

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**September 20, 2021**  
**6:00 PM**  
**AMENDED AGENDA**

**Requests, Ordinances, and Miscellaneous**

1. Discussion Of A Contract With Randolph County For Radio Communication Analysis Contract
2. Change Order #1 For An Increase At The Omar N. Bradley Regional Airport, Project #19-034A-1.
3. A Resolution Accepting The Bid Of (Blue Valley Public Safety, Inc.) Federal Signal Corporation And Authorizing Contracting For Installation Of An Emergency Warning Siren.
4. Discussion Of An Agreement Between MoDOT And The City Of Moberly To Allow The Pedestrian Flashers In The Right-of-Way.
5. A Resolution Approving A Mowing And Hold Harmless Agreement Between The City Of Moberly, Missouri And Harold Muehe For Mowing The City Airport Property.
6. A Resolution Approving a Mowing and Hold Harmless Agreement Between the City of Moberly, Missouri and Gary Seidel for Mowing the City Lake Property.
7. Review Of A New Service Agreement With Fusion Technology.
8. Annual Fire Extinguisher Inspection And Maintenance Service.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.

Department: Administration

Date: September 20, 2021

**Agenda Item:** Discussion Of A Contract With Randolph County For Radio Communication Analysis Contract

**Summary:** The Randolph County Commission respectfully asks the City of Moberly and the Randolph County Ambulance to participate in re-hiring Stacen Gross (Consultant) to complete information gathering leading to solutions to fix our 911 dispatch system. This information will enable the 911 board to identify solutions to fix or enhance our 911 system. With ARF available to both the city of Moberly and the county, once solutions are found, we may be able to spend American Rescue Funds to help improve our 911 system. The expected overall cost for Stacen's next report is approximately \$30,000. We believe that any parties with ARF can use their funds to pay for this service. We are asking the Randolph County Ambulance district to participate again too although we know you have no ARF funds. This would be approximately \$10,000 a piece, from the County, City, and Ambulance district. If any party should choose to opt out, we would respectfully ask any remaining entities choosing to be financially involved to pay a portion of the fee. The county is considering to pay the full amount of any hardware purchases identified from the county's ARF funds. As a high priority project, the County is seeking to improve radio dispatch in the county. This is a portion of our 911 dispatch system but is identified separately by the county. We would like to see all safety individuals, across all service areas, on the same radios, and communication equipment. We are proposing to spend County ARF funds for this portion of the project whether we do additional or not. Please reply back as to what portion of this project you would be willing to financially support.

**Recommended Action** Direct staff to bring to the October 4<sup>th</sup> Council Meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

## Professional Services Agreement

This agreement is made effective by and between **Randolph County, Missouri** and **SCG Consulting Services, LLC** with its principal offices at 2920 Blackhawk Cir, Bellevue, NE 68123.

In this agreement the party who is contracting to receive the professional services shall be referred to as "County", and the party who will be providing the services shall be referred to as "SCGCS". The Consultant has an established background in public safety communications systems technology and professional project management and is willing to provide those services to the County based on this background.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICE:** Beginning upon contract signing, SCGCS will provide the following services, (collectively the Services): Refer to the itemized "Scope of Services" herein attached as Exhibit A and made part of this agreement.
2. **PERFORMANCE OF SERVICES:** SCGCS will work as many hours as is necessary to fulfill its obligations under this agreement as described in Exhibit A.
3. **PAYMENT:** The County will pay a fee to SCG Consulting of **\$29,000** for services as described in Exhibit A and provided under this agreement, payable as follows:
  - a. \$7,250 on contract signing
  - b. \$21,750 following presentation of the Final Plan & Recommendations Report
4. **TERM/TERMINATION:** This Agreement may be terminated by either party upon thirty days written notice to the other party. SCGCS shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which SCGCS has not been paid.
5. **RELATIONSHIP OF PARTIES:** The parties understand that SCGCS is an independent contractor and not an employee of the County.
6. **AMENDMENT:** This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

### For Randolph County, Missouri

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

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

### For SCG Consulting Services, LLC

By:                     *Alan C. Ross*                    

Date: 7/21/2021

## Exhibit A - Proposed Services

As a follow-up to the research and planning efforts completed as a part of the 9-1-1 Call Flow Analysis Study, SCGCS proposes to provide additional services in support of the local stakeholder's desire to further evaluate the public safety radio communications system used in Randolph County. Our proposed services include a comprehensive analysis of existing radio communications systems and operations in order to identify fiscally responsible yet technologically advanced solutions to your public safety communication deficiencies. This analysis will include all public safety radio communications users in Randolph County.

### Task One: Project Initiation and Planning

Upon contract signing, the SCGS/RFCC project manager will provide the Moberly/Randolph County project manager a list of preliminary data needed to initiate the project. This information is essential to pre-planning for the project and would include the following:

- ☐ Primary customer point(s) of contact
- ☐ Confirmation of agencies to be included in the review
- ☐ Existing radio system documentation, including FCC licenses, tower site data, radio channel/frequency data, reports or studies done in the past, maintenance records, etc.
- ☐ Radio maintenance provider(s) contacts
- ☐ Ongoing operational expense information
- ☐ Any known history of problems or specific areas of concern
- ☐ Any near-term agency plans that may affect the project (i.e., new dispatch center, recent grant funding, etc.)

Our experience has shown that the availability of this information early in the process improves our ability to “hit the ground running” and be as efficient as possible when starting our project work.

### Task Two: On-site Project Kickoff Meeting

Our team will initiate the project with an on-site kickoff meeting. This meeting will provide for the introduction of the consultant's project team and the local stakeholders and will focus on establishing the project's goals and objectives. All primary stakeholders for the radio project will be invited to participate in this meeting, which will assist in determining present and future communication needs. We will be represented at this meeting by our project managers and supporting communications consultants as needed.



During this meeting, an open question and answer discussion will be encouraged. Topics will include current state-of-the-art systems, as well as a discussion of the problems and deficiencies of the current systems from the user's perspective.

Following the meeting, system users will be given a survey and radio system inventory sheet to complete and return. The survey and inventory sheets are designed to provide information on the current types and quantity of radio equipment in use, current frequencies in use, desired communications capabilities, and needs for interoperability. In addition to the kickoff meeting with Randolph County personnel, our staff will contact the individuals and/or vendors who provide repair and maintenance service to the existing client radio systems. Information on the age, condition, serviceability and performance of the current radio system infrastructure, tower site data, mobiles and portables, and will be collected during these discussions.

### **Task Three: Data Gathering and System Inventory**

Our staff will conduct visits to communications sites and agencies within Randolph County to conduct an assessment of the existing system equipment. Our staff will visit the dispatch centers to evaluate and document the current type and status of the public safety radio infrastructure and equipment including the towers, emergency power systems, radio console equipment, fixed base and repeater equipment, backhaul networks, alerting (Paging) systems and other pertinent equipment. A meeting will also be held with the staff at both the Moberly PD and RCAD dispatch centers to obtain their input on radio system performance, problems and requirements. It is important that the operational elements be included in the system review, to understand how the current technology is (or is not) meeting these needs. During these visits, we will gather data regarding the type and condition of the equipment, as well as operational data, including frequencies in use, radio programming schemes, use of calling channels, tactical channels, and any other relevant data.

It should be noted that we will rely on surveys to obtain data on the quantities and types of mobile and portable radios in use. We do not typically inspect every radio, rather, we will review submitted radio inventories and factor them into our final recommendations. This survey will also seek comments on the agencies' opinion on overall radio system performance. It has been our experience that some users are reluctant to comment in public forums, but have potentially valuable input on issues of problems with the existing systems and/or operations.

