

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**June 05, 2023**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

- [1.](#) A Request From The Prevail Gym To Hold A 5K Run And Street Closure On September 10, 2023.
- [2.](#) A Discussion Regarding The Purchase Of Sewer Cleaning And Inspection For Public Utilities From Ace Pipe Cleaning, Inc. And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
- [3.](#) A Discussion Regarding Accepting A Permanent Water and Sewer Line Easement For The East Outer Road Water & Sewer Project.
- [4.](#) A Discussion Regarding Approving The Purchase And Installation Of Utility Billing Office Flooring And Authorizing The City Manager To Approve The Proposal On Behalf Of The City.
- [5.](#) Consideration For Two (2) Appointments to the Airport Advisory Board.
- [6.](#) Consideration For Three (3) Appointments to the Planning And Zoning Commission.
- [7.](#) Review of a Draft Task Order #19 From B&W/Barr for Wabash Heights ARPA Grant Project.
- [8.](#) An Application For A Conditional Use Permit Submitted By Devin Snodgrass On Behalf Of The Mike And Melissa Anderson For A Proposed Pet Care Facility Located At 1120 South Morley Street.
- [9.](#) A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For Moberly Regional Detention Basin Construction Project For Public Utilities.
- [10.](#) Review of Moberly Correctional Center Supervised Work Release Agreement.
- [11.](#) Discussion of Existing Mobile Home Park.
- [12.](#) A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
- [13.](#) A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.
- [14.](#) An Ordinance Of The City Of Moberly, Missouri, To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Municipal Officials.
- [15.](#) A Change Order #3 from L&J Development for the Amphitheater in Rothwell Park.
- [16.](#) Appointment to the Tourism Advisory Commission

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 5, 2023

**Agenda Item:** A Request From The Prevail Gym To Hold A 5K Run And Street Closure On September 10, 2023.

**Summary:** Prevail Gym requesting permission to hold a 5K run on September 9, 2023. Race to begin at 100 W Lee. Runners will run north on Sturgeon to Wightman, then use the sidewalk to the pedestrian bridge and continue north to Reed St. Turn west on Reed Street, to Johnson, cross over to Adams and continue to Hagood St and continue west on Reed Street to Brinkerhoff. Turn north on Brinkerhoff to Coates St, east on Coates St to Sturgeon, south on Sturgeon to Depot Park, cross Rollins on pedestrian bridge, and continue on the sidewalk back to Wightman and continue south on Sturgeon to Lee, west on Lee to South Williams, using the bike lane travel south to McKinsey, east on McKinsey to Sturgeon, north on Sturgeon and end at 100 W Lee. Contact person is Shannon Sehnert 573-881-0029. Start time is 7:00 a.m., with the race expected to end 8:15a.m. Anticipate approximately 50 participants and will have volunteers to help. Request closure of Sturgeon Street from McKinsey to Wightman from 6:30 a.m. to 8:30 a.m.

**Recommended Action** Approve the request.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

**Aye**

**Nay**

### Mayor

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

### Council Member

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

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

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

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

Passed Failed



City of

Police Department  
Troy Link  
Chief of Police  
223rd Session FBI Academy

300 N Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

**Walk/Run Application Permit**

Application Date: May 25, 2023  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: September 10, 2023

Purpose of event: Prevail 5K

Name of event director: Shannon Schnert

Contact phone, & Address of director: 573-881-0029 11013 Prairie Ln, Moberly (home)

Approximate number of participants: 50

Route requested, Begin & End Time: Start 7:00AM; end 8:15AM

Route begins and ends at Prevail Gym at 100 W. Lee St.; run down Sturgeon toward downtown, use sidewalk and pedestrian bridge, run Reed, around post office, over to Coates on sidewalk, back down Sturgeon to Lee. Lee to bike path on Williams, to sidewalk on McKinsey  
(Please include a map diagram showing start to finish) and down Sturgeon to Avail.

Will the route/streets be marked? Yes: ✓ No: \_\_\_\_\_

Will the organization furnish personnel to assist with the event?

Yes: ✓ No: \_\_\_\_\_ If yes, how many? 7-10

Signature of applicant: Shannon Schnert

Approved: X Declined: \_\_\_\_\_

Authorizing Official: [Signature] Date: \_\_\_\_\_

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins. For races occurring in Rothwell Park, please contact the Parks and Recreation office to obtain specific guidelines that only apply to races located inside the park.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used

\*Wightman and Lee Street will be furnished with personnel to assist with traffic.

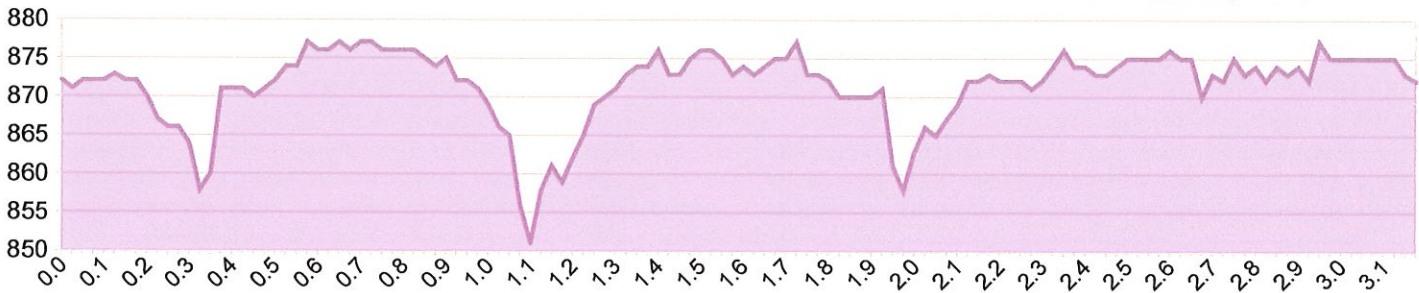
Can we close Sturgeon from McKinsey to Wightman from 6:30am-8:30am?



# Prevail 5k Final

WS #1.

3.19 MI



This route allows spectators/family/friends to stay in one spot (at Prevail) and see the beginning, middle, and end of the race.

I have been in contact with Megan Schmidt at the chamber regarding running down Reed St. She is approving this as it will draw more attention to vendors and add more activity for those who are downtown. Runners will also have a more unique experience and will hopefully have more support, encouragement, and cheering from vendors!



# City of Moberly

## City Council Agenda Summary

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

WS #2.

Department: Public Utilities

Date: June 5, 2023

**Agenda Item:** A Discussion Regarding The Purchase Of Sewer Cleaning And Inspection For Public Utilities From Ace Pipe Cleaning, Inc. And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** Moberly's sewer collection system contains a segment of 42" main located in the eastern portion of Moberly, conveys flows and serves locations from SWIFT Foods, the Hwy 24 segment east of North Morley and properties south of this to Union street. This line hasn't been cleaned since installation as utilities lacks the specialized equipment to clean piping of 36" and larger. Ace Pipe Inc. has been engaged to perform a cleaning and inspection of this line, with plans to contract for periodic cleaning and/or inspection in the future to allow for management of this piping section. The total for this work is \$110,850.

### Recommended

**Action:** Direct staff to present a resolution for approval at the next council meeting.

**Fund Name:** Sewer Line Maintenance

**Account Number:** 301.112.5314

**Available Budget \$:** Balance from Operating Reserve

### 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

### Roll Call

Aye

Nay

### Mayor

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

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

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

☐ P/C Minutes  
☐ Application  
☐ Citizen  
☐ Consultant Report

☐ Contract  
☐ Budget Amendment  
☐ Legal Notice  
☐ Other \_\_\_\_\_

M ☐ S ☐ **Kimmons**  
M ☐ S ☐ **Jeffrey**  
M ☐ S ☐ **Kyser**

☐ ☐  
☐ ☐  
☐ ☐  
Passed Failed

WS #2.

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M <input type="checkbox"/> S <input type="checkbox"/> <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 <div>6</div> Report	<b>Council Member</b>		



### CONTRACT PROPOSAL

Date: 3/16/23

**Customer:** City Of Moberly  
**Attn:** Steve Wilson  
**Address:** 101 W Reed St  
Moberly MO 65270  
**Email:** swilson@cityofmoberly.com  
**Phone:** 660-269-7673

**Proposal #:** 23-373

**1. PROJECT DESCRIPTION:**

**City of Moberly, MO – Union St. and Tayler St – Sanitary Pipe Cleaning**

**2. SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

**APC will provide Two Operators, One Jumbo Jetter Truck, One Jetter/Combo Unit and One Additional Laborer to clean a 42-inch Sanitary Pipe for the above-mentioned project.**

**3. PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	HRS	\$ 2,250.00	\$ 2,250.00
Operator & Jumbo Jetter	190	HRS	\$ 200.00	\$ 38,000.00
Operator & Jetter/Combo Unit	190	HRS	\$ 200.00	\$ 38,000.00
Additional Laborer	190	HRS	\$ 110.00	\$ 20,900.00
Equipment Fuel	190	HRS	\$ 48.00	\$ 9,120.00
TOTAL ESTIMATED PRICE				\$ 108,270.00

Payment shall be due Net 30 days from APC's invoice date. Billing will reflect actual quantities achieved.

**4. SCHEDULE:** To be determined upon acceptance of this Proposal.

**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES NO X**

**If yes, please provide Wage Determination.**

**TAX EXEMPT? YES X NO**

**If yes, please provide Tax Exemption Certificate.**

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Jeremy Cheek</u> Date <u>3/16/23</u> Title: <u>Superintendent</u>	Signed: _____ Date _____ Title: _____



**CLARIFICATIONS / ASSUMPTIONS**

All pricing is conditioned upon the Clarifications/Assumptions listed below.

**1. CLARIFICATIONS:**

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Price quoted is portal to portal from our location at 6601 Universal Ave, KCMO and is a four-hour minimum fee.
- e. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- f. APC will provide light traffic control (cones) if necessary.

**2. ASSUMPTIONS:**

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 150 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



WS #2.

6601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

**CONTRACT PROPOSAL**Date: 5/19/23

**Customer:** City Of Moberly  
**Attn:** Steve Wilson  
**Address:** 101 W Reed ST  
Moberly MO 65270  
**Email:** swilson@cityofmoberly.com  
**Phone:** 660-269-7673

Proposal #: 23-555**1. PROJECT DESCRIPTION:**

Moberly, MO – 42" CCTV

**2. SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

**APC will provide One Operator and One CCTV Inspection unit perform inspection by CCTV to a 42" inch sanitary pipe as directed by customer in Moberly, MO.**

**3. PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CCTV Inspection Unit w/Operator	12	HR	\$ 215.00	\$ 2,580.00
TOTAL ESTIMATED PRICE				\$ 2,580.00

Payment shall be due Net 30 days from APC's invoice date. Billing will reflect actual quantities achieved.

**4. SCHEDULE:** To be determined upon acceptance of this Proposal.**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES \_\_ NO X**  
If yes, please provide Wage Determination.

**TAX EXEMPT? YES X NO \_\_**  
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Mark Calvert</u> Date <u>5/19/23</u> Title: <u>Ops Manager</u>	Signed: <u>Dana Ulmer</u> Date _____ Title: _____ <small><sup>1</sup> Digitally signed by Dana Ulmer DN: c=US, e=duulmer@cityofmoberly.com, o=City of Moberly, CN=Dana Ulmer Date: 2023.05.19 12:18:52 -05'00'</small>



## CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### 1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- e. Customer will obtain all necessary permits.
- f. APC will provide light traffic control (cones) if needed.
- g. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).
- h. Price quoted is portal to portal from our location 6601 Universal Ave., Kansas City, MO and is a four-hour minimum charge (applicable to hourly rate quoted).
- i. The quoted price does not include cleaning the pipe. APC can estimate cleaning, if needed.
- j. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in digital and physical report format and will provide logged information of pipe condition, calling out defects (such as root intrusions, pipe separations, cracks, decay, and crumbling) as necessary. All APC data technicians are NASSCO PACP certified.
- k. For CCTV inspections that have 1,000 feet or more of Data, there will be a minimum 2 week turn-around for deliverables.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be within 150 feet from the access point. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site if cleaning occurs.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter if cleaning occurs.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

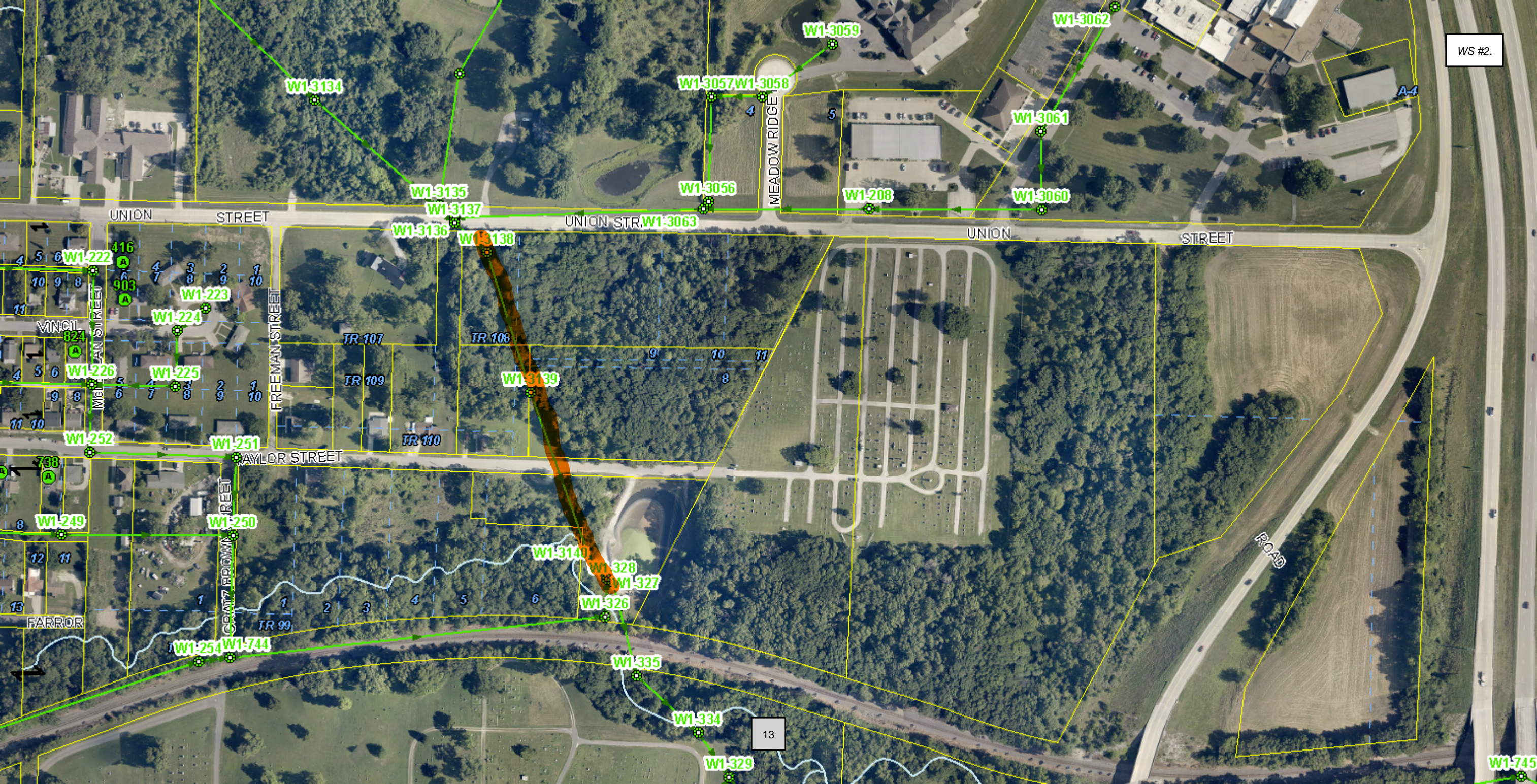
11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.





