVENS, LLC
11 North 7th Street
Columbia, MO 65201

June 6, 2019

RE: Moberly Inn Matter Update

Zach,

The City has received information from Mr. Mehta's Architecture Firm and architect, Jason Tegerdine with Simon Associates Inc., Architecture. The City is agreeable with the Scope of Work provided by Mr. Tegerdine in his May 22, 2019 letter with the following additions, which have already been communicated to Mr. Tegerdine via email by Mr. Aaron Decker of the City of Moberly. The email communication to Mr. Tegerdine is as follows:

"The City agrees that your list is complete and is looking forward to reviewing the plans for rehabilitation after completion of your testing to determine the full extent of rehabilitation.

In addition we would like to emphasize a couple points to not overlook when you are going through the process...

- 1) I understand that the MEP testing will include Electrical, Plumbing, and HVAC systems.
- 2) We would like a schematic and detailed drawing to match the repairs on the asphalt parking lot.
- 3) Do not forget to include the handrails and guardrails in the 400 Building walkway when evaluated by the structural engineer.
- 4) We will need a layout of walls and doors for the whiteboxed portion of the buildings out there. This should include calculated areas and occupant loads figured based on classification of use and standards it is meeting that you are recommending for it as a whitebox building. This is for verification that it meets building area and fire safety standards of the 2012 IBC.

Thank you for checking with us, and thank you for working on this project. We look forward to the progress moving forward."

In addition to the finalization of the building repairs and rehabilitation itself, there is still the outstanding requirement by the City of the settlement of the Lodging Tax Matter. The City had previously sent to you and your client a joint letter between the City and Randolph County Health Department that set forth the City of Moberly requirements that would be necessary for the issuance of a business license. Those terms had previously been reviewed with you and your client and agreed to by your client. A copy of that July 25, 2018 letter is attached with this letter. The City wants to reiterate that those terms are part of, and continue to be, required by Mr. Metha in order for a valid business license to issue. To date, the City has not received any payment toward the unpaid business license tax.

Could you please advise on when your client would be submitting the required deposit to the City in the amount of \$25,302.38? Will your client be sending their books and records to an auditor as set forth in the letter or will your client agree to simply allow the City to keep the deposit as settlement of the disputed lodging tax amounts?

Finally, it needs to be noted that the City expects that neither Ms. Dowling nor Mr. Jewett be allowed to work for the operation nor be residents of the property after the rehabilitation is complete.

Please let me know as soon as you can, if your client understands and accepts the expectations of the City as set forth above and in the attached letter. Specifically, please acknowledge what your client intendeds to do with the outstanding and disputed lodging tax payments. If you could please let me know by June 12, 2019 so that I could inform the Council of your client's decision I would appreciate it.

Feel free to call me with any questions.

Sincerely,



Cydney D. Mayfield
Special Counsel, Moberly Missouri

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: September 3, 2019

WS #6.

Agenda Item: 2019 Chamber of Commerce Christmas Parade on December 7, 2019.

Summary:

If approved, the 2019 Chamber of Commerce Christmas Parade will be held on December 7, 2019 at 1:00PM. Chamber of Commerce Director Megan Schmidt is requesting a change in the parade route in order to lessen traffic congestion on West Reed Street for the residents living there as well as a change in the day of the week and start time. She requests the parade begin in the 100 block of Reed Street and travel West down Reed St to Johnson St where the parade will disband. Parade line-up will be on the City Hall lots located at 101 W Reed and across from City Hall at Depot Park. Only thirty entries are expected and the two parking lots and the 200 block of Sturgeon Street should have ample room for parade line-up. Contact number for Schmidt is 660-263-6070. Police Department is request to assist with traffic control along the parade route.

Recommended Action: Direct staff to bring to council for approval

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input checked="" type="checkbox"/> Staff Report	Mayor		
<input type="checkbox"/> Correspondence	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation	Council Member		
<input type="checkbox"/> P/C Minutes	M___ S___ Brubaker	___	___
<input type="checkbox"/> Application	M___ S___ Kimmons	___	___
<input type="checkbox"/> Citizen	M___ S___ Davis	___	___
<input type="checkbox"/> Consultant Report	M___ S___ Kyser	___	___
		Passed	Failed

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

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 8/27/2019

- 1. Organization/Agency requesting permit: Moberly Area Chamber of Commerce
- 2. Name of Person making Application: Megan Schmitt
 Contact Person: Megan Schmitt Phone: 660-263-6070
- 3. Date of Parade: Saturday, December 7, 2019 Start Time: 1:00 P.M.
- 4. Staging Area: City Hall Parking Lots
- 5. Approximate Number of Units Participating in Parade:

A. Bands _____	D. Foot Units _____
B. Motorized Units _____	E. Animal Units _____
C. Floats _____	F. Others _____

Total Number of Units: 30 approximately (hopefully)

6. Parade Route and ending point: Different than last year. Line up in both City Hall Parking lots at 101 W. Reed (behind building) and at Depot Park, Start at Clock tower at Depot park, go West towards post office. Disperse at Post Office.