#### Task Four: Data Compilation and Analysis of Existing System(s)

Upon completion of the kickoff meeting, site visits and data gathering work, our staff will conduct an initial evaluation of the public safety agencies radio equipment, inventory, and radio infrastructure.

This process will review the critical technical elements of the radio system:

- ☐ Dispatch center equipment (radio consoles, connectivity, emergency power systems, workstation interfaces)
- ☐ Core radio network equipment (repeaters, base and control stations, Paging systems, other radios)
- ☐ Site connectivity systems (leased Telco circuits, microwave radio, fiber optic)
- ☐ Tower/repeater sites (structures, shelters, emergency power & generators, site security, general condition, etc.)
- ☐ FCC licensing and radio frequency usage
- ☐ Mobile, portable and pager radios being used by agencies
- ☐ Age, condition, features and expected service life of all equipment

Upon completion of this technical review, an operational and performance review will be conducted. This process will analyze the comments and feedback received regarding the performance of the existing system(s), in conjunction a computer-based coverage analysis. This will compare the technical analysis with the operational data to validate the overall conclusions developed through this process. *In other words, do the technical findings match up with the system performance being experienced by the user agencies?*

Within this work, the strengths and weaknesses of the existing system(s) will be defined and examined, along with their impact on public safety operations.

#### Radio Coverage Mapping and Modeling

Computer-based radio system coverage mapping and modeling of a client's radio system are standard tasks conducted within our radio planning projects. Our staff possesses the necessary skills and tools to conduct radio system propagation modeling and analysis for a variety of geographical areas, including city, county, state, or regional radio systems. Performance assessments are conducted for existing systems, as well as coverage predictions for new systems being designed or considered for implementation. There are numerous parameters that ultimately affect the coverage and performance of a system, including, but not limited to:

- ☐ Geographical area to be served and terrain
- ☐ Tower sites (location and height)
- ☐ Frequency band of system
- ☐ Modulation type (analog, digital, wideband, and narrowband)

- ☐ Type of radio to be served (mobile, portable, and pager)
- ☐ Talk-in versus talk-out coverage
- ☐ In-building versus on-street and outdoor coverage

The first step when conducting a radio system coverage analysis is to determine if the existing system is performing to its design parameters. This process is accomplished through the computer-based propagation modeling process. By using the technical specifications of the existing system(s) and creating visual coverage depiction maps, we can compare these results to the level of coverage being experienced by the radio system users and determine if the system is meeting its design requirements.

This process is also used to develop the coverage goals for both new and expanded radio systems, to determine the level of coverage to be expected from additional tower sites or other coverage-determining factors. These coverage maps are included in all of our system review and planning reports, an example of which is shown here.

The coverage maps to be provided for this report would include, at a minimum:

- ☐ Mobile radio Talk-In and Talk-Out
- ☐ Portable radio Talk-In and Talk-Out
- ☐ On-Street, 6db and 12db loss In-Building for portable radios
- ☐ Critical building structures within the county would also be identified and included in coverage planning as desired by the client

This process may require several different maps to properly display the coverage of a VHF system, as these systems often use different tower sites for the law, fire and EMS repeaters, which result in different coverage patterns.

Our propagation mapping work is developed using the industry standard software tool RadioSoft ComStudy to develop coverage mapping results. Our work with this product, in conjunction with our experience in using and configuring the parameters of the program, has produced highly accurate and reliable results for our clients.

#### Deliverable – Existing System Status Report

To provide a summary of the conclusions and results developed in the existing radio system evaluation process, we will compile this data into an Existing Systems Report. This report will summarize these findings and provide a baseline for future discussions and planning. This report will be submitted to the Randolph County project team for review and comment.

Any areas needing revision will be identified, and the report updated as needed. This report will eventually be incorporated into the final Phase I project report. The existing radio system assessment will include the following information:

- ☐ General findings and observations, along with information submitted by agencies
- ☐ Critical operational and technical issues to be addressed
- ☐ Radio system and equipment inventory and status
- ☐ Dispatch center equipment
- ☐ FCC licenses and frequency inventory
- ☐ Tower sites data and operational status
- ☐ Mobile, portable and paging radio equipment by agency
- ☐ Radio system maintenance information, including ongoing costs
- ☐ Radio system performance analysis, including computer-based coverage maps
- ☐ Interoperability status and issues

### **Task Five: Define Requirements for New or Upgraded Radio System**

Upon completion of the tasks previously completed in Phase I, this next section will focus on the development of plans for a new radio system, or upgrades to the existing system(s) if considered an appropriate direction.

### **Goal Determination**

A result of the initial Phase I work will be a set of goals to be established for a new or upgraded radio system. These goals will be documented and revisited with the Randolph County project team, to ensure they are understood by all agencies involved. These goals will be based on the customer's specific radio needs, along with the consultant's recommendations, as well as industry standards and "best practices".

All of these system options and any other viable technologies will be included in the radio systems review process. The requirements established will be applied to each of these technology options, and a set of "pros and cons" identified for each of them for consideration by local stakeholders. This will include:

- ☐ Operational requirements
- ☐ Radio system coverage
- ☐ Tower site requirements (to meet coverage goals)
- ☐ Dispatch center equipment
- ☐ Site connectivity
- ☐ Channel capacity
- ☐ Encryption (scrambling)

- ☐ Mobile, portable and pager agency radios
- ☐ Interoperability with neighboring agencies (state and local)
- ☐ Costs for implementation and long-term operation and maintenance

A summary of these factors will be prepared for each type of system design.

### **Task Six: Tower Site Selection and Preliminary Design**

One of the critical elements of any radio system planning process is the need for and availability of tower sites (or other structures) to support the repeater and antenna equipment that is the core of these systems. Many cities and counties own dedicated tower structures, while others lease space from local communications providers, or use municipal water towers. All of these options are to be considered for a new system.

Our staff will identify local sites that may qualify for use with the radio system options. Sites will be assessed as to their suitability in their present condition, and to establish any site improvements needed to support the county's new system plans.

The following information will be reviewed through this process:

- |   |   |
|---|---|
| <input type="checkbox"/> Site ownership and registrations | <input type="checkbox"/> Height above average terrain |
| <input type="checkbox"/> Equipment shelters and space     | <input type="checkbox"/> Latitude / longitude         |
| <input type="checkbox"/> Site ground elevation            | <input type="checkbox"/> Utilities, emergency power   |
| <input type="checkbox"/> Existing antenna loading         | <input type="checkbox"/> Potential costs              |

These factors will be reviewed for each site being considered in the final planning document for a new radio system. *Please note that any required tower loading studies and assessments are outside the scope of this proposal.*

### **System Coverage Analysis**

After the final design parameters have been established and possible tower sites identified, the consultant will again conduct computer-based radio coverage modeling to determine the sites needed to meet the coverage requirements of a new system. This process will provide maps with visual presentations of the coverage to be expected from a new system. We will work with local radio communications companies to determine if any existing sites may be utilized for a new system, or if new tower sites will be needed.

### **Frequency Availability**

The consultant will review local, state, and regional frequency availability in our system planning to establish the needs for a new or expanded system, and determine if any of the existing frequencies could or should be reused. Our report will provide recommendations for obtaining the frequencies needed for the new system. The actual frequency coordination and licensing process should occur during the actual implementation phase and is not included in this scope of services.