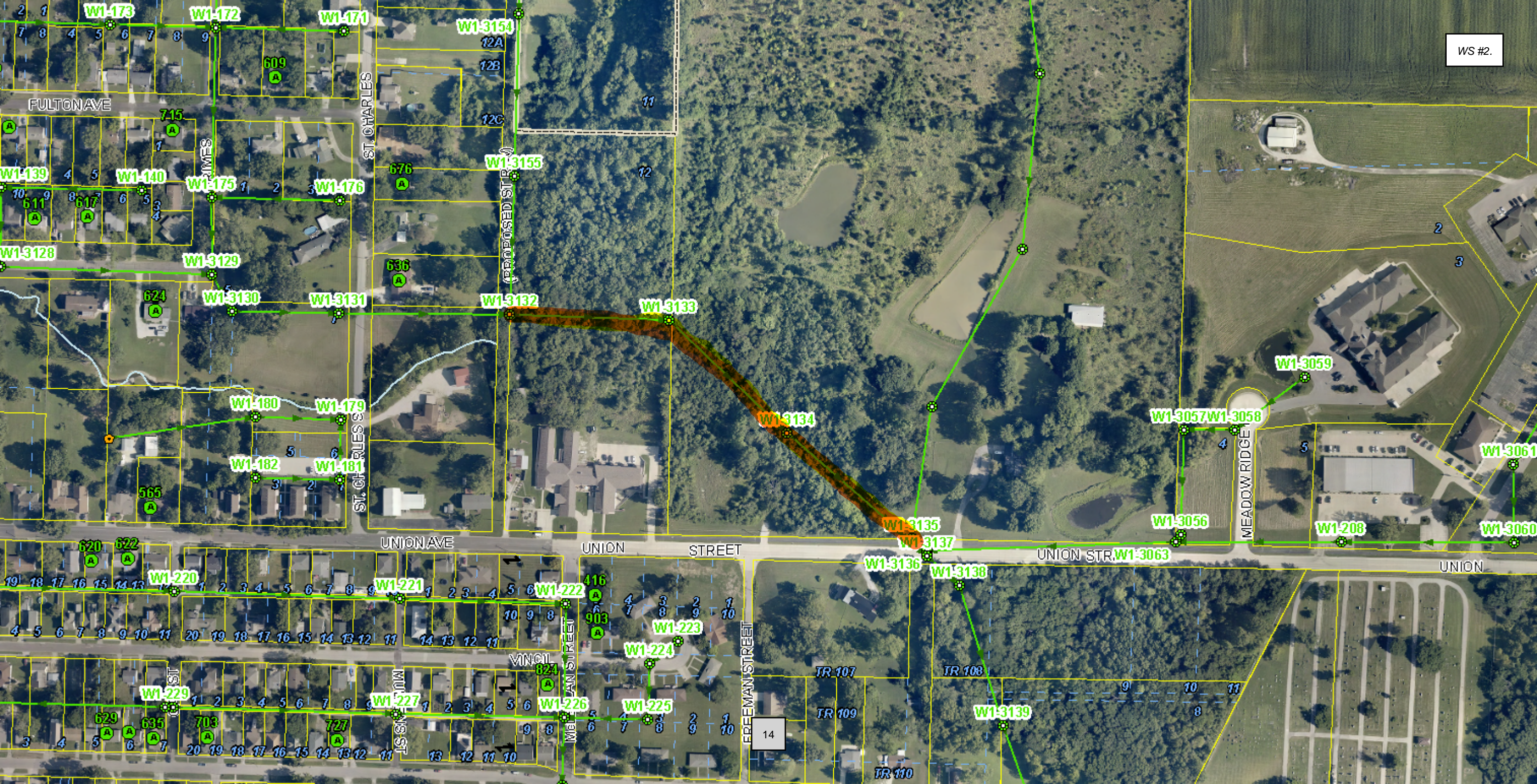
WS #2.

13

W1-745



WS #2.





# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #3.  
 Department: Public Utilities  
 Date: June 5, 2023

**Agenda Item:** A Discussion Regarding Accepting A Permanent Water and Sewer Line Easement For The East Outer Road Water & Sewer Project.

**Summary:** The city desires to develop property south of Lowes and adjacent to the East Outer roadway. This easement allows connections to existing and planned water and sewer lines to allow for future development of the planned area and is due east of the W.L. Orscheln Subdivision. The city needs to officially accept this easement from the property owner to complete the transaction. This action will officially accept the easements. The location of the property currently granting the easement is:

“A 20 feet wide strip of land, lying in part of the South 50 acres a tract of land recorded in Book 753 at Page 614 of the Randolph County Records, in the City of Moberly, Randolph County, Missouri...”

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

**Fund Name:** N/A

**Account Number:** N/A

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

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

# Moberly, MO

WS #3.



## Legend

- Roads
- Corporate Limit
- Parcel
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

1 in. = 725ft.



1,449.3 0 724.66 1,449.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

## Notes



## LAW OFFICES

[www.cfoleylaw.com](http://www.cfoleylaw.com)**CARLYLE FOLEY, P.C.**

Carlyle Foley

[cf@cfoleylaw.com](mailto:cf@cfoleylaw.com)

Cynthia Cochran Leyva

[cl@cfoleylaw.com](mailto:cl@cfoleylaw.com)

208 North Church Street  
P.O. Box 44  
Fayette, MO 65248  
660.248.3346  
Fax 660.248.1779

Pamela Huttshell - Legal Assistant  
[phuttshell@cfoleylaw.com](mailto:phuttshell@cfoleylaw.com)

104 Corporate Lake Drive  
Columbia, MO 65203

573.449.5316  
Fax 573.875.3100

Rebecca J. Kurtz - Legal Assistant  
[assistant@cfoleylaw.com](mailto:assistant@cfoleylaw.com)

May 8, 2023

Nathan Nickolaus  
308 E High Street, Suite 108  
Jefferson City, MO 65101

Re: Leavene Sewer Easement

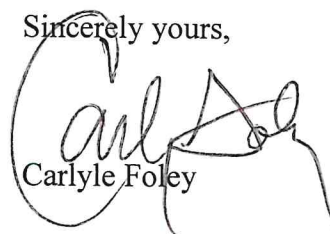
Dear Nathan:

I am enclosing the original signed Easement for recording.

Please forward payment to me prior to recording.

Let me know if you need anything further from me.

Sincerely yours,

  
Carlyle Foley

CF:rjk  
Enclosure

Please respond to the office in ☐ Columbia ☒ Fayette

---

**SANITARY SEWER AND  
WATER LINE EASEMENT**

THIS AGREEMENT, made this 4<sup>th</sup> day of May, 2023, by and between Jeremy Leavene and Surray Leavene as Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022, (**Grantors**), and the City of Moberly, Missouri, a Municipal Corporation, **Grantee**. Grantee's mailing address is:

**City of Moberly  
Attn City Manager  
101 Reed St.  
Moberly MO 65270**

WITNESSETH, that the **Grantors**, in consideration of the sum of **Eight Thousand Dollars and No Cents (\$8000)** and other good and valuable consideration to them paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto the said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement, and removal of water and sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantors' land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

A 20 feet wide strip of land, lying in part of the South 50 acres a tract of land recorded in Book 753 at Page 614 of the Randolph County Records, in the City of Moberly, Randolph County, Missouri; said parcel being more particularly described as follows:

*(Legal Description continues on Page 2)*

A 20 feet wide strip of land, lying 10 feet on either side and adjacent to the following described centerline. Commencing at an iron bar at Southeast Corner of W. L. Orscheln Subdivision; thence along the East line of said W. L. Orscheln Subdivision, North 01 degrees 20 minutes 20" East a distance of 1039.71 feet to the Point of Beginning of the Centerline of said 30 feet strip of land, said Point bears 10.10 feet South 01 degrees 20 minutes 20 seconds East of the Northeast corner of Lot 27 of W. L. Orscheln Subdivision; thence along said centerline North 79 degrees 03 minutes 48" East a distance of 303.49 feet; thence North 73 degrees 04 minutes 33" East a distance of 637.11 feet to the Point of Ending, said parcel containing approximately 0.43 acres of land more or less.

**Grantee**, its successors, and assigns shall have the right of ownership, use, and control of all sanitary sewers, underground pipes, manholes, and all necessary appurtenances on the above-described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

**SPECIAL CONDITIONS:** The City (Grantee) agrees

- The City of Moberly shall allow the Grantors to connect to the water and sewer lines as normal customers.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.

**Grantors** agree not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance, or access to such pipelines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on the said easement.

**Grantors** further state that they are lawfully seized of title to the land through which said easement is granted and that they have good and lawful right to convey said easements to the **Grantee** herein.

**Grantors**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waive any right to request vacation of the easement herein granted.

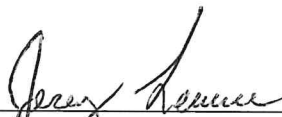
THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantors.

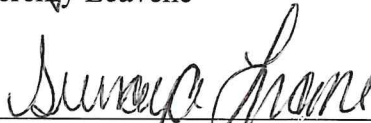
TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Moberly, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, this 4<sup>th</sup> day of May, 2023.

Jeremy & Surraya Leavene Trust

By:

  
Jeremy Leavene

  
Surraya Leavene

Trustees of the Leavene Family Revocable Trust under  
Agreement Dated February 10, 2022

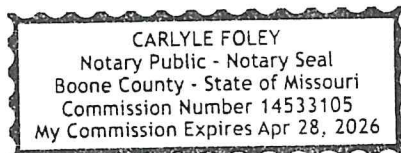
### ACKNOWLEDGMENT

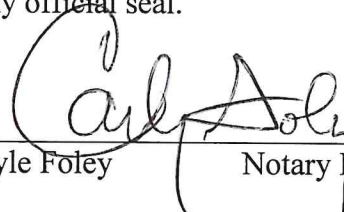
State of Missouri                     )  
   ) ss  
County of Boone                     )

On this 4<sup>th</sup> day of May 2023, appeared before me, a Notary Public in and for the said state, Jeremy Leavene and Surraya Leavene, Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022, are known to me to be the persons who executed the within Easement and acknowledged to me that they executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

SEAL



  
Carlyle Foley                     Notary Public

## ACKNOWLEDGMENT BY CITY

## GRANTEE'S ACKNOWLEDGMENT

[illegible]

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.

Department: Public Utilities

Date: June 5, 2023

**Agenda Item:** A Discussion Regarding Approving The Purchase And Installation Of Utility Billing Office Flooring And Authorizing The City Manager To Approve The Proposal On Behalf Of The City.

**Summary:** The utility billing office contains 2 different types and colors of carpeting, with transition strips that have aged and represent trip hazards for staff. The room is used every business day for delivering water billing service to Moberly customers, to research files, utility contracts, projects, filing, copying and document management. The floor receives heavy traffic within the workspace and is ready for replacement with durable economical luxury vinyl plank, identical to the flooring installed in the city clerk's office less than two years ago. 3 vendors were contacted with only one choosing to provide a cost estimate to do the project.

Vendor	Installation Anticipated	Total Including Installation
Art's Appliance 420 US 24 West Moberly, MO 65270 660-263-3367	Following removal of existing flooring	\$8,906.90
Lowe's, Inc. 1800 E Outer Rd. Moberly, MO 65270 660-263-4210	N/A	Replied stating that they do not do flooring work in government buildings
Farris Decorating 1127 North Morley Moberly, MO 65270 660-263-5555	N/A	Spoke with member of vendor staff twice with no response

**Recommended Action:** Approve the resolution

**Fund Name:** Contracted Services

**Account Number:** 301.110.5406

**Available Budget \$:** 10,000

### ATTACHMENTS:

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

### Roll Call

**Aye**

**Nay**

### Mayor

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

### Council Member

M\_\_\_ S\_\_\_ **Lucas**      \_\_\_      \_\_\_

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

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

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

Passed      Failed







## Appliance-Furniture-Electronics-Flooring

DATE May 23, 2023

CITY OF MOBERLY  
WATER DEPARTMENT  
MOBERLY, MO. 65270

QUOTE FOR WATER OFFICE  
AND BOSS'S OFFICE  
INSTALL BY ADAM WORLEY

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE

[illegible]

Jack Riley  
PO BOX 189  
MOBERLY, MO 65270  
jrriley@artsappliance.com

SUBTOTAL	\$ 4,000.00
TAX ON MERCHANDISE	
TOTAL	\$ 4,000.00

**JACK R. RILEY, VP**

05/23/2023

Authorized by

Date \_\_\_\_\_

Appliance-Furniture-Electronics-Flooring

PO BOX 189 420 US 24 WEST  
MOBERLY, MO 65270  
660-263-3367 FAX 660-263-2256  
[info@artsappliance.com](mailto:info@artsappliance.com)

DATE May 30, 2023

## Customer

CITY OF MOBERLY  
WATER DEPARTMENT  
MOBERLY, MO. 65270

## INSTALLATION OF COVE BASE BY ADAM WORLEY

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE

[illegible]

Send all correspondence to:

Jack Riley  
PO BOX 189  
MOBERLY, MO 65270  
jrriley@artsappliance.com

SUBTOTAL	\$	240.00
----------	----	--------

### TAX ON MERCHANDISE

TOTAL	\$ 240.00
-------	-----------

**JACK R. RILEY , VP 05/30/2023**

Authorized by \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

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

WS #5.