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

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? Six

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

10. Signature of Applicant: Megan Schmitt

11. Approved: X Disapproved _____

12. By authority of: [Signature] Date 08 27 -19
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Fire Department
 Date: September 3, 2019

WS #7.

Agenda Item: Receipt of bids for extraction equipment

Summary: The Moberly Fire department's current extrication tools are over 16 years old. We have completed research on different types and brands of battery operated tools. The battery operated tools will allow us to work further away from a hydraulic generator on auto accident or special rescue. These tools will be located at station 2 so they can respond along the 24/63 corridor.

Recommended

Action: Direct staff to bring to the September 16th Council meeting for final approval.

Fund Name: CIP

Account Number: 100.008.5502

Available Budget \$: 30,000.00

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

CITY OF MOBERLY

"BID OPENING"

Date: Aug. 14, 2019, 10:00a.m.

<u>Feld Fire</u>	\$ _____
- 2 stage Ram	\$ 7865
- spreader w/lighted handle	\$ 9610
- " w/out lighted handle	\$ 9355
- Cutter	\$ 7809
- Battery charger w/ 4 bank	\$ 2215
<u>Banner Fire Equip</u>	\$ 28,895
" alternate tools	\$ 21,190
<u>Leo M. Ellebracht Co.</u>	\$ See email. Contacted by company to disregard
<u>Jon's Mid-America Fire Apparatus, Inc</u>	\$ 24,416
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CITY OF MOBERLY

WS #7.

"BID OPENING"
Sign-In Sheet

Date: August 14, 2019, 10:00 a.m.

Name	Company
Shannon Hance	City of Moberly, MO
George Albert	moberly Fire
Justin Keltner	Jon's Mid America
Jerry Washan	Moberly Fire

ADVERTISEMENT FOR BIDS

Battery Powered Extrication Equipment

The City of Moberly is currently seeking bids for Battery Powered Extrication Equipment. Bids are being accepted until 10:00 a.m. on Wednesday, August 14, 2019. Bids shall be submitted in a sealed envelope clearly marked with "Fire Department Extrication Equipment", the bidder's company name, and the date and time for bid opening clearly and legibly marked on the outside. Submit bids to Kay Galloway, City Clerk, Moberly City Hall, 101 West Reed Street, Moberly, Missouri, 65270. Interested in submitting a bid, please contact Kay Galloway, City Clerk for a bid sheet. For specific information, please contact Fire Chief George Albert by e-mail at galbert@moberlyfd.com / Jerry Washam at jwasham@moberlyfd.com

SUBMITTED BY George Albert

CITY OF MOBERLY

Fire Chief

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

Tuesday, July 30, 2019

AN AFFIDAVIT IS REQUIRED UPON COMPLETION



Jon's Mid America Fire Apparatus is pleased to bid one (1) ESLC-29-D TNT M28 Battery Powered cutter, one (1) ES-100-28-D TNT M28 Battery Powered Spreader, one (1) R40 TNT M28 Battery Powered Ram, and one (1) CP-10 TNT Ram Extension Kit with 15 inches of extensions, push plate and additional heads for the cost of Twenty Four Thousand, Four Hundred and Sixteen Dollars (\$24,416.00)

We hope you like our tools and Jon's can do business with you.