## Task Seven: Development of Options and Recommendations

### Preliminary Design Report

Upon completion of the radio system planning work, the consultant will compile the data into a Preliminary Design and Options Report. This report will provide the specific technical and operational details to be considered:

- ☐ Conventional analog or P25 VHF Systems
- ☐ MOSWIN
- ☐ VHF or 700/800 MHz Trunking Systems
- ☐ Other viable communications technologies

This document will be submitted to the customer project team and stakeholders for initial review, discussion and comment. The consultant will seek feedback from the customer team on the content, focus and direction of the report, and any discrepancies or desired changes will be made to the report for the customer.

### Final Report Development

Upon completion of the review and feedback process with the Preliminary Design Report, the consultant will continue preparation of the Final Plan and Report. This document will be structured to include the following:

- ☐ Executive summary
- ☐ Project objectives and goals
- ☐ Operational concerns and considerations
- ☐ Existing radio system technology and operational issues
- ☐ Coverage maps for existing system(s)
- ☐ Summary of existing system(s)
  
- ☐ Options and recommendations for a new or upgraded system
- ☐ Coverage maps for a new or upgraded system
- ☐ Operations and Interoperability benefits
- ☐ Cost estimates for a new or upgraded system
- ☐ Implementation plan for a new system
- ☐ User Training requirements
- ☐ Appendix including:
  - FCC license and frequency data
  - Agency radio inventory data
  - Tower site data

## Task Eight: Final Report Presentation

The consultant will meet with the Randolph County project team and provide a formal presentation and discussion of the Phase I process, data, cost estimates, conclusions and recommendations. Following this process, the consultant will work with the Randolph County team members to determine what, if any further steps are desired in moving forward with the recommended improvements and provide support for this effort.

## Project Schedule

The SCGCS/RFCC team will begin work immediately upon contract signing. It has been our experience that a county-level radio system analysis and planning project of the scope can be expected to require four to six months for completion. This schedule will be dependent on the access to customer information, and the responsiveness of the agencies involved in the process. Delays in receiving data, reviewing reports, or availability of staff for meetings may result in changes to this schedule.

## Deliverables

The following deliverables will be provided as a part of this contract.

- Bi-Weekly project status reports
- Existing Systems Status Report
- Final Plan & Recommendations Report
- Zoom meetings and conference calls as necessary
- A minimum of two (2) on-site meetings as mutually agreed upon

## Customer Responsibilities

Local staff and officials will be expected to provide support and coordination in order to assure the successful completion of all tasks as follows:

- Provide access to pertinent offices and records
- Providing local project contact(s)
- Providing copies of any prior completed reports and documentation
- Providing meeting facilities for local project meetings
- Cooperation from agencies and departments, as needed
- Timely response to follow up data requests and confirmation requests
- Timely review of documents and reports

## Project Costs

The following costs reflect services proposed within the scope described herein.

Service Description & Fees	
Public Safety Communications Analysis & Recommendations Services Tasks One - Eight	\$29,000
Services will be provided as a lump sum contract based on the above fee schedule inclusive of all related and associated expenses. Additional services that are outside of this scope and mutually agreed upon will be provided at the hourly rate of \$125/hr for consulting services and \$75/hr for travel time with reimbursement of actual expenses including mileage at \$0.58/mile.	



# City of Moberly

## City Council Agenda Summary

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

WS #2.

Department: Public Works

Date: September 20, 2021

**Agenda Item:** Change order #1 for an increase at the Omar N. Bradley Regional Airport, Project #19-034A-1.

**Summary:** The increase is for underground cable, bare counterpoise wire, encased electrical duct, retroreflective markers and LED stake mounted (blue lens).

**Recommended Action:** Direct staff to bring forward to the October 4, 2021 regular City Council meeting for final approval.

**Fund Name:** Airport Construction

**Account Number:** 120.000.5409

**Available Budget \$:** -139,856.26

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

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

\_\_\_    \_\_\_

#### Council Member

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

Passed    Failed

# CHANGE ORDER / SUPPLEMENTAL AGREEMENT

WS #2.

SHEET NO. 1 of 1

SEQUENCE NO.: 1

TO Emery Sapp and Sons, Inc. CONTRACTOR

COUNTY: Randolph

AIRPORT: Omar N. Bradley

PROJECT NO.: 19-034A-1

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

## 1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

### Subgrade Stabilization

During construction it was determined 12" stabilized subgrade would be replaced with 16" of stabilized subgrade. It was determined that the existing 3" aggregate layer found below the pavement would be left in place as a platform to build the subgrade or fill sections to the design profile. Then, as a second operation, the lime treatment would go deeper and incorporate that aggregate layer into the fill subgrade. Without leaving the 3" layer in place, the project site would require unsuitable subgrade to be replaced with contractor furnished fill then treated for stabilization. The revised plan makes use of the materials on site and keeps the integrity of the subgrade already established by the existing aggregate layer. The \$1.53 per S.Y. increase accounts for approximately \$12,000 of credit to leave 4,000 C.Y. of existing aggregate in place.

### Retro-reflectors for Parallel Taxiway

The owner desires to incorporate reflectors for the parallel taxiway into the project. This contract modification will utilize existing bid items and unit prices. See attached drawing revisions for more information.

### Construction Time

These contract revisions do not affect project phasing or contract time.

## 2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.



(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
		<b>Change Order Items</b>							
1	14	Unsuitable Subgrade Removal and Replacement	5,000	0	5,000	C.Y.	\$10.25		\$51,250.00
2	15	Treated Subgrade (12")	54,445	0	54,445	S.Y.	\$7.15		\$389,281.75
3	46	Direct Buried Underground Cable (1/c, #8 AWG, 5kV, L-824	4,000	4,626	626	L.F.	\$1.15	\$719.90	
4	52	Bare Counterpoise Wire (#6 AWG)	16,200	16,385	185	L.F.	\$1.70	\$314.50	
5	57	2-2" PVC Sch. 40 Concrete Encased Electrical Duct	250	262	12	L.F.	\$28.70	\$344.40	
6	60	Retroreflective Markers	16.0	113.0	97	Each	\$144.00	\$13,968.00	
7	67	M.I.T.L. (LED) Stake Mounted (Blue Lens)	31.0	46.0	15	Each	\$1,027.00	\$15,405.00	
		<b>Supplemental Agreement Items</b>							
7	SA1.1	Treated Subgrade (16")	0	54,445	54,445	S.Y.	\$8.68	\$472,582.60	
<b>TOTALS</b>								\$503,334.40	\$440,531.75

## 3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT
2. OVERRUN OR UNDERRUN THIS ORDER (H-I)
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER)
4. TOTAL OVERRUN TO DATE (2+3)
5. TOTAL (1+4)

\$5,564,703.05  
\$62,802.65  
\$0.00  
\$62,802.65  
\$5,627,505.70

## 4. COMMENTS:

 SUBMITTED - PROJECT ENGINEER		06/11/2021	THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
APPROVED - SPONSOR		DATE	 Emery Sapp and Sons, Inc. CONTRACTOR (Company Name)	
APPROVED - MoDOT AVIATION		DATE	6/14/2021 SIGNATURE (Authorized Representative) DATE	

FILENAME: I:\KAC\PRJ\000012368\T01\_RW 13-31\PROJECT FILES\AE\CHANGE ORDER\ChangeOrders.vla\CO1

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #3.  
 Department: Fire/EMD  
 Date: September 10, 2021

**Agenda Item:** A Resolution Accepting The Bid Of (Blue Valley Public Safety, Inc.) Federal Signal Corporation And Authorizing Contracting For Installation Of An Emergency Warning Siren

**Summary:** To Accept The Quote of \$26,691.86 From Blue Valley Public Safety, Inc. To Purchase An Emergency Warning Siren, Two-Way Radio Siren Controls, Removal Of Current Siren, Installation On A Class II, 50 Foot, Wood Pole With Four Batteries And Authorizing The City Manager To Execute The Sales Agreement. Funding Will Come From The EMA FY22 Capital Improvement Plan. They Are A Sole Source Provider.