Department: Comm. Dev.

Date: June 5, 2023

**Agenda Item:** Consideration For Two (2) Appointments to the Airport Advisory Board.

**Summary:** Two (2) terms for the Airport Advisory board expire in July for (Bill Stuart and Dennis Snodgrass). We advertised for applicants and received five (5) applications that are attached.

**Recommended Action:** Bring forward to the June 19, 2023, regular City Council meeting for final approval and appointment.

**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 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 checked="" 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\_\_\_ **Brubaker**

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

City of

*Moberly!***Board/Commission Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Airport Date: 5/5/23  
 Your Name: Bill Stuart Street Address: 1520 E. Rollins  
 Phone number(s): (evening) 573 424 5300 (day) \_\_\_\_\_  
 Email: na

Do you live within the corporate limits of City of Moberly?

☒ Yes / ☐ No

How long have you been a resident of City of Moberly?

40 YRS

Occupation: Funeral Director/Embalm

Employer:

CATER Funeral Home

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Pilot - General Aviation

What particular contributions do you feel you can make to this board or commission?

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. MR. Tom SANDERS Phone: 660-263-4420 ext 2044
2. MR. TERRY Jeffery Phone: 660-651-5108
3. MR. Tim Brubaker Phone: 660-

Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270





## Board/Commission Application Form

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Name of Board or Commission: Airport Advisory Board Date: 5/19/2023

Your Name: Nick Miller Street Address: 1435 Conestoga Trace Moberly, MO 65270

Phone number(s): (evening) 303-519-2409 (day) 660-263-6000

Email: nick@moberlymotors.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 16 years

Occupation: General Manager Employer: Moberly Motors

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have operated successful sales and service operation in Moberly the past 16 years. I am always looking for ways to serve the communities that we operate.

What particular contributions do you feel you can make to this board or commission?

I have recently become involved in the aviation community. I am working on obtaining my pilots license and think this would be a good way to get involved and contribute to the local airport.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. John Meystrick Phone: 660-269-7270
2. Brandon Lucas Phone: 660-412-2340
3. \_\_\_\_\_ Phone: \_\_\_\_\_

Nick Miller  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of

Moberly!

**Board/Commission Application Form**

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**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: AirPort Advisory Board Date: 5-22-23

Your Name: Cory McCormick Street Address: 1311 Wight Rd

Phone number(s): (evening) 660-676-2215 (day) Same

Email: Cmoney6904@gmail.com

Do you live within the corporate limits of City of Moberly? Yes/No

How long have you been a resident of City of Moberly? 17 years

Occupation: self employed Employer: Postal Performance

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

exPerience around some aircraft. Strong mechanical  
Skills/knowledge. Strong work ethic and good listener.  
"Own aircraft"

What particular contributions do you feel you can make to this board or commission?

I can Help keep things going.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Lonnie Wallace Phone: 660-353-9090
2. Ben Albright Phone: 660-651-5616
3. Cody Guirier Phone: 660-651-0376

Cory McCormick  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of

Moberly!

**Board/Commission Application Form**

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**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Airport Advisory Board Date: 5/20/2023

Your Name: Dennis Snodgrass Street Address: 2001 Wabash Ave, Moberly, MO 65270

Phone number(s): (evening) 660-651-0541 (day) 660-651-0541

Email: snodgrassautosales@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 2 years

Occupation: retired Employer: \_\_\_\_\_

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

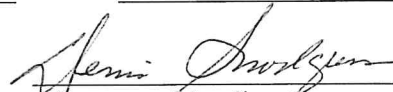
Local aircraft owner/pilot

What particular contributions do you feel you can make to this board or commission?

I inter act with local pilots and will share there concerns . I rent my plane to a few local pilots. Assist with Airport appreciation days.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Steve Botkins Phone: 660-676-0235
2. Phil Wetrich Phone: 660-8881880
3. Geg Miller Phone: 573-289-0842

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



City of

Moberly!

## Board/Commission Application Form

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**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Airport Advisory Board Date: 5-21-23  
 Your Name: Aaron Rutherford Street Address: 1306 Fisk Ave Moberly  
 Phone number(s): (evening) 6602696185 (day) same  
 Email: aaronstintingservice@gmail.com

Do you live within the corporate limits of City of Moberly? Yes / No  
 How long have you been a resident of City of Moberly? since 2009  
 Occupation: Owner/operator Employer: Aaron's Tinting Service, LLC Moberly Mo

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

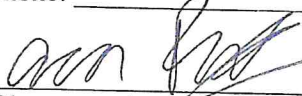
As both business owner and active licensed pilot, I feel I could bring some insight and ideas to the board to expand and or grow the local aviation community and visitors to Omar N Bradley (KMBY) and help welcome all those help who make aviation what it is.

What particular contributions do you feel you can make to this board or commission?

read above please, as i compiled it into one thank you

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Dennis-Snodgrass Phone: 660-651-0541
2. Wren-Johannaber Phone: 573-473-6369
3. Skyler Frazer Phone: 660-269-6554

  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly

## City Council Agenda Summary

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

WS #6.

Department: Comm. Dev.

Date: June 5, 2023

**Agenda Item:** Consideration For Three (3) Appointments to the Planning And Zoning Commission.

**Summary:** Three (3) terms for the Planning and Zoning Commission expire in July for the following: (Howard Miedler, Lisa Vanderburg and Sam Tadrus). We advertised for applicants and received four (4) applications that are attached.

**Recommended Action:** Direct staff to bring forward to the June 19, 2023, regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input 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 checked="" 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\_\_\_ **Brubaker**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed

City of

*Moberly!***Board/Commission Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning & Zoning Date: 5/5/23  
 Your Name: 703 Salim (Sam) Tadun Street Address: 703 Seven Bridger Rd  
 Phone number(s): (evening) 660 263 6826 (day) 660 998 0461  
 Email: Sam e Samshealthmart . com

Do you live within the corporate limits of City of Moberly? ☒ Yes / No

How long have you been a resident of City of Moberly? 52 years

Occupation: Pharmacist Employer: Sams healthmart Pharmacies

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Chairman of planning & zoning

What particular contributions do you feel you can make to this board or commission?

Beautify the City

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. Kal Cleavinger Phone: \_\_\_\_\_
2. Jeff Lawrence Phone: \_\_\_\_\_
3. Tom Sanders Phone: \_\_\_\_\_

Salim S. Tadun  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



**Board/Commission Application Form**

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Name of Board or Commission: Planning and Zoning Date: 1/27/2023

Your Name: David Byland Street Address: 1603 East Urbandale Drive

Phone number(s): (evening) 660-414-6942 (day) 660-414-6942

Email: d.w.byland@gmail.com

Do you live within the corporate limits of City of Moberly?

Yes / ~~No~~

How long have you been a resident of City of Moberly? 14 years

Occupation: Evening Adjunct Professor, Business / Economics / Finance Employer: Columbia College

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have prior professional experience as a licensed Real Estate Broker, managed commercial property in Kansas City, MO, am certified to teach a variety of senior level courses for Columbia College in Business, Finance, Economics, Real Estate, Marketing and Strategic Planning. I served on the Strategic

Planning Committee for MACC for 9 years. I am a competent communicator and very strong in financial analysis and business plan development.

I currently serve as board chair for RCDDS, am a board member for the 4th Street Theater, and am an active member (and past president) of Rotary.

What particular contributions do you feel you can make to this board or commission?

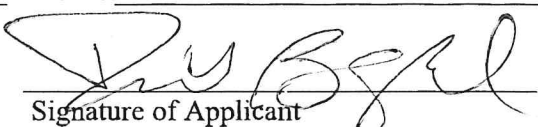
I can offer an impartial view of highest and best use of real estate in the city, participate as a team member in reviewing proposals and making

recommendations to the city, and can be depended upon to attend all meetings, complete assignments, and play an active role in the P & Z commission.

With long time roots here (my father and brother were successful Moberly dentists) and having grown up here, I have a strong emotional tie here.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Howard Miedler Phone: 660-651-3682 (cell)
2. Ken Tebow Phone: 660-651-2842 (cell)
3. Dr. Jeff Lashley Phone: 660-651-5748 (home)

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, M 35, MO 65270



## Board/Commission Application Form

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Name of Board or Commission: Planning and Zoning Date: 5/16/23

Your Name: Lisa Vanderburg Street Address: 649 Homestead Dr.

Phone number(s): (evening) 660-263-2143 (day) same

Email: vandy649@sbcglobal.net

Do you live within the corporate limits of City of Moberly? ☒ Yes ☐ No

How long have you been a resident of City of Moberly? 35 years

Occupation: housewife Employer: n/a

### **Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Served 23 years on Moberly Board of Education, serving 7 years as Board President and several years as vice-president and treasurer.

Served 19 years on the Randolph County 4-H Council, serving in officer positions & as club leader. Building Communities for Better Health, Randolph

County Health Department- community member. Served 11 Years as a Board of Director of the Missouri School Board Association. Randolph County

Supervisory Judge. Randolph County Community Partnership - community member.

What particular contributions do you feel you can make to this board or commission?

Having served several years on the Planning and Zoning Commission, I have focused on bringing more opportunities for Moberly, in the areas of more

housing, new and/or improved businesses, beautification of the city, etc., all in keeping in accordance of the City of Moberly Comprehensive Plan. I also

want to do so by treating applicants equally and open-mindedly. I take the position seriously, and strive to make every meeting, unless out of town or ill.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

- |                            |                            |
|----------------------------|----------------------------|
| 1. <u>Debbie Young</u>     | Phone: <u>660-651-0515</u> |
| 2. <u>Dr. Jeff Lashley</u> | Phone: <u>660-263-4100</u> |
| 3. <u>Rep. Ed Lewis</u>    | Phone: <u>573-751-6566</u> |

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



City of

Moberly!

**Board/Commission Application Form**

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Name of Board or Commission: Planning & Zoning Date: 5/8/23

Your Name: Howard Miedler Street Address: 913 Timberline Rd

Phone number(s): (evening) 660-651-3864 (day) \_\_\_\_\_

Email: howardmiedler@sbcglobal.net

Do you live within the corporate limits of City of Moberly? Yes ☒ Yes ☐ No

How long have you been a resident of City of Moberly? 49 years

Occupation: Retired Employer: \_\_\_\_\_

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

My 49 years in sales and management have give me analytical skills and a desire to see Moberly move forward.

What particular contributions do you feel you can make to this board or commission?

I have a strong desire to see Moberly move forward and I feel that my management, organizational skills can help P & Z.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Bob Riley Phone: 263-3367
2. Mike Riffel Phone: 263-1234
3. J.W. Bullenger Phone: 660-651-3821

[Signature]  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



# City of Moberly

## City Council Agenda Summary

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

WS #7.

Department: Community Development

Date: June 5, 2023

**Agenda Item:** Review of a Draft Task Order #19 From B&W/Barr for Wabash Heights ARPA Grant Project.

**Summary:** The attached Task Order from the team of Bartlett & West and Barr Engineering for \$139,924.00 is the first phase of engineering services for the \$5M ARPA Stormwater Grant for the Wabash Heights areas. The purpose of this Task Order is to determine what options are available to the city which will solve stormwater flooding issues within the study area as well as potentially improving downstream conditions. Sanitary sewer analysis is included at this stage as it is unknown if the residences and buildings in the study area are currently connected to city sewer or have the potential to be. Future Services (not included at this time)

6.1. Boundary, topographic and comprehensive utility survey

6.2. Legal descriptions and ROW assistance

6.3. Final design

6.4. Construction documents

6.5. Bidding phase services

6.6. Construction phase services

This project is funded \$4,999,999.00 by Federal ARPA funds administered by DNR and \$1 match from the City of Moberly.

Staff recommends approval.

**Recommended Action:** Direct staff to bring forward to the June 19, 2023 regular City Council meeting for final approval.

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5406

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

### 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>Task Order #19</u>

### Roll Call

### Aye

### Nay

#### Mayor

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

#### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed

**TASK ORDER NO. Enter Number 19**

This Task Order No. 19 is issued relative to and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for Professional Services between City of Moberly (“Client”) and Bartlett & West, Inc. (“Consultant”) as dated March, 3, 2020 and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. Consultant shall perform services under the Task Order for the purpose of providing conceptual alternatives related to stormwater control in the Wabash Neighborhood and as more fully described in Attachment A: Scope of Services.
- C. Time of Performance for Services. The services will be completed within 6 months of receiving an executed TO.
- D. Compensation for Services. The services contained in this Task Order shall be performed for the lump sum fee of \$139,924.00.
  - 1. Subcontracted services will be billed at actual costs.
- E. Client’s Responsibilities. Client’s responsibilities in the completion of this Task Order are as follows:
  - 1. Provide necessary information regarding existing facilities and extension plans within or near the project area.
  - 2. Provide timely reviews.
- F. Special Items. Special items relative to this Task Order are as follows:
  - 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.
- G. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

**CLIENT:**  
CITY OF MOBERLY

**CONSULTANT:**  
BARTLETT & WEST, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



# EXHIBIT A

## SCOPE OF SERVICES FOR ARPA Stormwater Improvements Wabash Phase 1

### GENERAL BACKGROUND

The project area is generally described as the Wabash Neighborhood and surrounding areas. This area drains into two separate drainage basins –Elk Fork Salt River and Sugar Creek. This primary study area is bounded by Robertson Road on the west, the railroad tracks on the east, Sparks Avenue on the south and North Avenue to the north. This area is shown in figure 1 below.