Sincerely,

Justin Keltner

ART.107.834.2

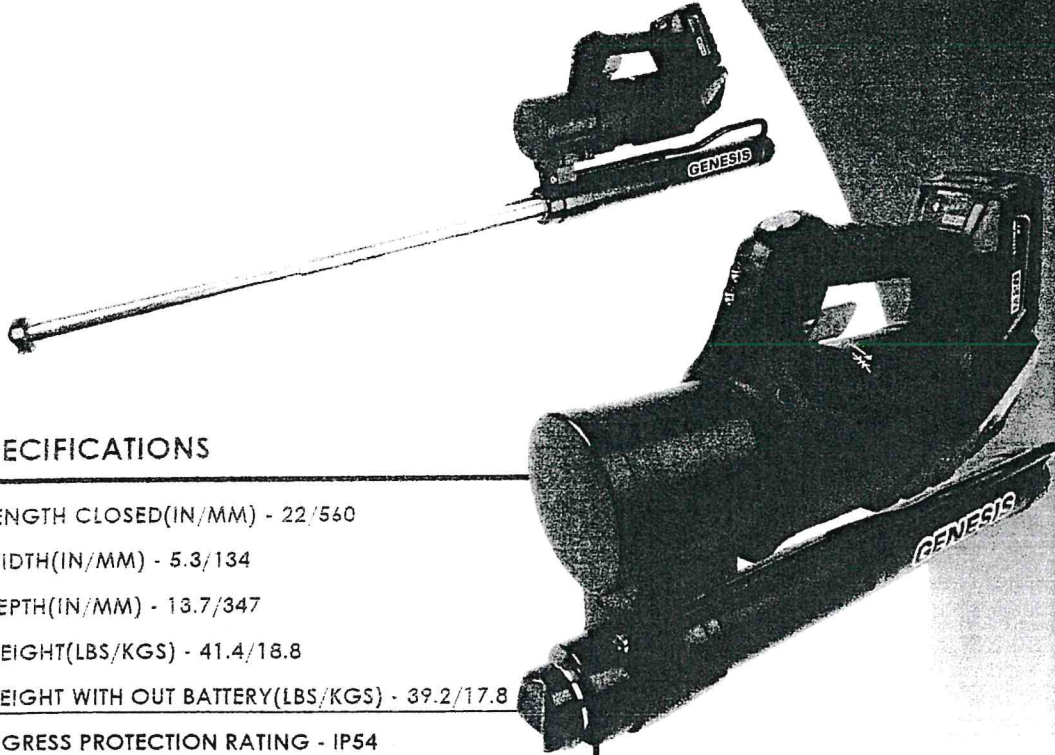
UDV CERTIFICATE NUMBER: 028-713127540-001



GENESIS
RESCUE SYSTEMS
THE NEXT GENERATION OF EXTRICATION

22-54 EFORCE 2.0 TELESCOPIC RAM

E FORCE 2.0



SPECIFICATIONS

LENGTH CLOSED(IN/MM) - 22/560
WIDTH(IN/MM) - 5.3/134
DEPTH(IN/MM) - 13.7/347
WEIGHT(LBS/KGS) - 41.4/18.8
WEIGHT WITH OUT BATTERY(LBS/KGS) - 39.2/17.8
INGRESS PROTECTION RATING - IP54
NOMINAL VOLTAGE - 28V
CURRENT CONSUMPTION - 10-42 A
BATTERY - 28V DC / 3.0 OR 5.0 AH
NOMINAL PRESSURE(Psi/MPa) - 10,200/70
LENGTH EXTENDED(IN/MM) - 53.5/1360
STROKE(IN/MM) - 31.5/800
MAX PUSHING FORCE(LBF/KN) - 24,279/108
NFPA 1936 COMPLIANT - YES

DATE: 05-17-2018	REVISION: 5.2018
PBY: GCC	028-713127540-001



GENESIS

RESCUE SYSTEMS



Genesis Rescue Systems Warranty

(This is a Limited Warranty. Please read it carefully)

WHO IS PROTECTED

The Genesis Limited Warranty provides, with few exceptions, that all Genesis Rescue Tools and parts are warranted against defects in materials and workmanship for the lifetime of the tools. If we determine that one of the Rescue Tools is defective, we will, at our option, repair or replace any of the components.

EXCLUSIONS

This Warranty is limited and protects only the original owner and covers all defects in material and workmanship with exceptions specified as follows: (1) damage caused by accident, any unreasonable use or neglect (including the lack of periodic and necessary maintenance), deterioration, wear and tear, or mishandling; (2) damage occurring during shipment (claims should be presented to the carrier); (3) damage to or deterioration of any accessory other than Genesis accessories; (4) damage and breakages from failure to follow instructions contained in your owner's manual and use of tools in operations other than reasonable extrication and other rescue; (5) damage resulting from repairs or alterations by someone other than Genesis, or an authorized Genesis Service Center.

TO OBTAIN WARRANTY PERFORMANCE

If your Genesis product ever needs service, write or call your Genesis Service Center. You may be asked to send your unit to the factory for repair. Please do not ship your product without prior authorization. This warranty is exclusive and Genesis makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products sold by it, whether as to merchantability, fitness for a particular purpose or any matter. No distributor, agent, employee, or representative of Genesis has any authority whatsoever, to bind to any affirmation, representation or warranty concerning Genesis products or parts, except as stated herein.

WHO PAYS FOR WHAT

Genesis will pay labor and material for a period of one year and thereafter all material expense for all repairs covered by this warranty, for the lifetime of the equipment, as long as you own and properly maintain and handle the equipment subject to the discussed exclusions. If necessary repairs are not covered by this warranty, or if a unit is examined which is not in need of repair, you will be charged for the repairs or the examination. You must pay any shipping charges incurred in getting your Genesis products to and from an Genesis Service Center, or to the factory.

EXCLUSION OF CERTAIN DAMAGES

Genesis liability is limited to the replacement at our option, of any defective product and shall in no event include incidental or consequential commercial damages of any kind. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts sold by Genesis which have been found to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Genesis is willing and able to repair or replace said defective products or parts in the prescribed manner.