**Recommended Action:** Approve and Move Forward

**Fund Name:** Capital Improvement Plan

**Account Number:** 100.012.5502

**Available Budget \$:** 25,722.36

### ATTACHMENTS:

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

### Roll Call

**Aye**    **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed    Failed

**Contact Name:** Fire Chief Don Ryan

**Customer:** City of Moberly

**Address:** 310 N. Clark St.

**City:** Moberly

**State:** MO

**Zip:** 65270

**Phone:** 660-269-8705

**Cell:** 319-750-0291

**Fax:** \*

**Email:** ryand@moberlyfd.com

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: ANS  
901211037**  
**Please reference quote  
no. on your order**  
**Date Quoted:** 9/1/21

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 8,038.80	\$ 8,038.80
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 7,290.00	\$ 7,290.00
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 1,980.00	\$ 1,980.00
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 361.80	\$ 361.80
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 121.50	\$ 121.50
<b>Total Equipment</b>				<b>\$</b>	<b>17,792.10</b>
<b>Shipping</b>					
		ES-FREIGHT	Shipping Fees		\$ 790.76
<b>Services</b>					
6	1	TK-I-2001ADC	2001 AC-DC Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole	\$ 7,269.00	\$ 7,269.00
7	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 840.00	\$ 840.00
<b>Total Services</b>				<b>\$</b>	<b>8,109.00</b>
<b>Total of Project</b>				<b>\$</b>	<b>26,691.86</b>
<b>Options</b>					
8	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
9	1	BV-Permit	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	\$ 1,250.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates

**Title:** General Manager

**Brian Cates**

Signature

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:**  
Equipment, Net 30 Days upon receipt  
Services, Net 30 Days as completed,  
billed monthly. Net 30 will not be held  
for installations.

**Contact Name:** Fire Chief Don Ryan

**Customer:** City of Moberly

**Address:** 310 N. Clark St.

**City:** Moberly

**State:** MO

**Zip:** 65270

**Phone:** 660-269-8705

**Cell:** 319-750-0291

**Fax:** \*

**Email:** ryand@moberlyfd.com

**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**901211037**  
**Please reference quote**  
**no. on your order**  
**Date Quoted:** 9/1/21

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

\_\_\_\_\_  
*Signature:*

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

**Purchase Order MUST be made out to:**

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

**Purchase Order MUST be e-mailed, mailed or faxed to:**

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

Quotation No.: FWS  
901211037

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringing claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.





► Model 2001-130 and Equinox

## High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

### FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating



## SPECIFICATIONS

### Power:<sup>1</sup>

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage: <sup>2</sup>	2001-130	Equinox
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

### Pole Mounts:

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

### Communications:

Federal Signal can supply one-way and two-way communications.

Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:<sup>3</sup> -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"  
(157 cm x 94 cm x 104 cm)

Net Weight:	420 lbs	190 kg
Shipping Weight:	460 lbs	205 kg
Equinox Net Weight	390 pounds	159 kg
Equinox Shipping Weight	460 pounds	205 kg

## HOW TO ORDER

**Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.**

### Description

### Part Number

#### Siren Ordering Information:

Rotating electro-mechanical siren 130 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

**2001-130**

Rotating electro-mechanical siren, low frequency, 125 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

**Equinox**

#### Siren Control Ordering Information:

One-way FC Controller, 120VAC operation

**FC/H/U**

Two-way FC Controller, 120VAC operation

**FCTBD/H/U**

One-way FC Controller, 120VAC to battery operation

**DCFCB/H/U<sup>4</sup>**

Two-way FC Controller, 120VAC to battery operation

**DCFCTBD/H/U<sup>4</sup>**

#### Command and Control for Multiple Siren Installation:

Console for siren activation (R for rack mount)

**SS2000+/R**

Commander software for PC based siren activation, monitoring and control

**SFCD<sup>5</sup>**

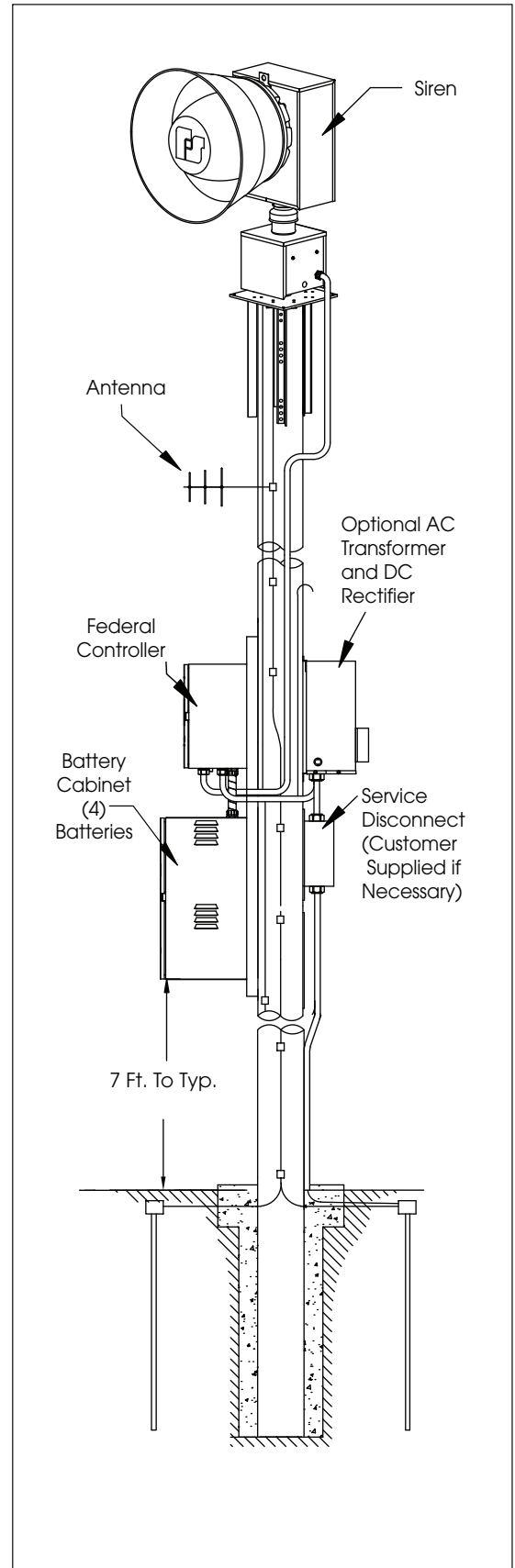
<sup>1</sup> Contact Federal Signal for powering options

<sup>2</sup> Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

<sup>3</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

<sup>4</sup> Batteries not included

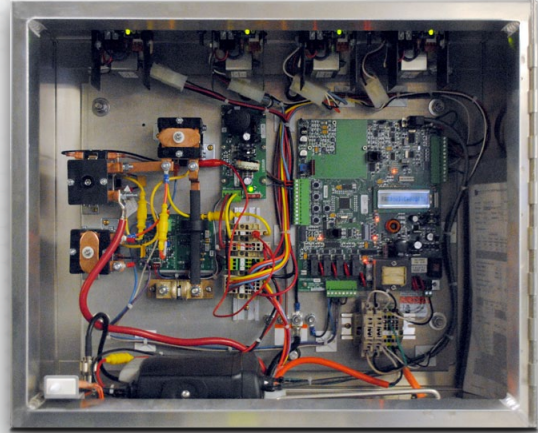
<sup>5</sup> See product page for additional information



# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren, 508-128, Equinox and Eclipse<sup>8</sup> siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

# DCFCTBD DC Two-Way Digital Controller

## Specifications

### Electrical

AC supply voltage	120 VAC @ 4.0 Amps 240VAC @ 2.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby

### Serial Ports

Serial Port Protocol	RS232C 1200, N, 8, 1
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### Transceiver

Programmable Frequency	Power Out and Private Line options. For further details, consult the Vertex® product manual.
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### Signaling Format

AFSK	1200 baud, MSK (Minimum Shift Key) modem type Usable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters

### Two-Tone Sequential

Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.