Figure 1: Project Area

Phase 1 work includes a review of existing stormwater and sanitary sewer conditions for the study area. The goal of the phase 1 work is to determine what options are available to the city which will solve stormwater flooding issues within the study area as well as potentially improving downstream conditions. Sanitary sewer analysis is included at this stage as it is unknown if the residences and buildings in the study area are currently connected to city sewer infrastructure. If

they are not, those connections would be needed to control discharges which would otherwise enter the new stormwater management system.

Phase 1 will conclude with a recommendation for addressing stormwater within the study area. Future phases of work are anticipated to be supplementals to this contract and will include additional survey, design and construction administration assistance as needed based on the recommended alternative.

## Scope of work

### 1. Data Collection and Survey (for roadway crossing & sanitary sewer)

- 1.1. Request, obtain, review information from the City.
- 1.2. The Consultant shall perform the field survey of existing stormwater infrastructure within the project area as needed for conceptual stormwater analysis. This information will include stormwater structures, overflow path and limited channel geometry information only.
  - 1.2.1. No boundary survey is included in this scope of services. Parcel data will be utilized as provided by the city to generate project base mapping.
  - 1.2.2. No utility survey is included in this scope of services.
  - 1.2.3. Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.
  - 1.2.4. Field locate existing topographic features including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
  - 1.2.5. Develop project base mapping from field surveys. Internal QA/QC and additional field survey as necessary.
  - 1.2.6. No legal descriptions are included in this scope of services.
- 1.3. Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.
- 1.4. Create project basemap using city 2' contour data and GIS information for conceptual analysis.
- 1.5. Subconsultant to create additional basemapping for use in watershed analysis.
- 1.6. Perform a field review of project area with the city to review existing conditions.

### 2. Watershed Stormwater Analysis (to be coordinated with subconsultant)

- 2.1. Subconsultant to create existing conditions model
- 2.2. Review preliminary results with City

### 3. Watershed Sanitary Sewer Analysis

- 3.1. Initial alternative development including three (3) overall collection alternatives including, gravity mains, gravity mains with lift station, and residential grinder pumps.
- 3.2. Assess collection alternatives including investigation of site.
- 3.3. Prepare concept construction cost opinions for each evaluated collection alternative.
- 3.4. Develop decision matrix to determine recommended alternative.
- 3.5. Provide a summary for the recommended collection alternative.
- 3.6. Develop per property price to connect project area to existing sewer system.
- 3.7. Prepare Summary Memo
  - 3.7.1. Compose and draft memo

3.7.2. Develop appendices and memo exhibits

3.7.3. QAQC review and revisions

3.7.4. Submission of final pdf memo to client

**4. Option Development and Analysis (to be coordinated with subconsultant)**

4.1. Subconsultant to provide conceptual improvement options.

4.2. Review preliminary results with City

4.3. Review cost estimates for each option

4.4. Compile final deliverables and provide to City.

**5. Project Management**

5.1. General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.

5.2. General communication with the project team throughout the project. This includes internal emails, meetings and updates.

5.3. Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.

5.4. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.

**6. Future Services (not included at this time)**

6.1. Boundary, topographic and comprehensive utility survey

6.2. Legal descriptions and ROW assistance

6.3. Final design

6.4. Construction documents

6.5. Bidding phase services

6.6. Construction phase services

\*Details of subconsultant provided services are included in the following pages as their detailed scope of work.



PROJECT FEE ESTIMATING SHEET

ARPA Stormwater - Wabash Phase 1  
Mobeltry, MO

Tasks	Staff Hours													Labor		Other Direct Costs		Total	Subtotal
	Eng. IX	Eng. VI	Eng. III	Eng. I	Suv. VIII	Eng. I	Suv. VII	Eng. I	Suv. VI	Eng. I	Suv. V	Eng. I	Suv. IV	Costs	Item	Cost	Fee	Fee	Fee
	\$220.00	\$178.00	\$141.00	\$120.00	\$178.00	\$115.00	\$82.00	\$75.00	\$78.00										\$25,128.00
1. Data Collection and Survey (for roadway crossing & sanitary sewer)																			
1.1 Request, obtain, review information from the City.			2											\$282.00				\$282.00	
1.2 The Consultant shall perform the field survey of existing stormwater infrastructure within the project area as needed for conceptual stormwater analysis. This information will include stormwater structures, overflow path and limited channel geometry information only.																			
1.2.1 No boundary survey is included in this scope of services. Parcel data will be utilized as provided by the city to generate project base mapping.														\$0.00				\$0.00	
1.2.2 No utility survey is included in this scope of services.														\$0.00				\$0.00	
1.2.3 Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.					4						2			\$876.00				\$876.00	
1.2.4 Field locate existing topographic features including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.						2	32	24						\$6,004.00	Mileage, Meals and Equipment	\$560.00		\$6,564.00	
1.2.5 Develop project base mapping from field surveys. Internal QA/QC and additional field survey as necessary.						2		4						\$684.00				\$684.00	
1.2.6 No legal descriptions are included in this scope of services.														\$0.00				\$0.00	
1.3 Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.						6	6							\$1,566.00	Mileage	\$100.00		\$1,666.00	
1.4 Create project basemap using city 2' contour data and GIS information for conceptual analysis.						2	12							\$1,722.00				\$1,722.00	
1.5 Subconsultant to create additional basemap for use in watershed analysis.														\$0.00	Subconsultant	\$10,600.00		\$10,600.00	
1.6 Perform a field review of project area with the city to review existing conditions.						6	6	6						\$2,634.00	Mileage	\$100.00		\$2,734.00	
2. Watershed Stormwater Analysis (to be coordinated with subconsultant)																			\$30,792.00
2.1 Subconsultant to create existing conditions model														\$0.00	Subconsultant	\$29,200.00		\$29,200.00	
2.2 Review preliminary results with City	4	4												\$1,592.00				\$1,592.00	
3. Watershed Sanitary Sewer Analysis																			\$20,360.00
3.1 Initial alternative development including three (3) overall collection alternatives including gravity mains, gravity mains with lift station, and residential grinder pumps.			4				36							\$5,032.00				\$5,032.00	
3.2 Assess collection alternatives including investigation of site.							6							\$720.00				\$720.00	
3.3 Prepare concept construction cost opinions for each evaluated collection alternative.			3				28							\$3,894.00				\$3,894.00	
3.4 Develop decision matrix to determine recommended alternative.			1				8							\$1,138.00				\$1,138.00	
3.5 Provide a summary for the recommended collection alternative.			1				8							\$1,138.00				\$1,138.00	
3.6 Develop per property price to connect project area to existing sewer system.			1				4							\$658.00				\$658.00	
3.7 Prepare Summary Memo																			
3.7.1 Compose and draft memo			2				32							\$4,196.00				\$4,196.00	
3.7.2 Develop appendices and memo exhibits							16							\$1,920.00				\$1,920.00	
3.7.3 QA/QC review and revisions			8				2							\$1,664.00				\$1,664.00	
3.7.4 Submission of final pdf memo to client														\$0.00				\$0.00	
4. Option Development and Analysis (to be coordinated with subconsultant)																			\$35,172.00
4.1 Subconsultant to provide conceptual improvement options.														\$0.00	Subconsultant	\$31,800.00		\$31,800.00	
4.2 Review preliminary results with City	4	4												\$1,592.00				\$1,592.00	
4.3 Review cost estimates for each option														\$1,424.00				\$1,424.00	
4.5 Compile final deliverables and provide to City.														\$356.00				\$356.00	

Tasks	Staff Hours										Labor		Other Direct Costs		Total	Subtotal						
	Eng. IX \$220.00	Eng. VI \$178.00	Eng. III \$141.00	Eng. I \$120.00	Suv. VIII \$178.00	Suv. Tech VI \$115.00	Suv. Tech III \$82.00	Suv. Tech II \$75.00	Admin. IV \$78.00	Costs	Item	Cost	Fee									
5.	Project Management										\$28,472.00											
	5.1	General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.										\$4,272.00	Subconsultant	\$2,000.00	\$6,272.00							
	5.2	General communication with the project team throughout the project. This includes internal emails, meetings and updates.										\$10,536.00	Subconsultant	\$2,000.00	\$12,536.00							
	5.3	Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.										\$6,144.00			\$6,144.00							
	5.4	Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.										\$3,520.00			\$3,520.00							
6.	Future Services (not included at this time)										\$0.00											
	6.1	Boundary, topographic and comprehensive utility survey										\$0.00			\$0.00							
	6.2	Legal descriptions and ROW assistance										\$0.00			\$0.00							
	6.3	Final design										\$0.00			\$0.00							
	6.4	Construction documents										\$0.00			\$0.00							
	6.5	Bidding phase services										\$0.00			\$0.00							
	6.6	Construction phase services										\$0.00			\$0.00							
	TOTALS										24	116	40	188	8	32	30	0	24	\$63,564.00	\$139,924.00	
											Total										\$139,924.00	

# Wabash Heights Stormwater Analysis and Mitigation

## Background and Understanding

The City of Moberly is seeking stormwater improvements to control flooding in the Wabash Heights area. This area of the City is vulnerable to flooding in low-lying flat areas where stormwater conveyance consists primarily of roadway ditches, overland swales and channels. Because many of the buildings in this area are unsewered, stormwater may also contain sanitary sewage discharge, presenting a public health risk. The proposed improvements will require the evaluation of both sanitary and stormwater flows. Stormwater improvements may include curbs, gutters, storm inlets, collection piping, retention, conveyance piping, culverts, connection to suitable outfall locations, and improvements to roadway and utilities. Sanitary flows will be evaluated by others and are not included in Barr's scope of services. Barr's approach to analyzing stormwater control options to reduce flooding in this area is detailed below.

In addition, Barr is working with the City to develop local watershed plans and a stormwater master plan that include this area of the City. Barr will use the modeling and analysis described below to help the City advance those planning efforts, and we will include the results in the City's stormwater master plan.

## Scope of Services

Barr's scope of services is outlined in the following tasks:

### Task 1 - Watershed data collection

Watershed data will be collected from publicly available sources to increase the understanding of existing stormwater issues and begin development of a hydrologic and hydraulic (H&H) model of the watershed. The following data will be collected as part of this task:

1. LiDAR data obtained from the Missouri Spatial Data Information Service (MSDIS) dated January 2012,
2. 2019 National Land Cover Dataset (NLCD) to define the percent impervious area,
3. Soils data from the Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO),
4. Stormwater infrastructure type, dimensions, and invert elevations from the City of Moberly stormwater infrastructure database, and
5. Parcel data for Randolph County.

Barr will identify locations where information is missing from data sets listed above and locations where field verification of information is required for the stormwater model development. Collection of survey information will be performed by others. The survey data request prepared by Barr will



include collecting information for overland flow drainage paths, including ditch cross sections and road overflow elevations. If any data is missing for stormwater culverts or the few structures present within or near the study area, material type, dimensions, invert elevation data, and photos will also be requested. Data that is unable to be collected (due to submergence, restricted access, unsafe area, etc.) will be assumed using engineering judgement based on available topographic data or surrounding pipe information.

Included in Task 1 is a project kick off meeting with the City to discuss project timeline, communication preferences, responsibilities, and expectations.

## Task 1 Deliverables

Deliverable for Task 1 includes:

- Summary of survey information in the form of a geodatabase.

## Task 1 Assumptions

Assumptions for Task 1 include:

- Information within the City's existing storm sewer database will be used in the model and will only be field verified if infrastructure data is missing or does not appear to be correct.
- No survey field work will be completed by Barr. A field visit, by Barr, during existing conditions model development will be completed to verify drainage patterns, review water marks within the study area, and confirm overland flow assumptions.
- Barr will not coordinate with private property owners to obtain authorization to access private property; Barr assumes the City will manage this task.
- Survey request and field visit will be limited to the approximate 234-acre drainage area shown in green and purple in Figure 1.
- Survey information will be provided in electronic format. Survey submittal will include photographs of stormwater infrastructure.

## Task 2 - Existing conditions model development

Barr will use the data collected during Task 1 to develop an existing conditions PCSWMM model of the area. The model will include upstream and downstream areas shown in Figure 1. The site is located on a major watershed divide with eastern portions of the site draining to the Elk Fork Salt River and western portions of the site draining to Sugar Creek. The model will extend downstream to the stream crossing at Fowler Road (to Elk Fork Salt River) and to the stream crossing at Buchanan Street (to Sugar Creek).

PCSWMM is a software package developed and maintained by Computational Hydraulics International (CHI) that provides a GIS-based graphical user interface to the SWMM5 engine developed and maintained by the United States Environmental Protection Agency (EPA). H&H models developed using the CHI PCSWMM package can be viewed, edited, and re-run using free software provided by the EPA.

Generation of stormwater runoff will be simulated in PCSWMM using the Storm Water Management Method (SWMM) runoff non-linear reservoir method. This method simulates hydrologic processes to

determine the amount of rainfall that will infiltrate, evaporate, or remain on the ground surface and the amount that will become runoff. The PCSWMM model then simulates water flowing through the storm sewer pipe network as well as through surface-flow paths, such as streets, ditches, swales, and streams.

### **Elements of the existing conditions model are as follows:**

#### **Rainfall Data**

Rainfall depths will be derived from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 publication for 24-hour design storm events. The 2-, 10-, and 100-year, 24-hour design storm events using SCS Type II event distribution will be simulated in the model.

#### **Model Resolution**

Subwatersheds will be delineated and then will be field verified. Subwatersheds will be delineated to single discharge points, at inlets to culverts, at significant inlets to ditch conveyance channels, or significant topographic depressions. Subwatershed delineations will be performed using Spatial Analyst features of ArcMap or similar ArcMap tools in conjunction with the LiDAR topographic data.

Basin storage will be defined using depth/area curves at low points based on LiDAR elevation data.

All pipe segments and culverts (except catch basin connections) will be included in the PCSWMM model, recognizing that in some cases, the pipes may need to be manually entered based on survey, record drawings, or plans not reflected in GIS. Existing ditches will also be modeled based on ditch cross-section data collected during Task 1 or LiDAR elevation data.