GENESIS RESCUE SYSTEMS

2780 CULVER AVENUE

KETTERING, OHIO 45429

PHONE: 1 887.293.6240 FAX: 1 887.293.7049

chrome-extension://gphandlahdptfmcakmbngmbjnjiahp/file:///C:/Users/JeffMC/Downloads/Genesis Warranty (1).pdf

VERSION GRW.2.14

2/3

FELD FIRE

WE'VE GOT YOU COVERED
 1330 NW Jefferson St.
 Grain Valley, MO. 64029
 Phone: 816-443-2738 ** Fax:816-443-2864

Quote

WS #7.

Date: August 8, 2019
 Quote #: Amkus - iON Tools
 Customer PO:

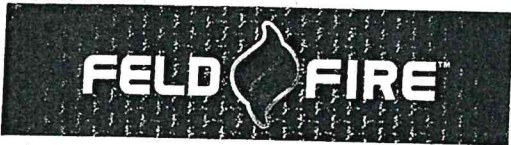
Customer Number: 02-1280565
 To: Moberly Fire Department
 Attn: Chief George Albert

Ship to:

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Requested By
42-DAVE ROBERTS	Amkus Battery Tools	Best Way-Salesman Delivery	INCLUDED		Standard	Chief Albert
Qty	Item #	Description	List Price	Per Each Price	Extended Total	
	Ram w/Extension					\$ -
	iTR230 w/	Amkus iON 2 Stage Ram, <u>Tool Only</u>		\$ 7,865.00	\$ -	\$ -
	AMK-TCE-KIT	3 PC Ram Extension Kit, INCLUDES: 10", 18", 27" Approximate Weight: 44lbs Approximate Extension Length: 22.6" Approximate Retracted Length: 11.4" Approximate Pushing Force: 1st Stage 48,061 lb, Approximate Pushing Force: 2nd Stage 17,418 lb			\$ -	\$ -
	Spreader					\$ -
	iC280LB-0029	Amkus iON 28" Spreader, <u>Tool Only</u>		\$ 9,355.00	\$ -	\$ -
	iC280LB-L-0029	Amkus iON 28" Spreader, <u>w/Lighted Handle, Tool Only</u> **INCLUDES: KS0029 (ERT) Extended Reach Tips Minimum Spreading Distance: 24" Approximate Weight: 50.5lbs		\$ 9,610.00	\$ -	\$ -
	Cutter					\$ -
	iC550LB	Amkus iON Cutter, <u>w/LED Lights Handle, Tool only</u> Approximate Weight: 45.9lbs Approximate Minimum Cutter Opening: 5.8 inch Minimum Cutter Rating: A6/B5/C6/D7/E7		\$ 7,809.00	\$ -	\$ -
	COMBI Tool					\$ -
	iCT516	Amkus Combination Tool, <u>Tool Only</u>		\$ 8,153.00	\$ -	\$ -
	Battery Chargers	**ADD Battery & Charger System to Quote, **Other Batteries & Chargers Available				\$ -
	BATT9-KIT	DeWalt (2) 9/3 Amp-HR 60V Batteries & Single Charger		\$ 432.50	\$ -	\$ -
	IBATTFV-9/3Fast	DeWalt (6) 9/3 Amp-HR 60V Batt & 4 Bank Fast Charger		\$ 1,232.00	\$ -	\$ -
	IBATTFV-9/120-4	DeWalt (6) 9/3 Amp-HR 60V Batt & 4 Bank Inverter Charger		\$ 1,549.00	\$ -	\$ -
	BATT12-KIT	DeWalt (2) 12/4 Amp-HR 60V Batteries & Single Charger		\$ 618.00	\$ -	\$ -
	IBATTFV-12/4Fast	DeWalt (6) 12/4 Amp-HR 60V Batt & 4 Bank Fast Charger		\$ 1,898.00	\$ -	\$ -
	IBATTFV-12/120-4	DeWalt (6) 12/4 Amp-HR 60V Batt & 4 Bank Inverter Charger **Inverter Charger can run corded tools, w/Batteries installed		\$ 2,215.00	\$ -	\$ -
	Batteries-ONLY					\$ -
	iBATTFV-9	DeWalt 60v Flexvolt 9/3 AMP-HR Battery		\$ 170.00	\$ -	\$ -
	iBATTFV-12	DeWalt 60v Flexvolt 12/4 AMP-HR Battery		\$ 283.25	\$ -	\$ -
	Chargers-ONLY					\$ -
	iCHRG120	DeWalt Flexvolt Single Battery Charger		\$ 107.00	\$ -	\$ -
	iCHRG-4FAST	DeWalt Flexvolt 4 Bay Battery Charger, Fast Charger		\$ 218.25	\$ -	\$ -
	iCHRG120-4	DeWalt Flexvolt 4 Bank Inverter Charger **Inverter Charger can run corded tools, w/Batteries installed		\$ 532.50	\$ -	\$ -