### Single Tone

Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.

### Relay Outputs

4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC — 5A @ 240VAC

### Audio Output

Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave

### Environmental

Operating Temperature	-30°C to 65°C
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### Controller Dimensions (with battery cabinet)

HxWxD	62.5"x 23.5"x 16.94" (1588mm x 597mm x 430mm) NEMA 4X Rated
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### Battery Cabinet Dimensions

HxWxD	18"x 28"x 15.19" (457mm x 711mm x 386mm) Vented NEMA 4X Rated
-------	--

### Shipping Weight

Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

### 2001TR: AC Primary Operation

Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

### Order information

DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller

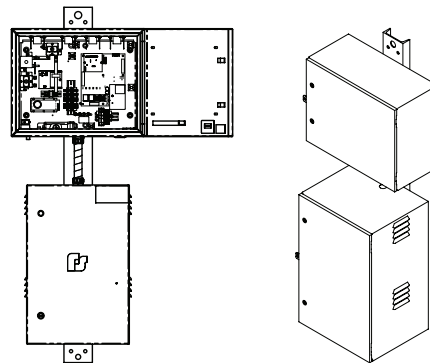
### Options

FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse<sup>8</sup> siren series.

<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and SmartMsg software sold separately.





# **FEDERAL SIGNAL CORPORATION**

## **Federal Warning Systems**

WS #3.

September 9, 2021

City of Moberly  
ATTN: Don Ryan, Fire Chief  
310 N. Clark  
Moberly, MO 65270

Dear Chief Ryan,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, South Dakota, Kansas, and Missouri. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.  
P.O. Box 363 - 509 James Rollo Drive  
Grain Valley, MO 64029  
Attn: Norma Cates

You can reach Norma at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (708) 465-0824. In addition, you can find information about our products on our website at <http://www.alertnotification.com>.

Sincerely,  
Federal Signal Corporation

Teague Cliff  
Central Region Sales Manager

cc: Norma Cates, Blue Valley Public Safety, Inc.

2645 Federal Signal Drive – University Park, IL 60466 Telephone (708) 465-0824

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.  
 Department: Comm. Dev.  
 Date: September 20, 2021

**Agenda Item:** Discussion of an agreement between MoDOT and the City of Moberly to allow the pedestrian flashers in the Right-of-Way.

**Summary:** This draft agreement between MoDOT and the City of Moberly is to allow these safety flashers in the ROW on Rt. M and Gratz Brown and S. Morley and Shepherd Brothers Blvd. for pedestrians.

**Recommended Action:** Direct staff to bring forward to October 4, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

CCO Form: TR08  
 Approved: 06/93 (TLP)  
 Revised: 06/19 (GH)  
 Modified: 05/21 (GH)

MoDOT District: NE  
 MoDOT Agreement Administrator: Jody Gorrell  
 eAgreement No.: 2021-04-62563

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 INSTALLATION OF ROADSIDE FLASHERS FOR  
 SCHOOL OPERATION AGREEMENT AND LICENSE**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City Of Moberly, acting through its City Manager (hereinafter, "Applicant"), whose address is 101 W Reed Street, Moberly, Missouri 65270.

WITNESSETH:

WHEREAS, the Commission and the Applicant agree on the roadside flasher installation in the vicinity of pedestrian facilities.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

(1) LOCATION: The general location of the roadside flashers to be installed pursuant to this Agreement are at the intersection of Route M and Gratz Brown Street and Business 63/Morley and **Kwix/ Pig N Bun Road** in Moberly, Missouri. This will be fixed by MoDOT.

(2) INSTALLATION: Subject to the requirements of this agreement, the Applicant may install roadside flasher and control equipment at the location above. The roadside flasher and control equipment shall include a breakaway post assembly, a flashing beacon, a control cabinet, power supply equipment, and all necessary wiring and other equipment required to complete the installation in accordance with Commission requirements. The control cabinet shall contain a flasher unit, a time clock, and other necessary control equipment. The Commission will provide specifications and general details for this installation. The Applicant shall provide plans with the specific details of this installation for approval by the Commission. The signs shall be standard signs meeting Missouri Department of Transportation standards.

(3) COST OF INSTALLATION: All costs associated with installation of the roadside flasher and control equipment shall be borne by the Applicant.

(4) PERMIT: The Applicant shall obtain a permit from the Missouri Department of Transportation's District office for the installation, modification and maintenance of all equipment.

(5) BOND: The Applicant shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the installation of the

roadside flasher and control equipment and for the installation of any other equipment.

(6) OWNERSHIP: After installation, ownership of all equipment will be retained by the Applicant.

(7) MAINTENANCE: At its sole expense, the Applicant will maintain all equipment.

(8) INSTALLATION OF OTHER EQUIPMENT: At its sole expense, the Applicant may install other equipment to be used in conjunction with the roadside flasher and control equipment. Any equipment in addition to that listed under paragraph (2) above, must be approved by the Commission before installation.

(9) MODIFICATIONS OF EQUIPMENT: Modifications to the roadside flasher and control equipment shall be made by the Applicant only after approval by the Commission and receipt of a permit.

(10) OPERATING COST: All initial and future electrical operating costs shall be borne by the Applicant.

(11) REMOVAL: If the Applicant fails to comply with the provisions stated herein regarding the operation and financial responsibilities, the Commission may remove the roadside flasher installation. If the Commission determines the roadside flasher is no longer justified, the Commission may remove same. In addition, the Commission may remove the roadside flasher from its right of way if the Commission, in its sole discretion, determines that the Applicant has abused the use of the roadside flasher. Abuse includes, but is not limited to, repeated activation of the roadside flasher when circumstances do not warrant its use. In addition, if the Commission, in its sole discretion, determines that the removal of the roadside flasher from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the roadside flasher.

(12) OPERATION: Year round.

The above describes normal operational periods. Any other desired periods of operation for special events shall be submitted to Commission representative for approval prior to the event and shall be considered as extra hours operation. The Applicant will be responsible for activating the special event control, which can be accomplished by manual control.

(13) UTILITY LOCATING RESPONSIBILITY: The Applicant shall be responsible for any utility locate request information at the intersection(s) concerning any equipment not owned by the Commission.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, except for hours of operation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Applicant and the Commission. Changes in hours of operation shall be submitted in

writing to the Missouri Department of Transportation's District office for approval.

(15) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Applicant with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Applicant.

(17) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(18) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(19) RELEASE: The Applicant agrees to release and hold harmless the Commission for any cosmetic damage caused to equipment by the Commission's



maintenance of its right-of-way.