#### **Model Elements**

Overland flow paths will be defined so that high water elevations do not exceed spillcrest elevations for the Atlas 14 100-year, 24-hour design storm event. Roadway conveyance will be defined using typical sections, trapezoidal channels, or weirs.

Development of impervious percentages, depression storage, overland roughness values, and soil infiltration parameters will be based on 2019 NLCD and NRCS SSURGO data respectively.

Subwatershed flow paths and slopes will be calculated using LiDAR topographic data.

Storm sewer pipe diameter, shape, length, invert elevations, roughness and surface channel cross-sectional information will be included in the model.

#### **Downstream Boundary Conditions**

The model will be extended downstream to the stream crossing at Fowler Road (to Elk Fork Salt River) and to the stream crossing at Buchanan Street (to Sugar Creek) such that water levels at the downstream locations will not impact flows within the Wabash Heights area.

#### **Model Validation**

Once developed, the existing conditions model will be used to simulate past flooding for up to two rainfall events where anecdotal, measured, or photographed records are available.

## Task 2 Deliverables

Deliverables for Task 2 include:

- Existing conditions flood inundation maps for the 2-, 10-, and 100-year, 24-hour design storm events, and
- Summary of model validation results.

## Task 2 Assumptions

Assumptions for Task 2 include:

- Anecdotal, high-water observations, or other information is available to validate model results for up to two rainfall events.
- One coordination meeting with City staff to review model validation results and inundation extents for existing conditions.

## Task 3 - Conceptual improvement options

Following the development and confirmation of an existing conditions PCSWMM model, up to three (3) conceptual improvement options focusing on improving stormwater conveyance, retention, and flood reduction will be incorporated into proposed conditions PCSWMM models to evaluate each option's effectiveness in reducing flood risk within the Wabasha Heights area. Three design rainfall events up to the 100-year, 24-hour Atlas 14 design event will be simulated with the model.

During this task, Barr will use the City's design criteria in the Stormwater Post-Construction Manual and work with the City to determine additional design criteria that may be required for evaluating improvements. Some design criteria may include:

1. Convey the 25-year, 24-hour precipitation event without overtopping roads,
2. Convey the 100-year, 24-hour precipitation event without overtopping roads for longer than 15 minutes, or
3. Convey the 100-year, 24-hour precipitation event without impacting residences.

Peak flow rate, peak flow velocity, and peak water elevation are among the output parameters from the PCSWMM models. These output parameters will be used to evaluate the comparative effectiveness of each conceptual improvement option in reducing flood potential.

A report summarizing the conceptual improvement options evaluated during Task 3 will be developed for the City's review. The summary report will include the following components:

- PCSWMM model results for each conceptual improvement option,
- Figures showing the proposed location of conceptual flood risk improvements,
- Inundation mapping showing existing and proposed peak water levels in low-lying ponding areas during the design storms,
- Property information to assist with identifying opportunities for flood control structures on City-owned property or identifying viable landowner partners, and
- Class 5 Opinions of Probable Construction Cost for each conceptual improvement as part of the improvement option evaluation.



This report will be reviewed with client team members, and improvements to advance to final design will be selected by the client.

Included in Task 3 is one meeting with the City to present the results of each conceptual improvement option and receive feedback from the City before developing the report.

### Task 3 Deliverables

Deliverables for Task 3 include:

- Proposed conditions flood inundation maps of the 2-, 10-, and 100-year, 24-hour design storm events for up to three conceptual improvement options,
- Class 5 Opinion of Probable Construction Costs for each conceptual improvement, and
- Report summarizing the conceptual improvement options and results from Task 1 and Task 2.

### Task 3 Assumptions

Assumptions for Task 3 include:

- Locations for stormwater BMPs will be defined based on input from City staff.
- Property acquisition and easements for stormwater infrastructure will be defined by others.
- Meeting with City staff will be virtual.
- Class 5 Opinion of Probable Construction Costs will be limited to stormwater infrastructure improvements. Costs associated with other improvements such as roadways, sanitary system, or other City infrastructure will be completed by others.

## Task 4 - Progress meetings and coordination

This task includes overall project management as well as providing updates to the City on project progress. We will update the City/consultant of our progress on a bi-weekly basis via email or during bi-weekly virtual meetings. Additional bi-weekly (up to five) progress and coordination meetings with the City and/or the consultant are anticipated throughout the duration of tasks 1 and 2. These meetings will be held to discuss project progress, survey information, modeling results, etc. to help inform the sanitary work occurring in parallel. It is assumed that each meeting will be 1-2 hours and will be held virtually.

## Optional Task 5 - Improvement option final design

Should the City decide to advance the proposed conceptual design, final design plans and specifications will be developed in Optional Task 4. Plans would be developed in AutoCAD Civil3D, and specifications would be developed to match the City's specifications where possible. As part of this task, Barr can provide bid and construction support, as requested.

# Budget and Schedule

Moberly will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct Tasks 1-4 of the work is **\$75,600**. This total budget amount will not be exceeded, without prior approval from the City/consultant.

**Budget Table**

<b>Task</b>	<b>Estimated Labor and Expenses Subtotal</b>
<b>Task 1</b> – Watershed data collection	\$10,600
<b>Task 2</b> – Existing conditions model development	\$29,200
<b>Task 3</b> – Conceptual improvement options	\$31,800
<b>Task 4</b> – Progress meetings and coordination	\$4,000
<b>Task 5</b> – Improvement option final design (Optional)	TBD
<b>Total (Excluding Optional Task 5)</b>	<b>\$75,600</b>

Barr will complete these review tasks in accordance with the following schedule.

**Schedule**

<b>Task</b>	<b>Estimated Completion Date</b>
Compile existing data and build basemap	Late June, 2023
Determine data gaps and property access needs for field visit and provide this to the City	Mid-July, 2023
Schedule field visit to gather data	Mid-July, 2023
Complete watershed delineation	Early August, 2023
Existing conditions model development	Late August, 2023
Schedule call with the City to review results and discuss any areas of interest/questions	Early September, 2023
Develop conceptual improvement options based on future conditions model	Early October, 2023
Schedule call with City to review conceptual improvement options and revise as needed	Mid-October, 2023
Draft report with cost estimate, text, and figures; provide to City for review	Mid-November, 2023
City provides feedback; hold conference call to review feedback on report, if needed	Early December, 2023
Revise and finalize report; provide final to the City	Early January, 2024

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal, please contact Andrea Collier at [acollier@barr.com](mailto:acollier@barr.com) or 573-356-4423 (cell).

Sincerely,

Andrea D. Collier, P.E.  
Senior Environmental Engineer

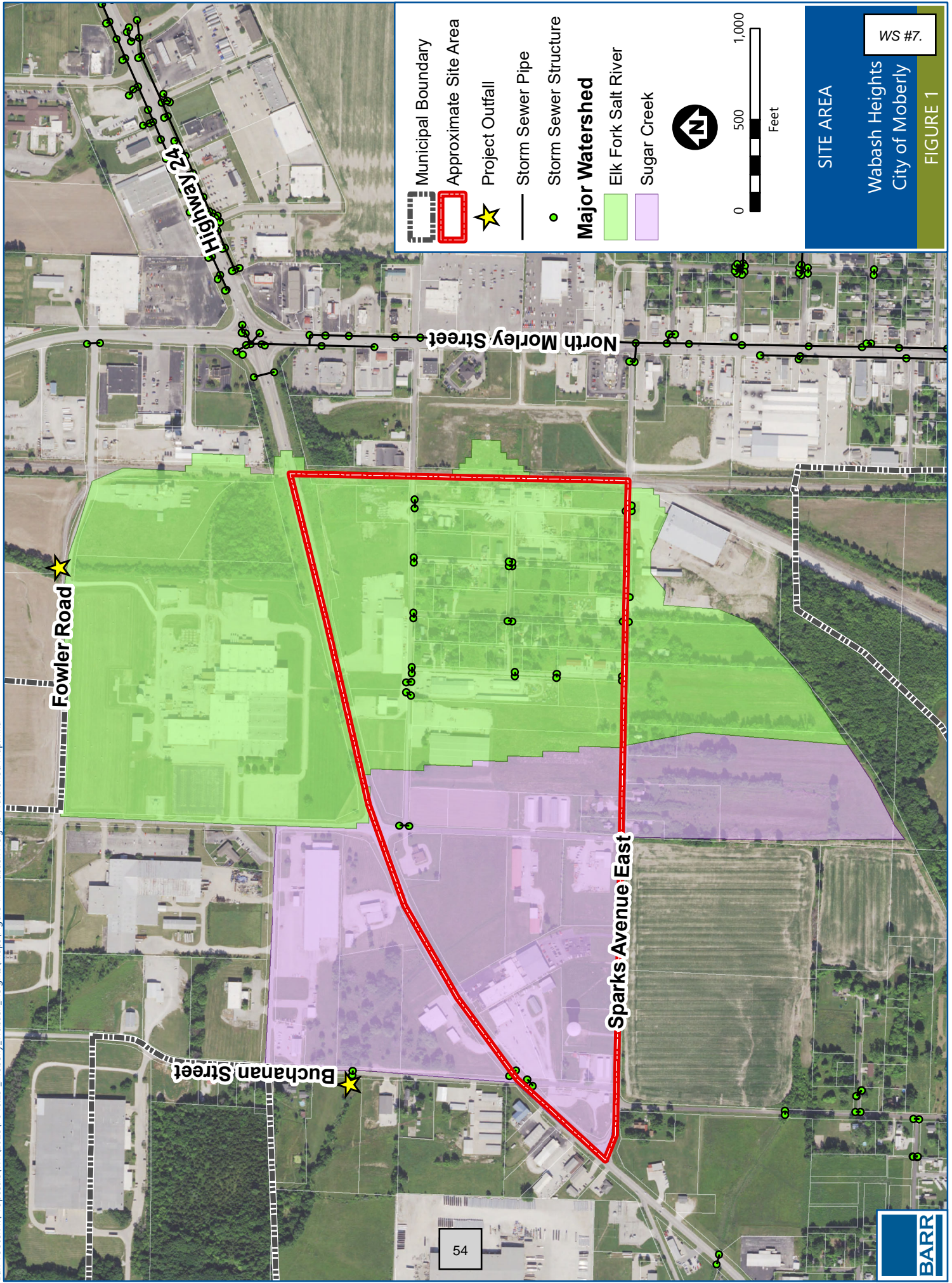
By \_\_\_\_\_  
Rob K. Morrison, P.E.  
Its Vice President

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023

Attachments:

Figure 1 – Wabash Heights Site Area Map





# City of Moberly

## City Council Agenda Summary

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

WS #8.

Department: Comm. Dev.

Date: June 5, 2023

**Agenda Item:** An Application For A Conditional Use Permit Submitted By Devin Snodgrass On Behalf Of The Mike And Melissa Anderson For A Proposed Pet Care Facility Located At 1120 South Morley Street.

**Summary:** The Planning & Zoning Commission approved this application at the May 30, 2023 meeting. Attached is a copy of the application, staff report and Conditional Use Permit.

**Recommended Action:** Please direct staff to bring this forward to the June 19, 2023 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input checked="" 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\_\_\_ **Brubaker**

\_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

Passed    Failed



City of *Moberly!*

*Memorandum*

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: Zoning Applications 1120 S Morley St*

*Meeting: May 30, 2023*

**Public Hearing to consider:**

Notice of Public Hearing for a site plan review submitted by Devin Snodgrass on behalf of Melissa Anderson to build an Animal House Pet Care Facility located at 1120 South Morley St. This property is currently zoned B-3 (General Commercial District)

**Comments:**

**Location:** 1120 S Morley St – 1.16 Acres of Land, Existing structure

**Zoning Compatibility:** Use is a Conditional use and compatible with the district.

**Intended Use:** Animal Care Facility General (Kennel/Boarding) – maximum of 20 animals (46-136)

**Landscaping design:** Dumpster Screening is provided, natural tree buffer provided for residential to the north and east. Landscaping around parking and drive areas is shown on Site Plan.

**Public areas:** (46-177) Parking - Adequate Spaces and ingress and egress are provided in the drawing.; (36-132) Sidewalks – City Designee requests sidewalks be installed, Owner request exemption to sidewalks as no existing sidewalks in area to connect to on either side of the public road

**Submission requirements:** Site Plan Review associated with Conditional Use, New Ownership, and improved parking/site areas. All submitted in timely fashion and in completeness.

**Livable Streets Compliance:** (36-213) This section does not apply as no city funds or contributions are expected within the project.

**City Staff Review:**

Staff review does not require any additional changes to the landscaping, parking, screening, and layout of the site. Discussion of the sidewalk did occur with no connectivity in the area, not future sidewalk plans for the next 10 years are currently planned for the site. Zoning Administrator requests that a “Cash in Lieu of” be submitted for the sidewalk installation.

Conditional Use application approvals do require additional approval by the City Council.

Respectfully Submitted  
Aaron Decker

## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 11 – Conditional Uses

CITY OF MOBERLY  
CONDITIONAL USE PERMIT APPLICATIONReturn Form To:

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

For Office Use Only

Case ID: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

## APPLICANT INFORMATION:

Applicant: Outline + Associates (Devin Snodgrass) Phone: 660-998-4288  
Address: 110 N. 5th St. Zip: 65270  
Owner: Melissa Anderson Phone: 572-999-9603  
Address: 1220 North Morley St. Zip: 65270

## PROPERTY INFORMATION:

Location of Property: 1120 S. Morley St  
Legal Description: as indicated on Randolph County Records Deed Book  
932 Page 992 dated 11/02/21  
Present Zoning Classification: B-3 General Commercial Acreage: 1.16 Acres  
Present Use of Property: Warehouse/Storage  
Proposed Land Use Activity: Animal Care Facility - General  
Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: 46-118 Table + 46-136



## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 11 – Conditional Uses

## ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Single Family Residential</u>	<u>B-3</u>
South	<u>Vacant Lot / Child Care Facility</u>	<u>B-3</u>
East	<u>Single Family Residential</u>	<u>R-1</u>
West	<u>S. Mazley Row / Comm. Building</u>	<u>B-3</u>

Should this conditional use be valid only for a specific time period? Yes \_\_\_\_\_ No X

If Yes, what length of time? \_\_\_\_\_


DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.	Yes	No
Does the proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	<u>X</u>	
Does the proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public?	<u>X</u>	
Does the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located?	<u>X</u>	
Does the location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it have been planned so that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations?	<u>X</u>	
Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect?	<u>X</u>	
Adequate utility, drainage, and other such necessary facilities will be provided?	<u>X</u>	
Adequate access roads or entrance and exit drives will be provided and designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys?	<u>X</u>	
Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises?	<u>X</u>	

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**CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL*****Article 11 – Conditional Uses*****ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.