Qty	Item #	Description	List Price	Per Each Price	Extended Total
	Fire-Rescue Kits				\$ -
	WNDREM-KIT	DeWalt Flexvolt Windshield Removal KIT		\$ 595.00	\$ -
	RECSAW-KIT	DeWalt Flexvolt 60V Reciprocating Saw Kit, w. (20) Blades		\$ 645.00	\$ -
	SCNLGHT-KIT	DeWalt Flexvolt Scene Lighting Kit		\$ 425.00	\$ -
	CUTSAW-KIT	DeWalt Flexvolt 9" Cut Off Saw Kit, <u>9/3AMP-HR</u>		\$ 795.00	\$ -
	CHNSAW-KIT	DeWalt Flexvolt Brushless Chainsaw Kit, <u>9/3AMP-HR</u>		\$ 370.00	\$ -
	BLOWER-KIT	DeWalt Flexvolt Handheld Blower Kit, <u>9/3AMP-HR</u>		\$ 290.00	\$ -
	**All Kits come w/Single 6/2AMP-HR Battery & Single Charger, **Except as noted				
	**See Catalog for equipment included in kits				

****In-Service Training included in pricing.**



Dave Roberts Sales Representative
 715 Redwood Dr · New Bloomfield, MO 65063
 T 800.568.2403 · P 712.792.3143 · M 319.529.6204
 daver@feldfire.com · www.feldfire.com

A division of ED M. FELD EQUIPMENT CO., INC.

Dave Roberts

Tool Warranty Details & Conditions: **10 years**
 Battery Warranty: **3yr Limited, 1yr Free Service,**
 Daily/Weekly Operator Inspections: **Battery Charged & Standard Blade/Jaw Inspection**
 Monthly Operator Inspections: **Center Bolt inspection & battery inspection**
 Feld Fire Ability to Provide Loner Tools: **Yes**
 Response Time After Request for Service: **36 to 48 Hours**
 Anticipated Time for complete Delivery: **4 Weeks from time of order.**

Dave Roberts
 715 Redwood Dr
 New Bloomfield, MO 65063
 319 529 6204
 Central MO Sales

Customer Notes:

Subtotal
 Sales Tax
 Total

Make all checks payable to Ed M. Feld Equipment Co., Inc.
 Thank you for your business!

113 N. Griffin Rd., Carroll, IA 51401 800.568.2403 712.792.3143 sales@feldfire.com

SALES REP: Jeff McReynolds		QUOTE FROM		QUOTE DATE: 08/14/19	
WHEN SHIP: Ship Complete		BANNER FIRE EQUIPMENT, INC.		VALID UNTIL 90 days	
SHIP VIA:		DEPT: Moberly Fire Department		PHONE #:	
UPS-SALES		ADDRESS: 310 North Clark St Moberly, MO 65270-1520			
PARTIAL		SHIP TO:		FAX #:	
COMPLETE	x	ADDRESS: Attn: Chief George Albert Attn: Moberly City Clerk			
PART NUMBER	QTY	ITEM # / DESCRIPTION		PRICE EACH	TOTAL
		GENESIS eFORCE 28 volt			
ART.107.834.2	1	22-54 Telescopic Ram eForce 2.0			
ART.108.778.1	1	C-236-SL2 Cutter with NXTGEN replacable blades			
ART.108.704.4	1	S-44-SL Spreader eForce 2.0 (24")			
	6	Milwaukee M-28 - 28 volt batteries			
	3	Milwaukee M28 chargers or 1 gang charger (if available)			
		LUMP SUM BID			\$28,895.00
		Alternate tools			
ART.108.234.3	1	C-195-SL2 Cutter with NXTGEN replacable blades		(\$150.00)	
ART.107.779.1	1	S-53 Spreader eForce 2.0 (31.5")		\$200.00	
		NOTES:			
		Includes delivery of rescue tools.			
		Includes basic orientation of rescue tools			
		Limited Lifetime Warranty (attached)			
		Cutsheet for all tools attached			
		INBOUND FREIGHT		\$295.00	\$295.00
		TOTAL			\$29,190.00
SPECIAL NOTES:					
Questions to:					
Jeff McReynolds (660) 341-6553 jeffmc@bannerfire.com					

QUOTE

1214 10/11/19 11:00

Lee M. Ellebracht
Company
Everything for Firefighting

1000 Corporate Parkway
Suite 101
Wentzville, MO 63385
Telephone 636-332-6985
Fax 636-332-8046
Toll Free 800-325-8509

WS #7.

August 12, 2019

QUOTATION

We are pleased to provide you with the following quotation for

Battery Powered Extrication Tools and Accessories

Prices quoted do not include shipping. Shipping charges will be added to the order.