(20) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(21) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Applicant this \_\_\_\_ day of \_\_\_\_\_, 2021.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2021.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF MOBERLY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Attorney

Title \_\_\_\_\_

**ACKNOWLEDGMENT BY CITY OF MOBERLY**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ (date), before me, the undersigned notary,  
appeared pursuant to 486.600 through 486.1205 RSMo  
\_\_\_\_\_ (name) proved to me through identification  
documents, and did say that he/she is the \_\_\_\_\_ (title) of the  
\_\_\_\_\_ City and that the foregoing instrument was signed and sealed on  
behalf of the \_\_\_\_\_ City by authority of its Representatives and that  
he/she acknowledged said instrument to be the free act and deed of the  
\_\_\_\_\_ City and that it was executed for the consideration stated  
therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal in the county and state aforesaid the day and year written above.

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

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ (date), before me, the undersigned notary, appeared pursuant to 486.600 through 486.1205 RSMo \_\_\_\_\_ (name) proved to me through identification documents, and did say that he/she is the \_\_\_\_\_ (title) of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said \_\_\_\_\_ (name) acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

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

My Commission Expires: \_\_\_\_\_

BILL NO: \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION INSTALLATION OF ROADSIDE FLASHERS FOR SCHOOL OPERATION AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.**

**Whereas**, Ordinance No. 9517 was adopted on May 20, 2019 accepting a sidewalk improvement agreement with MoDOT along the Route M MoDOT right-of-way; and

**Whereas**, MoDOT requires that roadside flashers be installed by the city along this right-of-way in the vicinity of pedestrian facilities; and

**Whereas**, the Roadside Flashers for School Operation Agreement attached hereto provides, in part, that the city will pay all costs of construction and maintenance and that the flasher improvements shall become the city's property.

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

**SECTION ONE:** That the city hereby accepts and approves the Missouri Highways and Transportation Commission's Roadside Flashers for School Operation Agreement (the "Agreement") attached hereto.

**SECTION TWO:** That the City Manager, Brian Crane, is hereby authorized to execute the Agreement on behalf of the City of Moberly and to take such other and further action as may be required to effectuate the purpose of this ordinance.

**SECTION THREE:** This ordinance shall be in full force and effect upon passage by the City Council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 4<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #5.  
 Department: Comm. Dev.  
 Date: September 20, 2021

**Agenda Item:** A Resolution Approving A Mowing And Hold Harmless Agreement Between The City Of Moberly, Missouri And Harold Muehe For Mowing The City Airport Property.

**Summary:** This has been an agreement between the City of Moberly and Harold Muehe for decades for the property that the City purchased from Mr. Muehe to mow/hay the approximately 95 acres of small remaining tracts that aren't farmable. He mows it twice a year for \$1,250 per mowing and any hay he can get off the property he can retain. He typically gets 50 to 75 big round bales. This agreement was in place with Doug Henry back from at least the late 90's, but neither party can find the paperwork. We have a document coming before council that restates the terms for future reference.

**Recommended Action:** Direct staff to bring forward to October 4, 2021 regular City Council meeting for final approval.

**Fund Name:** Airport Contracted Services

**Account Number:** 120.000.5406

**Available Budget \$:** 7867.50

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>Jeffrey</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>Brubaker</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>Davis</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other <u>Discussion</u>		Passed	Failed

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT  
BETWEEN THE CITY OF MOBERLY, MISSOURI AND HAROLD MUEHE FOR  
MOWING THE CITY AIRPORT PROPERTY.**

**WHEREAS**, Mr. Harold Muehe has been mowing land which he sold to the city for airport use for several years and is willing to continue in that capacity; and

**WHEREAS**, city staff reached an agreement with Mr. Muehe to continue mowing and haying approximately 95 acres of city property twice a year in the outlying area of the airport; and

**WHEREAS**, city staff recommends the approval of the Mowing and Hold Harmless Agreement attached hereto.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by city staff and authorizes the City Manager to execute the Agreement on behalf of the City.

**RESOLVED** this \_\_\_\_ day of October, 2021, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

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

## MOWING AND HOLD HARMLESS AGREEMENT

THIS MOWING AND HOLD HARMLESS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Agreement"), by and among the **CITY OF MOBERLY, MISSOURI**, a third-class city of the State of Missouri (the "City"), and **HAROLD MUEHE** ("Muehe") an individual residing in Moberly, Missouri.

### RECITALS

**WHEREAS**, the City owns property which consists of several acres of hay ground in need of mowing on a twice annual basis.

**WHEREAS**, Muehe has mowing and haying equipment and is able and willing to mow and pick up hay on the property owned by the City.

**WHEREAS**, the City and Muehe are willing to enter into this Agreement on the following terms and conditions.

**NOW, THEREFORE**, the City and Muehe agree as follows:

1. The City hereby gives permission to Muehe to enter the following described property for the purpose of mowing and bailing hay: Approximately 95 acres of mowing and hay ground lying in the outlying areas of the Omar N. Bradley Regional Airport.
2. Muehe shall mow the ground twice annually in exchange for payment by the city of \$1,250 for each mowing and Muehe retaining all hay.
3. Muehe will operate as an independent contractor and not as an employee or agent or in any capacity for the City.
4. The term of this Agreement shall be for one year from the date of execution. The Agreement shall automatically renew each year hereafter until terminated by either party. Notice of Termination shall be given in writing at least sixty (60) days prior to the renewal date.
5. Muehe shall notify City of the time(s) he enters the property and City shall provide any necessary assistance to access the property.
6. Muehe hereby waives any cause of action or claims he may have at any time arising out of the performance of this Agreement against the City, its agents, servants, employees or elected officials.
7. Muehe hereby assumes all risk associated with performance of this Agreement.
8. Muehe hereby holds the City harmless from all damages, injuries and claims arising from the performance of this Agreement and agrees to defend any action brought against the City, its agents, servants, employees or elected officials resulting from any action arising from the performance of this Agreement.

9. Muehe will maintain during the duration of this Agreement insurance for his mowing operation and operation of his equipment used in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**CITY OF MOBERLY**

**HAROLD MUEHE**

\_\_\_\_\_  
By: Brian Crane, City Manager

\_\_\_\_\_  
Harold Muehe

ATTEST:

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



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #6.

Department: Public Utilities

Date: September 20, 2021

**Agenda Item:** A Resolution Approving a Mowing and Hold Harmless Agreement Between the City of Moberly, Missouri and Gary Seidel for Mowing the City Lake Property.

**Summary:** The City of Moberly maintains ownership of property surrounding Sugar Creek Lake that is part of the lake's watershed. City staff contacted three separate individuals for mowing and baling recently acquired acreage adjoining Sugar Creek Lake. Only one individual expressed interest in performing the work. This agreement is for a 1/3-2/3 share of the baled hay, with the hired individual to collect the 2/3 share as payment for maintaining the pasture portion of the property. The City wishes to hire Gary Seidel to mow and bale up to 28 acres of the property.

### Recommended

**Action:** Direct staff to bring to the October 4<sup>th</sup> Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT  
BETWEEN THE CITY OF MOBERLY, MISSOURI AND GARY SEIDEL FOR  
MOWING THE CITY LAKE PROPERTY.**

**WHEREAS**, city staff personally contacted three potential parties looking for someone to mow and bail approximately 28 acres of hay ground on property recently purchased by the city near Sugar Creek Lake; and

**WHEREAS**, Gary Seidel has indicated his willingness to mow and bale the property on the terms and conditions contained in the attached Mowing and Hold Harmless Agreement; and

**WHEREAS**, city staff recommends the approval of the Agreement.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by city staff and authorizes the City Manager to execute the Agreement on behalf of the City.