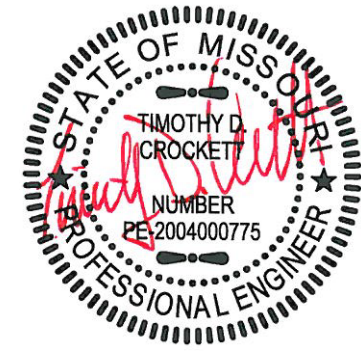
  
Applicant's Signature

  
Date

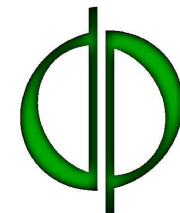


# Conceptual Site Plan for 1120 South Morley Street

Moberly, Randolph County, Missouri  
April 2023



**CROCKETT**  
ENGINEERING CONSULTANTS  
1000 W. Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
(573) 447-0292  
www.crockettengineering.com

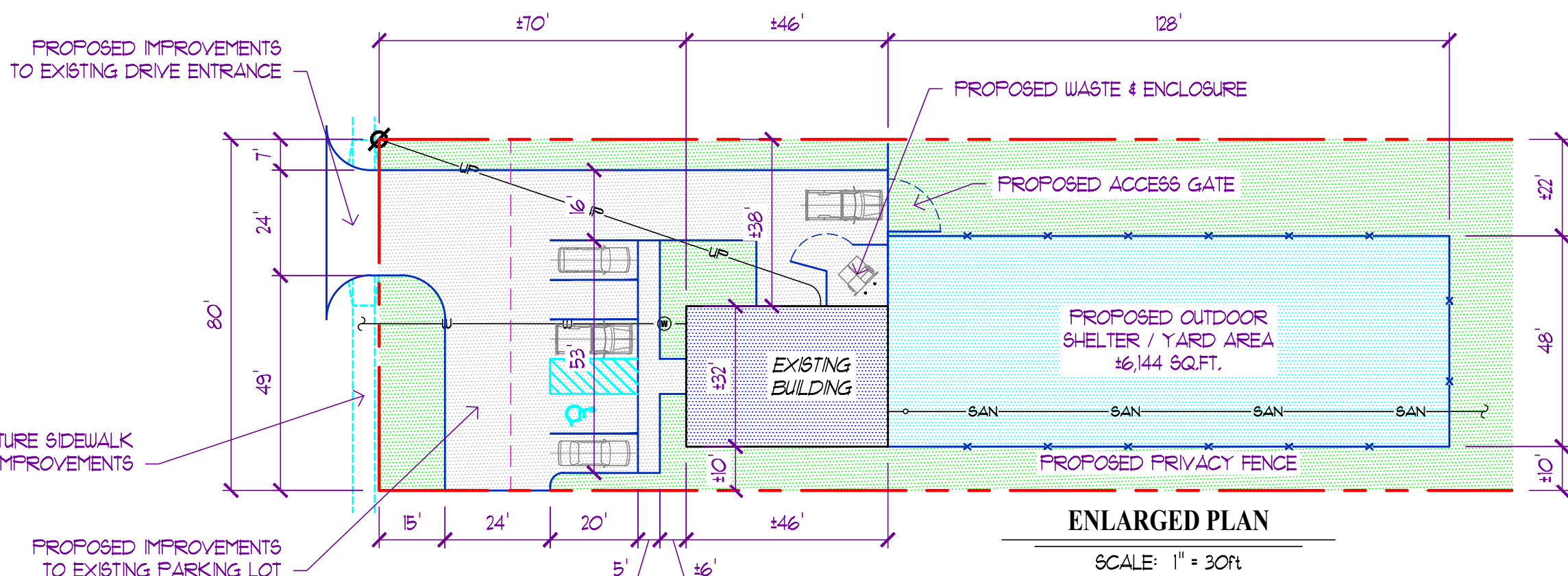


Crockett Engineering Consultants, LLC  
Missouri Certificate of Authority  
#200015101

OUTLINE & ASSOCIATES  
DESIGN & PLANNING CONSULTANTS  
THIS DRAWING IN NO WAY REPRESENTS A FULL  
ARCHITECTURAL AND/OR ENGINEERING SERVICE.  
THIS DRAWING IS FOR REFERENCE ONLY  
AND TO BE USED AS A GUIDE  
IN THE DESIGN/DEVELOPMENT PROCESS

**Site Information:**  
**Property Address:** 1120 South Morley Street  
Moberly, Randolph County, Missouri  
**Property Owner:** Game Board Properties, LLC  
1220 North Morley Street  
Moberly, Missouri 65270  
**Code in Effect:** IBC 2021, City of Moberly  
**Zoning:** B-3, General Commercial District  
**Lot Area:** 0.96 Acres (80ft x 625.5ft)  
**Setbacks:** Front Yard: 30 Feet  
Side Yard: None (5 Feet if abutting Residential District)  
Rear Yard: None (15 Feet if abutting Residential District)  
**Intensity Regulations:** Min. Lot Area: 6,000 sq.ft.  
Min. Lot Width: 60 feet  
Lot Coverage: None  
**Height Regulations:** 50 Feet (Zoning)

**Building Info:** Existing ±1,475 sq.ft. Single Story Building  
Wood Framed w/ Metal Skins  
Type 5B, Non-Sprinklered  
**Proposed Use & Occupancy:** Commercial: B-Business (Animal Hospitals/Kennels/Pounds)  
**Allowable Heights & Areas:** 2 Stories (40 feet) 9,000 sq.ft. Floor Area  
**Design Loading:** 1 Occupant / 150 sq.ft. = 10 Occupants  
**Exits Required:** 1 Exit Required (Minimum of 2 Proposed)  
**Plumbing Facilities Req'd:** WC's = (1) Uni-Sex Min. Lav's = (1) Uni-Sex Min.  
(1) Service Sink  
(1) Drinking Fountain or Water Dispenser/Bottled Water  
**Lot Area Calculations:** Total Lot Area: 50,040 sq.ft.  
Existing Building: ± 1,475 sq.ft.  
Proposed Paving: ± 5,200 sq.ft.  
Impervious Area: ± 6,675 sq.ft.  
Pervious Area: ± 43,365 sq.ft.  
(87% of Site)  
**Parking Requirements:** Required: (1) space / 300 sq.ft. = (5) spaces min.  
Parking Proposed: (5) Spaces & (1) ADA Compliant



- Site Plan Notes:**
- For reference only, refer to survey(s) filed for record in Randolph County, Missouri prepared by a registered professional land surveyor for all property boundary, easements, utilities, and restrictions. All information shown on this drawing was based off such represented by City of Moberly's Digital Mapping System. All items, whether shown or not, to be field verified, coordinated, and approved by the City of Moberly and/or Utility Provider prior to any improvements.
  - Currently the property consists of Existing Building (currently unoccupied) and Vacant Lot. Property currently has large gravel Entry off Morley Street and Gravel Parking. Property Sheet Drains to the North / Northeast to existing Drainage Ditch. This section of Morley Street does not currently have Curb & Gutter and Stormwater is currently controlled via Drainage Ditchline and Area Inlets.
  - Owner's Intent is to Provide an Animal Care Facility (General, Kennel) accommodating up to 20 Domestic Animals for Care, Grooming, and Boarding. Facility to include Interior and Exterior Shelters and Comply with Missouri Code of State Regulations Rules of Department of Agriculture, Division 30, Chapter 9 - Animal Care Facilities.
  - Adjacent properties do not currently have sidewalks along Morley Street within 300 feet of this property. It is the Owner's Intent to not install Sidewalk at this time.
  - Owner's intent is to use Both Residential Style Trash Containers and/or a Dumpster per State Facilities Approval.
  - Owner's intent is to install new Power Supply from adjacent Pole underground to Building as directed by Ameren Missouri and The City of Moberly.
  - Any new Gas Service to be coordinated and approved by Ameren Missouri and The City of Moberly. Currently intent is not require and remove Existing Gas Service for Building.
  - Owner's intent is to modify Existing Private Water Service to Service Building / Property as necessary and directed by The City of Moberly.
  - Owner's intent is to connect a new Sanitary Sewer Service to adjacent City Sewer located in rear of Property.
  - Building currently discharges roof drainage at surface in perimeter Landscaping Areas. Proposed New Paved Drive / Parking to sheet drain towards Morley Street and North towards existing Drainage Ditchline.
  - Owner Intends to improve existing entrance with a MoDot Approved Entry and Culvert.
  - Owner's intent is to install wall-mounted LED Light Fixtures to illuminate Parking / Walk / Fenced Yard at perimeter of building and not install any Lighting for Remainder of Lot.
  - Owner's intent is to NOT install Illuminated Signage on the Building or to construct Monument, Pylon, or Post Signage.





**CITY OF MOBERLY, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

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ON MAY 30, 2023, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) PET CARE FACILITY BE LOCATED AT 1120 SOUTH MORLEY, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE JUNE 5, 2023 MEETING OF THE MOBERLY CITY COUNCIL.

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

CONDITIONS (IF ANY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 CHAIRPERSON

  
 ZONING ADMINISTRATOR



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #9.

Department: Public Utilities

Date: June 5, 2023

**Agenda Item:** A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For Moberly Regional Detention Basin Construction Project For Public Utilities.

**Summary:** The Public Utilities Department has received bids for the Moberly Regional Detention Basin Construction Project that was approved as one of six projects included within an EDA grant. The quote selected is the \$103,935.00 from R. & L. Boone Construction Company. The original construction cost estimate was \$1,606,000 with construction cost inflation resulting in bids received ranging from this lowest bid of \$103,935 to the high bid of \$236,550. Project funding is from an EDA Grant of approximately \$84,141 with a match from Moberly of \$19,794. EDA requires project completion no later than September 28, 2024. EDA approval of this award is pending.

### Recommended

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

**Fund Name:** Capital Improvement Plan

**Account Number:** 301.112.5412

**Available Budget \$:** To be secured from capital reserve

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

## NOTICE OF AWARD

Date of Issuance:

Owner: City of Moberly

Owner's Contract No.:

Engineer: Howe Company, LLC

Engineer's Project No.: 20H3347

Project: Stormwater Detention Basin Improvements

Contract Name:

Bidder:

Bidder's Address:

### TO BIDDER:

You are notified that Owner has accepted your Bid dated [ ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ [ ] subject to unit prices

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [ ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Moberly

Authorized Signature

By:

Title:

Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Moberly ("Owner") and  
 \_\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements –  
EDA Award No. 05-79-06034

## ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements –

EDA Award No. 05-79-06034

## ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Howe Company, LLC.
- 3.02 The Owner has retained Howe Company, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, except as limited in Howe Company's agreement with the City of Moberly.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

- A. The Work will be substantially completed 210 calendar days after the Notice to Proceed date. The readiness for final payment date is 240 days after the Notice to Proceed date.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner \$700.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. NOT USED
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. NOT USED
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a. Bid Bond (pages 1 to 3, inclusive).

5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 16, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of [ ] sheets with each sheet bearing the following general title: [ ] [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers [ ] to [ ], inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 2, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Moberly

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

101 W. Reed Street

Moberly, MO 65270

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

### NOTICE TO PROCEED

Owner: City of Moberly

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Howe Company, LLC

Engineer's Project No.: 20H3347

Project: Stormwater Detention Basin Improvements

Contract Name: Stormwater Detention Basin Improvement

Effective Date of Contract:

### TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 2022. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is 210 calendar days after the Notice to Proceed date. The readiness for final payment date is 240 calendar days after the Notice to Proceed date.

Before starting any Work at the Site, Contractor must comply with the following:

*[Note any access limitations, security procedures, or other restrictions]*

Owner: **City of Moberly**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**PROPERTY OWNER**  
**CITY OF MOBERLY**  
**101 WEST REED STREET**  
**MOBERLY, MO 65270**  
**BUS: 660-269-6705**

**ENGINEER**  
**SHANNON J. HOWE, P.E., S.E.**  
**HOWE COMPANY, LLC**  
**804 E. PATTON STREET**  
**OFFICE: 660-395-4693**  
**CELL: 660-551-1582**  
**E-mail: shannon@howecompany.com**

**CURRENT ZONING: M1-INDUSTRIAL**

### UTILITY CONTACTS

AMEREN UE  
CITY OF MOBERLY  
AT&T

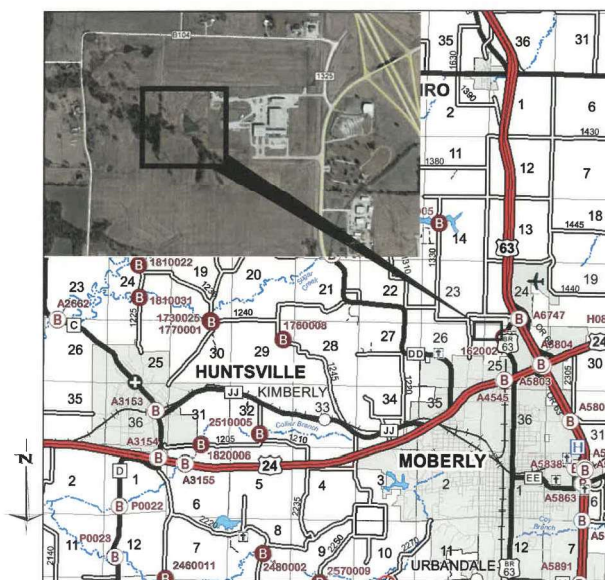


\* UTILITIES, WATERLINES, AND OTHER OBSTRUCTIONS SHOWN ON PLAN AND PROFILE ARE ACCURATE TO THE BEST INFORMATION AVAILABLE WITHOUT A SUBSURFACE INVESTIGATION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES AND OTHER OBSTRUCTIONS THAT ARE IN CONFLICT WITH THE PROPOSED PROJECT LINE. CONTRACTOR SHALL CALL THE MISSOURI ONE CALL SYSTEM PRIOR TO BEGINNING WORK.