This quote is good for thirty (30) days after bid opening.

If there are any questions on this quotation, please do not hesitate to contact me.

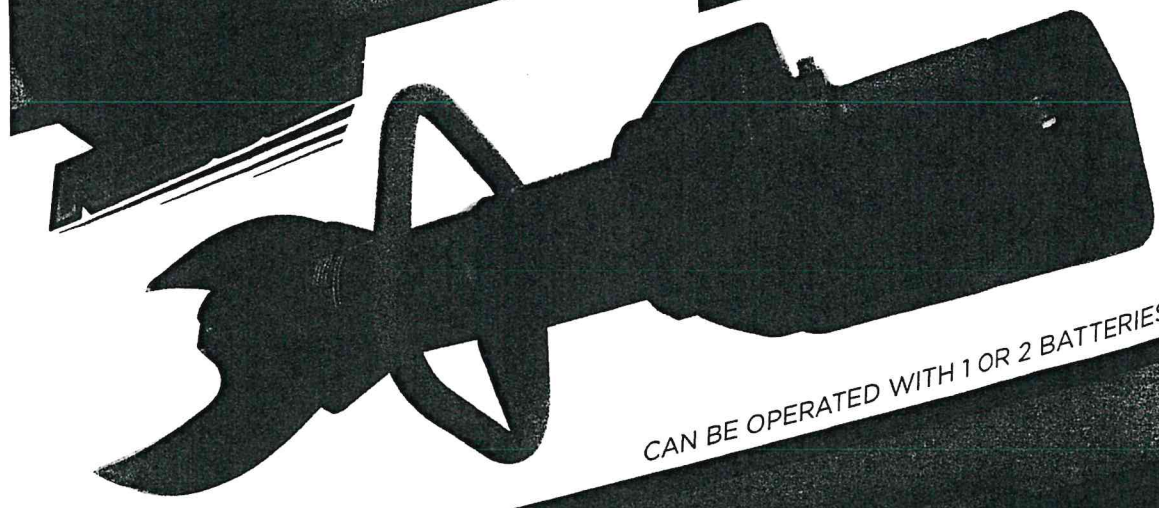
Thank you for the opportunity to quote on your requirements.

Sincerely,

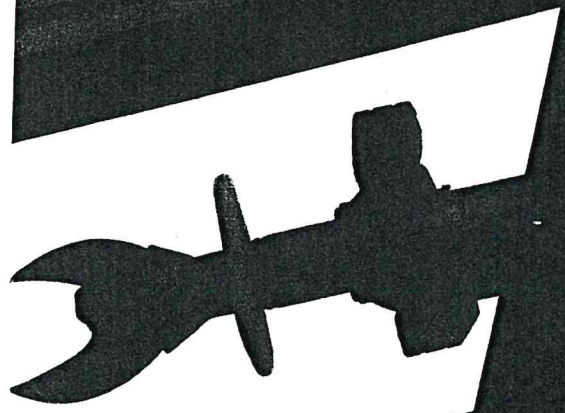
Benjamin A. Devlin
Sales Representative
Cell – (573)406-4645

WS #7.

ESLC290



CAN BE OPERATED WITH 1 OR 2 BATTERIES!



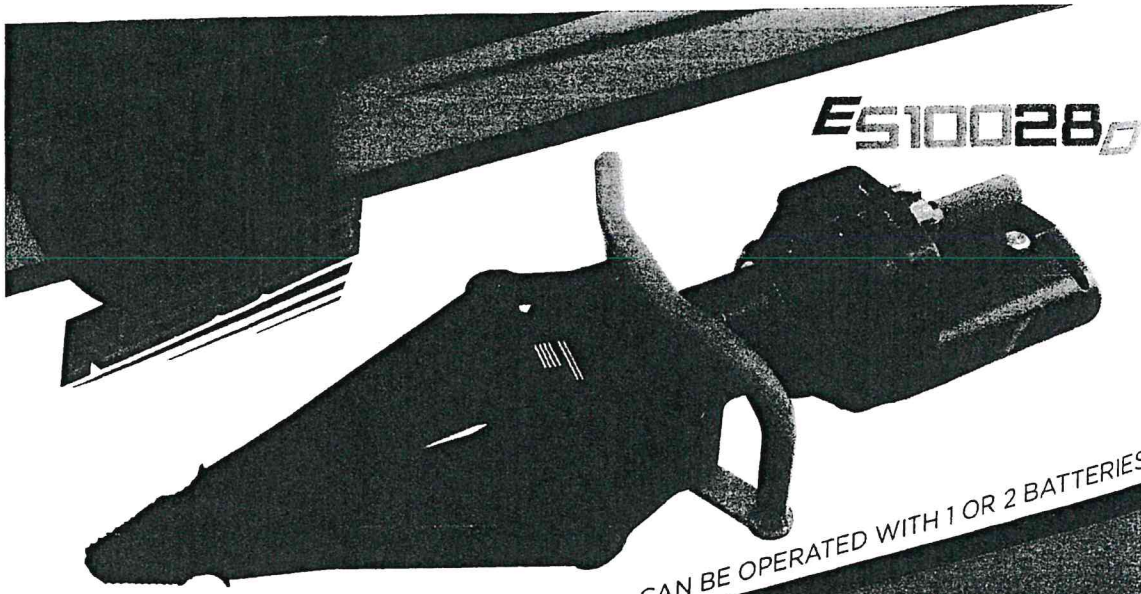
LENGTH	32.5 IN	825.5 MM
HEIGHT	9.5 IN	241.3 MM
WIDTH		
NO BATTERIES	10.5 IN	266.7 MM
ONE BATTERY	11.38 IN	289 MM
TWO BATTERIES	12.6 IN	320 MM
WEIGHT		
NO BATTERIES	49.4 LBS	22.4 KG
ONE BATTERIES	51.6 LBS	23.4 KG
TWO BATTERIES	53.8 LBS	24.4 KG
MAX WORKING PRESSURE	10 500 PSI	724 BAR
MAX BLADE OPENING	6.8 IN	172.7 MM
MAX CUT FORCE	295 900 LBS	1 316.2 KN
POWER SOURCE	28 VOLT MILWAUKEE BATTERY	
MFG TO NFPA 1936-2015	YES	
NFPA CUT TEST	A8 B8 C8 D9 E9	