**RESOLVED** this \_\_\_\_\_ day of September, 2021, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

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

## MOWING AND HOLD HARMLESS AGREEMENT

THIS MOWING AND HOLD HARMLESS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Agreement"), by and among the **CITY OF MOBERLY, MISSOURI**, a third-class city of the State of Missouri (the "City"), and **GARY SEIDEL** ("Seidel") an individual residing in Moberly, Missouri.

### RECITALS

**WHEREAS**, the City owns property which consists of several acres of hay ground in need of mowing.

**WHEREAS**, Seidel has mowing and haying equipment and is able and willing to mow and pick up hay on the property owned by the City.

**WHEREAS**, the City and Seidel are willing to enter into this Agreement on the following terms and conditions.

**NOW, THEREFORE**, the City and Seidel agree as follows:

1. The City hereby gives permission to Seidel to enter the following described property for the purpose of mowing and square bailing hay: Approximately 28 acres of hay ground in Section 16, Township 54 North, Range 14 West lying east of Hwy DD, south of County Road 1345 and north of Private Road 1340.
2. Seidel shall receive 2/3 of the square bails and the City shall receive 1/3 of the bales.
3. Seidel will operate as an independent contractor and not as an employee or agent or in any capacity for the City.
4. The term of this Agreement is from September 21, 2021 to December 31, 2021. No notice of termination is required.
5. Seidel shall notify City of the time(s) he enters the property and City shall provide any necessary assistance to access the property.
6. Seidel hereby waives any cause of action or claims he may have at any time arising out of the performance of this Agreement against the City, its agents, servants, employees or elected officials.
7. Seidel hereby assumes all risk associated with performance of this Agreement.
7. Seidel hereby holds the City harmless from all damages, injuries and claims arising from the performance of this Agreement and agrees to defend any action brought against the City, its agents, servants, employees or elected officials resulting from any action arising from the performance of this Agreement.
8. Seidel will maintain during the duration of this Agreement insurance for his mowing operation and operation of his equipment used in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**CITY OF MOBERLY**

**GARY SEIDEL**

\_\_\_\_\_  
By: Brian Crane, City Manager

\_\_\_\_\_  
Gary Seidel

ATTEST:

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

# City of Moberly

## City Council Agenda Summary

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

WS #7.

Department: Finance

Date: September 20, 2021

**Agenda Item:** New service agreement with Fusion Technology.

**Summary:** The City has contracted with Fusion Technology for IT administration services for all City departments except Police and Fire for 5-6 years. Fusion has provided good service over the years and we have an excellent working relationship with them.

Earlier this year the Fire Department moved from services provided by The Tech Shop (the Police Department IT contractor) to Fusion Technology, adding a small handful of computers and other equipment. As with many other things, costs have continued to rise over the term of the contract. Owner Brandon Lucas has requested a \$9,200 price increase from \$28,300 annually to \$37,500 to cover these costs plus the additional IT equipment of the Fire Department. A copy of the new contract is included here for your review. The City Attorney is prepared to draft a resolution authorizing the new agreement at your direction.

### Recommended

**Action:** Direct staff to prepare a resolution authorizing entering into a new agreement.

**Fund Name:** General Fund

**Account Number:** 100.013.5406, Contracted Services

**Available Budget \$:** 140,266

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed



## ***Fusion Technology Small Business Customer Agreement***

Fusion Technologies, LLC (hereinafter "Fusion Technologies") is hereby contracted by City Of Moberly, MO (hereinafter "Business") to provide technology support services both onsite and remote within the districts premises.

### ***Contract Services:***

- Fusion Technologies will assume the lead role *maintaining* the Business' networks and IT infrastructure. This includes the server hardware and software, network wiring, network distribution hardware, and firewalls.
- Fusion Technologies will assume the lead role maintaining the functionality of the Business' computers (desktops and laptops) including hardware, software, and network connectivity. (Wired or Wireless)
- Fusion Technologies will assume the lead role in providing end-user help desk support via the Fusion Technologies helpdesk icon.
- Fusion Technologies will assist Business' personnel in maintaining administrative software or working with Support Company to resolve issues.
- Fusion Technologies will provide technology consulting through committee or one on one meeting with administrative personnel or board of directors.
- Fusion Technologies will provide technology acquisition and consulting services.

The successful implementation of our services depends on the cooperative effort provided by the Business. Therefore,

- Business agrees to submit requests for assistance utilizing the Fusion Technologies "F" helpdesk icon located on each PC's toolbar as well as other approved means of communication as determined by Fusion Technologies. If the entire network / internet is unavailable building wide, the Business agrees to contact our support staff directly by telephone.
- Business agrees to assign a technical point of contact ("Business Technology Liaison") to facilitate communication with Fusion Technologies.
- Business agrees to work exclusively with Fusion Technologies for the duration of the contract. This applies to services outlined in the services section.
- Business agrees to give Fusion Technologies a fair bidding opportunity on all hardware, software, licenses, and services. This applies to items serviced under this agreement and available through Fusion Technologies.

### ***Terms:***

This Agreement shall commence on September 1<sup>st</sup>, 2021 and shall continue until August 31<sup>st</sup>, 2022 for a one-year term. Following this term, this agreement shall continue with an agreement by both parties. Renewal terms are as follows. Upon completion of the initial term or renewal term, this agreement shall continue for an additional term (as defined by the initial term length) until either party provides written notice to the other of its intent to terminate the agreement ("Termination Notice"). Such Termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal term. Initial term escape protection is defined as follows. Either party may provide written notice to the other of its intent to terminate the Agreement ("Termination Notice") within the agreement term. However, such termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal Term.



**Additional Terms:**

- Additional computers put in service after contract year has begun will be billed at a flat rate of \$70.00 per computer. Replacement computers, printers, and peripherals will be installed at no charge.
- On-Site Service includes no charge for travel.
- Remote service includes no additional charge for phone support or remote access.
- Services provided that go beyond the scope of the services outlined in the services section will be billed. (Examples include: network infrastructure projects, new construction wiring, and security system diagnosis and troubleshooting. Additional work all billed at \$70.00 / Hour.
- Fusion Technologies, LLC works under the authority of the Site Manager.

**Annual Costs Based on a Per Site Basis – Sites Include all City of Moberly facilities excluding the Moberly Police Department**

**Annual Fees**

The costs are based on the agreed upon rate of \$37,500 Per Year. This price includes all licensing excluding the anti-virus software and Microsoft Office 365 which is billed separately. Payments are to be made on a yearly basis on or around September 1<sup>st</sup>.

Rate For Work Beyond the Scope of the Agreement	\$70.00 Per Hour
---	------------------

Fusion Technologies

Fusion Technologies, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brandon L. Lucas, President

Business:

City of Moberly, MO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

# City of Moberly

## City Council Agenda Summary

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

WS #8.

Department: Finance

Date: September 20, 2021

**Agenda Item:** Fire extinguisher inspection and service agreement.

**Summary:** Approximately 3 months ago a department head asked about the possibility of consolidating our fire extinguisher inspection and maintenance services under a single vendor. Investigation revealed that the City has been utilizing two vendors for several years, and prior to that time there were 3-4 vendors, all at widely varying costs. Although the City was spending only \$3,000-\$4,000 per year, I thought we could do better pricewise and with consistency of service.

Bids were requested from Safety Fire (Moberly), Fire Safety, Cintas, and Kormeyer (all 3 in Columbia). The sole bid was received from Safety Fire for \$6 per extinguisher with no additional service call charge. This calculates to approximately \$1,200 per year, saving between \$1,800 - \$2,800 annually, plus we are dealing with a local vendor. A copy of the e-mail containing the bid from Jerry Swartz is included here. The City Attorney is preparing a letter of understanding to formalize the agreement.