\* CONTRACTOR TO VERIFY ALL HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS.

\* WHEN A DIRECT CONFLICT OCCURS WITH AN EXISTING UTILITY, CONTRACTOR SHALL NOTIFY THE MISSOURI ONE CALL SYSTEM FOR TEMPORARY SERVICE AND PERMANENT RELOCATION, IF NECESSARY.

### PROJECT LOCATION



LOCATION MAP - N.T.S.

THIS PROJECT WILL BE PARTIALLY FUNDED WITH  
FEDERAL FUNDS FROM THE UNITED STATES  
DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT  
ADMINISTRATION AND THEREFORE IS SUBJECT TO THE  
FEDERAL LAWS AND REGULATIONS ASSOCIATED WITH  
THAT PROGRAM.

## INDEX OF SHEETS

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KEY MAP  
SHOWING LOCATION OF COUNTY



# City of Moberly

## City Council Agenda Summary

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

WS #10.

Department: Comm Dev

Date: June 5, 2023

**Agenda Item:** Review of Moberly Correctional Center Supervised Work Release Agreement.

**Summary:** We received the annual renewal agreement for the use of the inmates from MCC. Fees are budgeted for, and staff recommends approving the execution.

**Recommended Action:** Information

**Fund Name:** n/a

**Account Number:** n/a

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed





**Moberly Correctional Center  
Supervised Work Release Program Agreement  
Between  
The Missouri Department of Corrections  
Division of Adult Institutions  
2729 Plaza Drive  
Jefferson City, MO 65102  
And  
City of Moberly,  
101 West Reed Street, Moberly, MO 65270**

### **Introduction**

1. The Missouri Department of Corrections, Division of Adult Institutions, Moberly Correctional Center (MCC) and the City of Moberly ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the MCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this Agreement shall be signed, attached and made part of this Agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
  - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

### **General Terms and Conditions**

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
  - 2.1 Effective September 1, 2023 through August 31, 2024, a binding agreement shall exist, wherein MCC agrees to furnish laborers ("an offender work crew") to the Contractor. This Agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this Agreement as a result of statute, rule, regulation or court order adopted after the effective date of this Agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this Agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
  - 2.2 This Agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The Agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the MCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The Contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
  - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
  - c. The Contractor shall cooperate with the MCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any Contractor, or its employee, who witnesses any form of sexual misconduct must immediately report it to the MCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
  - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.
- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to

MCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.

- 2.7 The MCC Work Release Coordinator or designee of the MCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the MCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the MCC
  - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this Agreement.
  - c. The Contractor, working in concert with the MCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the MCC Warden, MCC Chief of Custody, MCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the MCC Warden and/or designee.
  - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
  - e. If required and/or deemed necessary by the facility Warden, MCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
  - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the MCC Control Center immediately.
  - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. MCC agrees to make every effort to accommodate the needs of the Contractor; however, the MCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The MCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the MCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the MCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site MCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site MCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by MCC correctional staff. In all instances, the MCC Warden and/or designee and the MCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the Contractor to the MCC Safety Manager within 24 hours of any incident.
- p. The MCC Warden and/or designee shall direct that on-site meals are prepared within MCC and provided at the work site, including a beverage, for the offender workers. No



unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

- q. The MCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the MCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

### **Specific Terms and Conditions**

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
  - 3.1 MCC will provide up to five (5) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the MCC Warden.
  - 3.2 Offenders will be assigned to the following shifts:
    - Monday through Friday, 7:30 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
  - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The MCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
  - 3.4 Offenders assigned to the work crew pursuant to this Agreement will primarily engage in the following duties:
    - Grounds Maintenance – Cutting brush, mowing, removing yard waste
    - Janitorial Services – Cleaning and sweeping
    - Building Maintenance – Painting
    - Machinery Repair – Vehicle Maintenance

- 3.5 Offenders will be assigned to work at the city limits of Moberly, MO
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.
- 3.7 The Contractor shall notify MCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to MCC in the evening. A copy of the out count shall be retained by MCC.

#### **Payment & Invoice**

- 4. Payment and Invoice processing shall be subject to the following:
  - 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
  - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
  - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:
 

The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$7.50 per shift for any shift less eight (8) hours, including the cancelled shift, if offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.
  - 4.4 The Contractor shall submit time cards by the second business day of every month to the MCC.
  - 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

#### **Liability**

- 5. Liability:
  - 5.1 Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU. The Parties agree that Contractor shall indemnify and hold

harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorney fees), and damage of any kind related to Contractor's performance or the performance of Contractor's employees, agents or representatives under this MOU.

5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.

5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

### **Renewals, Amendments and Termination**

6. This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this Agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew this Agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this Agreement shall terminate on the part of all parties in any of the following events:
- a. At 11:59 p.m. on August 31, 2024
  - b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
  - c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

### ***Signed and agreed hereto:***

\_\_\_\_\_  
Tom Sanders  
Director of Public Works, Moberly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Myles Strid, Warden  
Moberly Correctional Center  
Missouri Department of Corrections

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis Terry, Director  
Division of Adult Institutions  
Missouri Department of Corrections

\_\_\_\_\_  
Date

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**MISSOURI DEPARTMENT OF CORRECTIONS  
DEPARTMENT  
PROCEDURE MANUAL**

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D2-11.10 Staff Member Conduct

Effective Date:

July 24, 2016

Signature on File

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Anne L. Precythe, Department Director

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**I. PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

**II. DEFINITIONS:**

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
  - a. giving unauthorized gifts of any nature,
  - b. name calling,
  - c. teasing,
  - d. horseplay,
  - e. joking,
  - f. carrying messages, or
  - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.



- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
  - b. parents or step-parents and their spouses,
  - c. siblings and their spouses,
  - d. children or step-children and their spouses,
  - e. grandparents or step-grandparents and their spouses,
  - f. grandchildren or step-grandchildren,
  - g. aunt,
  - h. uncle,
  - i. niece,
  - j. nephew, and
  - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
  2. parents or step-parents and their spouses,
  3. siblings or step-siblings and their spouses, and
  4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
  2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

### **III. PROCEDURES:**

#### **A. PROFESSIONAL PRINCIPLES OF CONDUCT**

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
  - a. strive toward excellence in the day to day work activities;
  - b. treat all persons respectfully, fairly, honestly and with dignity;
  - c. perform duties responsibly;
  - d. empower and assist other staff members to perform their jobs in a responsible manner;
  - e. accept and respect the differences in people;
  - f. work as a team member;
  - g. make ethical decisions and act in an ethical manner;
  - h. hold themselves and all other staff members accountable for their actions;
  - i. abide by the laws;
  - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
  - k. be familiar with and adhere to:
    - (1) the respective job components and job expectations established through the performance appraisal system;
    - (2) the policies and procedures relating to job functions;
    - (3) the employee handbook;
    - (4) the department procedure regarding employee standards;
  - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
  - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
- 2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
- 3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

**B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS**

- 1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
- 2. Staff members must maintain professional relationships with offenders.
- 3. Staff members must not knowingly have avoidable contact with:
  - a. an offender,
  - b. an offender's family,
  - c. an offender's legal guardian and spouse,
  - d. an offender's significant other, or
  - e. an ex-offender (this does not include staff members who are ex-offenders).
- 4. A staff member must provide written notification to the CAO the next day he<sup>1</sup> reports to duty with copies to all supervisors in the chain of command when he:
  - a. discovers that a family member is an offender,
  - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
  - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
  - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
  - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
  - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
- 5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

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<sup>1</sup> All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
  - a. offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
  - a. an offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
  - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
    - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

**C. REPORTING CRIMINAL MISCONDUCT**

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.



- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
  - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
  - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
  - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
  - a. The CAO will determine whether the staff member will be required to report to the worksite.
  - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
  - a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
  - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
  - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

#### **D. REPORTING MISCONDUCT**

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

**E. REPORTING MISMANAGEMENT**

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

**F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS**

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

**IV. REFERENCES:**

- |             |  |
|-------------|--|
| A.          | Section 105.055 RSMo                   |
| B. 931-3469 | Administrative Proceedings Warning     |
| C. D1-8.6   | Offender Physical Abuse                |
| D. D1-8.13  | Offender Sexual Abuse and Harassment   |
| E. D2-9.2   | Suspension                             |
| F. D2-11    | Employee Standards                     |
| G. D2-11.1  | Secondary Employment or Volunteer Work |

**V. HISTORY:**

- |                             |          |
|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date:  | 04/23/90 |
| C. Revised Effective Date:  | 09/15/93 |
| D. Revised Effective Date:  | 04/20/99 |
| E. Revised Effective Date:  | 05/15/00 |
| F. Revised Effective Date:  | 04/06/08 |
| G. Revised Effective Date:  | 05/23/09 |
| H. Revised Effective Date:  | 12/17/09 |
| I. Revised Effective Date:  | 10/05/13 |
| J. Revised Effective Date:  | 07/24/16 |

TO	FROM
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This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

STAFF ISSUING WARNING	TIME  <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE
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SIGNATURE	DATE
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# City of Moberly

## City Council Agenda Summary

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

WS #11.

Department: Comm Dev

Date: June 5, 2023

**Agenda Item:** Discussion of Existing Mobile Home Park.

**Summary:** A one-time allowance for existing mobile home currently located at Sarbaum Trailer Park, 1502 S. Morley that are over 10 years of age, but capable of passing our occupancy inspection and are in reasonably good condition, to relocate to another in-city mobile home park. This is only being proposed due to the existing park closing and occupants received the attached letter notifying that they are closing and have to move on or before Aug. 10<sup>th</sup>, 2023.

The owners that are asking to relocate have scheduled inspections at this time and only those that pass or are reasonably capable of passing with minor repairs would be considered for this. As I understand it, there are only three or four that are considering it currently.

This has been discussed among staff and based on the circumstances and the outcome of the inspections, staff is in agreement with this proposal.

**Recommended Action:** Information

**Fund Name:** n/a

**Account Number:** n/a

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed



ATTACHMENTS:		Role Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	<u>  x  </u> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	<b>Council Member</b>		

# City of Moberly

## City Council Agenda Summary

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

WS #12.

Department: City Manager

Date: June 5, 2023

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

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

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

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### 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 checked="" type="checkbox"/> Other _____

### Roll Call

### Aye

### Nay

#### Mayor

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

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

#### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

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

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

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

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

Passed Failed

## GOVERNMENTAL CONSULTING SERVICES AGREEMENT

**This Governmental Consulting Services Agreement** is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between **Zamkus and Associates, L.L.C** with their principal office located at 1320 Elmerine Avenue Jefferson City, MO 65101 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

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

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

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

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

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

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2023 through July 16<sup>th</sup>, 2024. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2023 through July 16, 2024, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.



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

**CONSULTANT/LOBBYIST**

Jason Zamkus/Principal  
 ZAMKUS & ASSOCIATES, LLC  
 1320 Elmerine Avenue  
 Jefferson City, MO 65101  
 (573) 291-6180  
[jzamkus@gmail.com](mailto:jzamkus@gmail.com)

**CLIENT**

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

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

**[Signature Page Follows]**

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

**ZAMKUS & ASSOCIATES, L.L.C.**

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

**Name:** \_\_\_\_\_

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

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

**THE CITY OF MOBERLY**

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

**Name:** \_\_\_\_\_

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

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

### General Deliverables - Appendix A

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

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

**ZAMKUS & ASSOCIATES, L.L.C.**

**THE CITY OF MOBERLY**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

# City of Moberly

## City Council Agenda Summary

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

WS #13.

Department: Administration

Date: June 5, 2023

**Agenda Item:** A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

**Summary:** These are annual contracts that are authroized by Council each year. Staff is working to bring the 2023 agreements for the amount shown for final approval at the next meeting.

Moberly Area Council on the Arts	\$1,000
Senior Multipurpose Center	\$4,000
NOMO Foundation	\$1,000
Moberly Community Betterment	\$1,500

**Recommended Action:** Approve this resolution

**Fund Name:** General Services/Audit Fees

**Account Number:** 100.013.5406

**Available Budget \$:** 0.00

### 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\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
MOBERLY COMMUNITY BETTERMENT AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, is by and between Moberly Community Betterment (hereinafter referred to as the "Contractor") and the City of Moberly, Missouri, (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

**WHEREAS**, the City is a major investor in the program due to its interest in community development and planning: and

**WHEREAS**, Moberly Community Betterment programs traditionally require public subsidy, and

**WHEREAS**, the City and Moberly Community Betterment have agreed that the City's contribution shall be \$1,500.00 per fiscal year.

**NOW THEREFORE**, in consideration of mutual undertakings and mutual benefits from Moberly Community Betterment set forth, the Contractor and City agree as follows:

**I. SCOPE OF SERVICES**

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community's vision and goals.

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager.