TNT RESCUE SYSTEMS, INC.
2490 West Oak Street
Ashippun, WI 53003

BUILT TO RESCUE

FOREVER WARRANTY





CAN BE OPERATED WITH 1 OR 2 BATTERIES!

LENGTH	36.6 IN	929.9 MM
HEIGHT	8.9 IN	226 MM
WIDTH	13.6 IN	345.4 MM
WEIGHT		
NO BATTERIES	51.5 LBS	24.5 KG
ONE BATTERY	54.1 LBS	24.5 KG
TWO BATTERIES	56.4 LBS	25.6 KG
MAX. SPREAD DISTANCE	28.0 IN	711.2 MM
MAX. SPREAD FORCE RANGE	56.128 - 228.126 LBS	249 - 1014 KN
MAX. PULL FORCE	27.512 LBS	113 KN
POWER SOURCE	24 VOLT MILWAUKEE BATTERY	
NFPA 1936-2015 COMPLIANT	YES	
IP RATING	54	

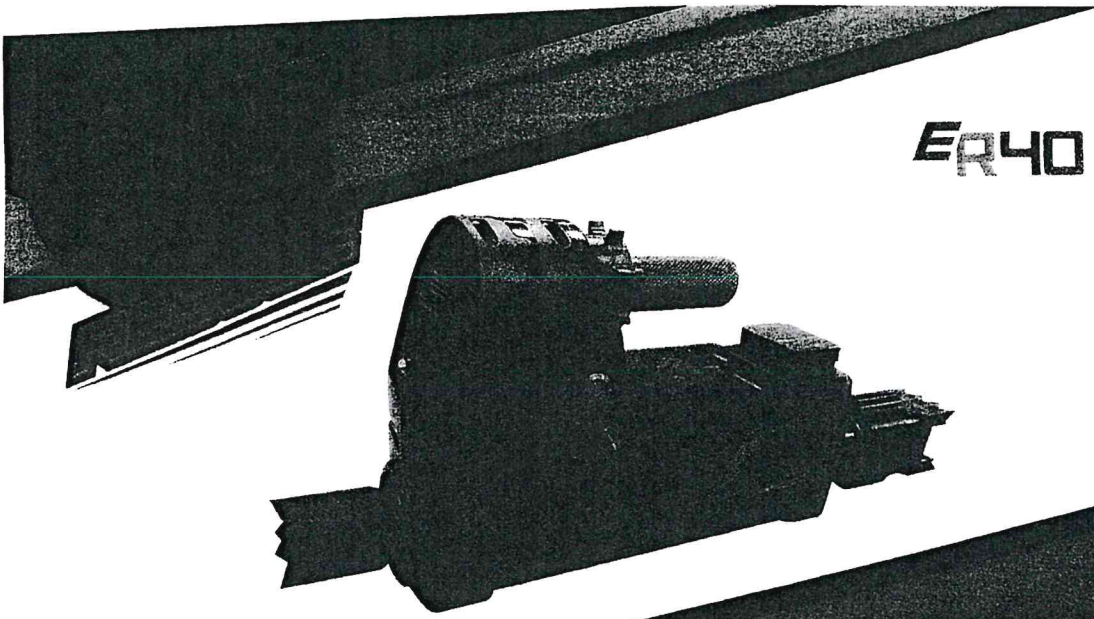
TNT RESCUE SYSTEMS, INC
 2490 West Oak Street
 Ashippun, WI 53003