**Recommended Action:** Direct staff to prepare the appropriate documentation and bring forward to the next City Council meeting for approval.

**Fund Name:** Various

**Account Number:** xxx.xxx.5406, Contracted Services

**Available Budget \$:** Varies with each department, but sufficient funds are available throughout

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

#### Mayor

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

\_\_\_

#### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed



## Shirley Olney

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**From:** Randall Thompson  
**Sent:** Thursday, September 16, 2021 9:21 AM  
**To:** Shirley Olney  
**Cc:** Greg Hodge  
**Subject:** FW: Fire extinguishers

Shirley, include the email from Mr. Swartz below where he gives his bid and you could include the bid information in red or just include the whole email in the work session packet. The heading will be Annual Fire Extinguisher Inspection Services.

**Randall Thompson**  
 City Attorney  
 City of Moberly  
 101 West Reed Street  
 Moberly, Missouri 65270  
 Office: (660) 269-8705  
[cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)

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**From:** Greg Hodge <gregh@cityofmoberly.com>  
**Sent:** Monday, September 13, 2021 11:50 AM  
**To:** Randall Thompson <cityattorney@cityofmoberly.com>  
**Subject:** FW: Fire extinguishers

Below is the e-mail thread with Jerry Swartz regarding his bid on the fire extinguisher maintenance services, which I highlighted in yellow. Can you draft a letter of understanding to memorialize the agreement for services for Monday's work session please? Thank you!

*Here is my original e-mail sent to Safety Fire, Cintas, Korsmeyer Fire, and Fire Safety. The only reply received was from Safety Fire, Jerry Swartz company here in Moberly.*

*The City of Moberly is seeking bids for fire extinguisher maintenance services. Attached is an Excel list of the City extinguisher locations and the approximate grand total number of extinguishers owned by the City. The service period is annual and we require that City assets be returned to the City in the event that a loaner unit is utilized to allow extinguishers to be removed for repairs/servicing (i.e. no trading of extinguishers). Ideally we would like to have all extinguishers serviced at one time. Please reply to this e-mail with your bid no later than 5:00 PM on Thursday, September 9, 2021. Feel free to contact me with any questions.*

\*\*\*\*\*

Greg Hodge  
 Director of Finance  
 City of Moberly  
 101 West Reed Street  
 Moberly, MO 65270  
 Phone 660-269-7637  
 Fax 660-269-8171

---

**From:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Sent:** Friday, September 10, 2021 3:06 PM  
**To:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Subject:** Re: Fire extinguishers

Thank you and we will strive for perfection

Sent from my iPhone

On Sep 10, 2021, at 2:02 PM, Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)> wrote:

Hey Jerry,

Just wanted to drop you a quick note to let you know that you were the only bidder on the fire extinguisher maintenance, so the business is yours. Thank you for helping us keep the business local, I very much prefer spending our dollars to support the local economy! I'm sure the City Attorney will want to memorialize this with a short agreement, so I will see what he comes up with and get back with you.

\*\*\*\*\*

Greg Hodge  
 Director of Finance  
 City of Moberly  
 101 West Reed Street  
 Moberly, MO 65270  
 Phone 660-269-7637  
 Fax 660-269-8171

---

**From:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Sent:** Wednesday, September 8, 2021 10:08 AM  
**To:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Subject:** RE: Fire extinguishers

Thank you Greg. That is adequate for me. I can delay Kirksville until then.

---

**From:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Sent:** Wednesday, September 8, 2021 9:01 AM  
**To:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Subject:** RE: Fire extinguishers

Will do, should have everything determined by next Monday.

\*\*\*\*\*

Greg Hodge  
 Director of Finance  
 City of Moberly  
 101 West Reed Street  
 Moberly, MO 65270  
 Phone 660-269-7637  
 Fax 660-269-8171

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**From:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Sent:** Wednesday, September 8, 2021 8:59 AM  
**To:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Subject:** RE: Fire extinguishers

We have taken on several large accounts like Macon County and the City of Macon just recently. The City of Kirksville now wants us to handle them. I am not going to take on that if you want us to do the City of Moberly. Please advise as soon as you can so I can decide who to service.

---

**From:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Sent:** Tuesday, September 7, 2021 1:55 PM  
**To:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Subject:** RE: Fire extinguishers

Thank you Jerry, I appreciate the bid. I'll let you know how it all works out.

\*\*\*\*\*

Greg Hodge  
 Director of Finance  
 City of Moberly  
 101 West Reed Street  
 Moberly, MO 65270  
 Phone 660-269-7637  
 Fax 660-269-8171

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**From:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Sent:** Saturday, September 4, 2021 8:01 AM  
**To:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Subject:** RE: Fire extinguishers

**Safety Fire Products, LLC** a locally owned business that its principals own and pay City taxes on 30 separate Randolph County Properties will provide the inspection service for \$6.00 per extinguisher. There will be no service fee on the annual inspections. All additional services will include a \$29 service fee unless dropped off at 208 W. Rollins Moberly, Mo. 65270. Being the only Moberly Company that can provide services that are identified in the RFP, this drop off service for City of Moberly employees will save the City hundreds of dollars compared to the costs of doing business with firms not located in Moberly. I am happy the City has adopted the stance to "buy local." It is the way taxes can be paid on 30 properties.

---

**From:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>  
**Sent:** Tuesday, August 31, 2021 4:05 PM  
**To:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>  
**Subject:** RE: Fire extinguishers



Hey Jerry,

What I am trying to accomplish here is to get the cost of a company to make the rounds of all of our facilities at one time to service all of our extinguishers. For example, the process would start at one facility on July 10 and finish at the last facility on July 12, and we have one company doing all of the work during a specific time frame every year. It's easier for us and I assume for you also to manage and hopefully be less costly for both of us. I want one place to go for these services instead of using multiple vendors at various times of the year. In your case, if that means you charge me a single \$100-\$150 service call to do all of my locations in one time period versus \$29 for each location randomly throughout the year, I may save a few bucks, in addition to the possible lower per unit cost of the actual inspection/service. I hope this helps.

\*\*\*\*\*

Greg Hodge  
Director of Finance  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270  
Phone 660-269-7637  
Fax 660-269-8171

---

**From:** Jerry Swartz Companies <[jerry@jerryswartzcompanies.com](mailto:jerry@jerryswartzcompanies.com)>

**Sent:** Tuesday, August 31, 2021 9:29 AM

**To:** Greg Hodge <[gregh@cityofmoberly.com](mailto:gregh@cityofmoberly.com)>

**Subject:** Fire extinguishers

Greg:

I had sent you an email regarding your bid request. If we are only bidding the annual inspections? There is so much more than that cost. For example our service call is only \$29 when most competitors are \$79 and above. You can see one service call will eat up 50 inspections if someone gives you a dollar difference in inspection fees. In a normal year you will have several service calls to take care of extinguishers that are used or simply go out of the green.

Please respond to this email how you want this to be bid with the parameters that you have given me.

## **Jerry Swartz Companies**

Swartz Rentals  
Swartz Management Group, LLC  
Bean 118, Bean of Moberly, LLC  
Safety Fire Products, LLC  
Frame of Mind  
The Swartz Insurance Agencies:  
Moberly and Columbia  
Jerry and Renee Swartz, Owners  
PO Box 740  
Moberly, MO 65270  
660-263-8900 Fax 660-263-8908