BUILT TO RESCUE



ER40



EXTENDED LENGTH	41.00 IN	1041.4 MM
CLOSED LENGTH	25.50 IN	647.7 MM
HEIGHT	10.75 IN	273 MM
WIDTH	8.10 IN	205.7 MM
WEIGHT		
NO BATTERY	40.6 LBS	18.4 KG
ONE BATTERY	43.0 LBS	19.5 KG
MAX. PUSH FORCE	32,980 LBS	145 KN
MAX. PULL FORCE	7,800 LBS	34.7 KN
POWER SOURCE	28 VOLT MILWAUKEE BATTERY	
NFPA 1976: 2015 CERTIFIED	YES	
IP RATING	54	

TNT RESCUE SYSTEMS, INC.
 2490 West Oak Street
 Ashippun, WI 53003



BUILT TO RESCUE



Jerry Washam

From: Benjamin Devlin [bdevlin315@gmail.com]
Sent: Tuesday, August 13, 2019 12:41 PM
To: Chief George Albert; Jerry Washam
Subject: Please Disregard Leo M. Ellebracht Co. Bid

Chief and Jerry, Please disregard the bid that I mailed you for AMKUS Battery Powered Extrication Tools. It was brought to our attention just today that AMKUS has realigned territory and we are no longer your dealer. Sorry for the short notice on this. If you have any questions feel free to give me a call. However this bid goes for you, I hope you all get the best tools for your department. Thanks & GOD Bless, Ben

Benjamin Devlin (573) 406-4645
Sales Representative - Leo M. Ellebracht Co.

"Blessed are they who did not see, and yet believed." - John 20 : 29



Virus-free. [View Report Details](#)

City of Moberly Invitation for Bids

The City of Moberly, Missouri (“City”), is inviting bids from qualified vendors for the following equipment: **Battery Powered Extrication Equipment**

Statement of Intent

The City of Moberly Fire Department is seeking to add newer and more mobile extrication equipment to its inventory. This will allow for extrication equipment be available at both Fire Stations.

Submittal of Bids

Bidders shall submit bids to:

**Kay Galloway, City Clerk
Moberly City Hall
101 West Reed Street
Moberly, Missouri, 65270.**

Bids will be accepted until 10:00 a.m. on Wednesday, August 14, 2019.

Bids shall be submitted in a sealed envelope clearly marked with "Fire Department Extrication Equipment", the bidder’s company name, and the date and time for bid opening clearly and legibly marked on the outside. Equipment and prices included in the bid may not be withdrawn for a period of 30 days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at City Clerk's Office at 10:00 a.m., City Hall on Wednesday, August 14, 2019.

Specific Requirements for Bids

- 2 stage ram with or without a 3 piece ram extension kit with 2 batteries and charger system..
- 24" Spreader with or without LED lights, 8" extended reach tips and 2 batteries and a charger system .
- Cutter with or without LED lights and 2 batteries and a charger system.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the

City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to George Albert an e-mail at galbert@moberlyfd.com requesting an interpretation or correction of the Invitation for Bids documents not later than August 07, 2019. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be emailed, mailed or delivered to each bidder of record not less than 5 days prior to bid opening.

Questions Regarding Technical Specifications

Any and all questions regarding the technical specifications shall be directed to George Albert at (660) 269 - 8705, Ext. 2035. Any changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and emailed, mailed or delivered to each bidder of record not less than 5 days prior to bid opening.

Prices

All prices shall be F.O.B. destination, 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment

All items will be paid in a single lump sum payment once all equipment is received and is in working order

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

Date

City of Moberly
City Hall
101 West Reed Street
Moberly, MO 65270

Kay Galloway City Clerk
(660)269-8705 Ext. 2052

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: September 3, 2019

WS #8.

Agenda Item: A Resolution Authorizing The City Manager To Execute A Governmental Consulting Services Agreement With Zamkus And Associates, LLC For Consultant And Lobbyist Work.

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

Recommended

Action: Direct staff to bring to the September 16th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

This Governmental Consulting Services Agreement is entered into on this ___ day of July 2018, by and between **Zamkus and Associates, L.L.C** with their principal office located at 5113 Sharon Drive Jefferson City, MO 65109 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

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

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

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

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

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

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2019 through July 16th, 2020. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2019 through July 16, 2020, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

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

CONSULTANT/LOBBYIST

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

CLIENT

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

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

[Signature Page Follows]

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

ZAMKUS & ASSOCIATES, L.L.C.

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

THE CITY OF MOBERLY

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

General Deliverables - Appendix A

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

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

ZAMKUS & ASSOCIATES, L.L.C.

THE CITY OF MOBERLY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____