**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,500.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

**IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

**V. SUBCONTRACTS**

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

**VI. NON-DISCRIMINATION PROVISIONS**

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

**VII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

**VIII. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

**IX. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

#### **X. SEVERABILITY**

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

#### **XI. ENTIREMENT AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri  
A Municipal Corporation

Moberly Community Betterment

\_\_\_\_\_  
Brian Crane, City Manager

\_\_\_\_\_  
President

#### **ATTEST:**

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

#### **Approved as to Form:**

\_\_\_\_\_  
Randall Thompson, City Attorney

**AGREEMENT FOR SERVICES TO BE RENDERED**  
**BY**  
**MOBERLY AREA COUNCIL ON THE ARTS**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

**RECITALS**

1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

**AGREEMENT**

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
  - a. Promoting the arts and other cultural aspects of the community.
2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
3. The services of the **MACA** are to commence upon the 1<sup>st</sup> day of July, 2023 and shall be for a period expiring 30<sup>th</sup> day of June, 2024.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MOBERLY

\_\_\_\_\_  
City Manager

ATTEST:

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

MOBERLY AREA COUNCIL OF THE ARTS

By: \_\_\_\_\_  
Becky Kreek, President

\_\_\_\_\_  
Ann Parks, Vice President

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
NORTHERN MISSOURI COMMUNITY FOUNDATION, AND THE CITY OF MOBERLY,  
MISSOURI**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, is by and between Northern Missouri Community Foundation (hereinafter referred to as the "Contractor") and the City of Moberly, Missouri, (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS, the** Contractor has been created to assist the City create a charitable fund to support the issues and groups that benefit the Moberly community: and

**WHEREAS,** the City is a major investor in the program due to its interest in charitable giving in the Moberly community that benefits the City of Moberly: and

**WHEREAS,** Contractor programs traditionally require public subsidy, and

**WHEREAS,** the City and the Contractor have agreed that the City's contribution shall be \$1,000.00 per fiscal year.

**NOW THEREFORE,** in consideration of mutual undertakings and mutual benefits from the Contractor. set forth, the Contractor and City agree as follows:

**I. SCOPE OF SERVICES**

The Contractor will provide the following services and improvements:

- A. Help local donors create charitable funds to support the issues and groups they care about in the Moberly community
- B. Provide tools and resources which help the city, individuals, families, businesses and not-for-profit agencies achieve their charitable purpose and financial goals
- C. Build endowments to insure that charitable donations are always available to support the Moberly community
- D. Allow city donors to benefit from the highest available tax deductions for charitable contributions
- E. Accept a variety of assets and facilitate tax efficient giving strategies for city projects
- F. Pool the assets of donors giving to funds to build community endowments in areas of interest in the Moberly community
- G. Foster giving in Moberly for city facilities and projects
- H. Serve as a source of information for donors about needs in our community
- I. Work with individuals interested in philanthropy in the Moberly community by providing an umbrella organization with 501(c)(3) tax free status
- J. Allow for efficient estate planning of charitable giving and tax efficient strategies for the Moberly community
- K. Work with business owners to transfer wealth in a tax efficient way and accommodate charitable giving in Moberly



- L. Promote the international transfer of wealth from one generation to the next, to the benefit of the City of Moberly.

## **II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager. The annual review date is the date first written above in each year of this Agreement. The City Manager, after the annual review of the scope of services, may exercise The City's option to renew this Agreement for an additional term. Regardless of the term and subsequent renewals, the provisions of this Agreement shall be reviewed by the Mayor and the City Council in its entirety 5 (five) years from the date of execution. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

The services of the Contractor are to commence upon execution of this Agreement. All tasks defined in the Scope of Services shall be undertaken and implemented in such sequence as to assure the expeditious completion in the light of the purpose of the agreement.

## **III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,000.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

## **IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

## **V. SUBCONTRACTS**

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

## **VI. REPRESENTATION ON BOARD**

It is agreed the Contractor's Executive Board has been created to oversee the operation of Northern Missouri Community Foundation, and the City will possess one voting position on the Executive Board consisting of any designee of the City Manager.

## **VII. NON-DISCRIMINATION PROVISIONS**

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

## **VIII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

## **IX. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

## **X. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

## **XI. SEVERABILITY**

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

## **XII. ENTIREMENT AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri  
A Municipal Corporation

Northern Missouri Community  
Foundation

\_\_\_\_\_  
Tim Brubaker, Mayor

\_\_\_\_\_  
Bob Riley, President

\_\_\_\_\_  
Brian Crane, City Manager

\_\_\_\_\_  
Greg Hodge, Treasurer

**ATTEST:**

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

**Approved as to Form:**

\_\_\_\_\_  
Randall Thompson, City Attorney

**SENIOR AMERICANS MULTIPURPOSE CENTER**  
**ANNUAL REPORT**  
**JULY 1 , 2023-JUNE 30, 2024**

**NUTRITION PROGRAM**

SITE MEALS	8500
HOME DELIVERED MEALS	<u>54000</u>
<b>TOTAL MEALS PROVIDED</b>	<b>62500</b>

**ACTIVITIES AND VOLUNTEERS**

	<u>UNITS PROVIDED</u>
PITCH	1500
CHAIR DANCE CLASS	0
HEALTH SCREENINGS	200
CHURCH	150
BINGO	150
STAMP-UP CLASS	0
RED HATS	200
EXERCISE CLASS	0
COOLING CENTER	250
GUESS WHAT SHOP	1700
SPECIAL ACTIVITIES	0
MOVIE NIGHT	0
BIBLE STUDY	150
<b>VOLUNTEER HOURS</b>	<b>60000</b>
<b>TOTAL ACTIVITY UNITS</b>	<b>64300</b>

\*\*STARTING IN JUNE, WE WILL BE STARTING TO HAVE EDUCATIONAL CLASSES. WE HAVE ALREADY LINED UP CLASSES, WITH GUEST SPEAKERS, THAT WILL HIT ON SUBJECTS LIKE NUTRITION, SEVERAL INVOLVING PRESCRIPTION MEDICATIONS, HOSPICE CARE, PHONE SCAMS, DEALING WITH CHRONIC ILLNESS, ETC... WE ARE HOPING THAT PEOPLE WILL LEAVE HERE BOTH PHYSICALLY AND MENTALLY NOURISHED.

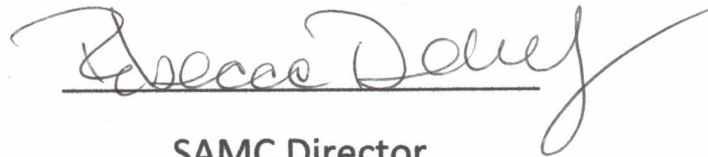
## Contract

The Senior Americans Multipurpose Center, 205 Farror Street, Moberly, Missouri, will provide 940 meals, the actual cost being \$8.20 to the elderly and disabled in Moberly for \$4,000.00 for our projected year July 1st, 2023 through June 30<sup>th</sup> 2024

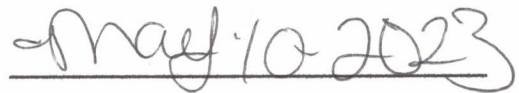
In addition to the above, 15,000 units of social service or more, one hour constituting a unit of service, will be provided at no charge for the project year.

With this contract the elderly and disabled will be provided health and welfare services which is the goal of the Senior Americans Multipurpose Center.

One hot nutritious meal will be provided to the homebound elderly or disabled in order to help maintain them in their own home. The mobile elderly or disabled will receive a hot nutritious meal at our local nutrition site, and a program of social activities will also be available to add to their well being.



SAMC Director



Date

---

City Representative

---

Date



SAMC Administrator

Rebecca DeMay

Sincerely,

The Senior Americans Multipurpose Center Board of Directors, Volunteers, Participants and Staff wish to thank you for your continued support of our program. As you know, our Senior Center provides congregate and home delivered meals five days a week to the elderly and disabled of Randolph County. In addition, other services include social activities, medical screenings, pharmacy plans, exercise, etc. All of these services are free, and meals are provided on a contribution basis. No one is denied our services because of inability to pay.

Our program continues to make every effort in helping those in need of our services, and it is only through community assistance that we can successfully meet this challenge. We are again requesting support from The City of Moberly. We are grateful that you recognize the value of our program to our senior citizens and disabled, and hope that you will continue to partner with our organization by extending our contract for the 2023/24 fiscal year. Attached is a report giving a breakdown of meals served, and activity units provided during the 2023/24 fiscal year. If you have any questions, please give me a call.

Dear City Manager and Moberly City Council Members:

Moberly, Missouri 65270

101 West Reed Street

City of Moberly

May 10<sup>th</sup> 2023

Moberly, Missouri 65270

205 Farror Street

Senior Americans Multipurpose Center

# City of Moberly

## City Council Agenda Summary

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

WS #14.

Department: City Clerk

Date: June 5, 2023

**Agenda Item:** An Ordinance Of The City Of Moberly, Missouri, To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Municipal Officials.

**Summary:** This is an Ordinance that is re-adopted every two (2) years and is mandated by the State of Missouri. It establishes procedure for publicly declaring any potential conflicts of interest and conversely declaring the lack of conflicts-of-interest.

### Recommended

**Action:** Please approve this Ordinance at the next Council meeting.

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

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

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

**AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, TO ESTABLISH A  
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND  
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.**

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

**SECTION ONE: Declaration of Policy:** The proper operation of municipal government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of this government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

**SECTION TWO: Conflicts of Interest.** The Mayor or any other member of the City Council, who has a substantial personal or private interest, as defined by State Law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

**SECTION THREE: Disclosure Reports.** Each elected official, the City Manager, the Chief Purchasing Officer, and the General Counsel (if employed full-time), City Clerk and City Finance Director shall disclose the following information by May 1<sup>st</sup> if any such transactions were engaged in during the previous calendar year.

- a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date, and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any

tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision and other than transfers for no consideration to the political subdivision.
- c) The City Manager and Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
  - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  - 2. The name and address of each sold proprietorship that he owned; the name, address and the general nature of the business conducted for each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed as a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  - 3. The name and address of each corporation for which such person served in the capacity of a director, officer, 112iver.

**SECTION FOUR: Filing of Reports.** The reports shall be filed with the City Clerk and

WS #14.

the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION FIVE: When Filed.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- a) Each person appointed to office shall file the statement within the thirty days of such appointment or employment.
- b) Every other person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31, of the covered year until the date of filing of the financial interest statement.

**SECTION SIX: Filing of Ordinance.** The City Clerk is hereby ordered to send a certified copy of this Ordinance to the Missouri Ethics Commission within ten days of its adoption.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, on this 19<sup>th</sup> day of June 2023.

**ATTEST:**

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

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



# City of Moberly City Council Agenda Summary

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

WS #15.

Department: Parks and Recreation

Date: June 5, 2023

**Agenda Item:** Amphitheater Change Order #3

**Summary:** These are items requested and discussed between MPRD and the contractor to improve the overall project:

1. A metal cover in the concrete service road over the MC Power junction box for the solar pavilion.
2. Riley Pavilion gutter replacement. Some of the downspouts were beat up and it makes sense while we are into piping it underground to replace those that have holes, cracks, or are smashed from decades of wear and tear.
3. Extra rock was needed under the concrete service road in one area as the clay was so soft they had to build up with larger rock, going approximately 18" deep.
4. Adjusting fittings and pipe on the south solar pavilion gutters to better handle the concrete service road and allow the service road to butt up to the solar pavilion slab for a better, more uniform look and functionality as with the Riley Pavilion.
5. Concrete on the east side of the solar pavilion which was going to be a phase 2 project later. Since we are preparing for asphalt parking late summer/early fall, we prefer to go ahead with that concrete between the slab and parking lot whereas it was originally pulled from the scope due to cost. We are comfortable enough financially going ahead with it now and it will make the project site look and function better immediately by getting it done.

The C.O. will put us over budget, but are necessary and more cost effective now.

## Recommended

**Action:** Move forward to the June 19, 2023 meeting.

**Fund Name:** Parks > Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$49,602.66

## 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: Change Order

## Roll Call

Aye

Nay

## Mayor

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

## Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed

## BUDGET COST ESTIMATE



801 N Morley Street - PO Box 715  
Moberly, Missouri 65270  
(660) 269-8008  
[www.ljdevelopment.com](http://www.ljdevelopment.com)

Date: 6/2/23

WS #15.

Project No. 1269

Project: City of Moberly Amphitheater  
Change Order #3

Materials Taxable: No

- Sq. Ft.

Description	Quantity	Unit	\$/Unit	Extn. Cost	Division Sub-Totals	Notes:
Bonding Fee (3.0%)					\$1,042.15	Payment and Performance Bond
<b>1.000 General Conditions</b>						
1.040 - Project Supervision	1	LS	\$3,600.00	\$3,600.00		L & J Development
<b>Division 1.000 General Conditions Total:</b>					<b>\$3,600.00</b>	
<b>2.000 Sitework</b>						
2.580 - Site Utilities	1	LS	\$534.00	\$534.00		Core & Main - Columbia
24" Manhole ring with lid for electric pull box						
2.630 - Storm Drainage System						Solar Pavilion
4" SDR35 Pipe	60	FT	\$3.90	\$234.00		Materials from Ferguson
6" SDR35 Pipe	170	FT	\$10.08	\$1,713.60		
4" 45 Elbow	6	EA	\$16.63	\$99.79		
6" 45 Elbow	2	EA	\$65.57	\$131.14		
4x4x4 Tee	2	EA	\$22.86	\$45.72		
6x6x4 Tee	2	EA	\$89.20	\$178.39		
6x4 Reducer	1	EA	\$53.48	\$53.48		
Downspout Adapter	4	EA	\$15.56	\$62.26		
Gravel to backfill trench	1	LS	\$2,880.00	\$2,880.00		
Labor to Install	65	HR	\$78.00	\$5,070.00		L&J Development
Equipment to Install	1	LS	\$1,200.00	\$1,200.00		L&J Development
2.750 - Concrete Paving						
Sub-Contract	1	LS	\$15,000.00	\$15,000.00		East Side of Solar Pavilion
5" Conc./5" Base, Reinf., Forming & Labor	960	SF				
2" Clean for over dig area for Drive Lane	1	LS	\$1,104.00	\$1,104.00		2 Loads of Rock for wash area where drains dumped on the drive area
<b>Division 2.000 Sitework Total:</b>					<b>\$28,306.38</b>	
<b>2.200 Demolition</b>						
2.220 - Demolition						
Demo Existing Downspouts Riley Pavilion	1	LS	\$600.00	\$600.00		Lift & Labor to Remove
						L&J Development
<b>Division 2.200 Demolition Total:</b>					<b>\$600.00</b>	
<b>7.000 Thermal &amp; Moisture Protection</b>						
7.650 - Gutters & Downspouts						
4x5 Downspout	1	LS	\$1,440.00	\$1,440.00		Moberly Lumber
Fasteners	1	LS	\$12.00	\$12.00		Moberly Lumber
Labor to Install	10	HR	\$78.00	\$780.00		Lift & Labor to Remove
						L&J Development
<b>Division 7.000 Thermal &amp; Moisture Protection Total:</b>					<b>\$2,232.00</b>	
					<b>\$35,780.53</b>	

# City of Moberly

## City Council Agenda Summary

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

WS #16.

Department: City Manager

Date: June 5, 2023

**Agenda Item:** Appointment to the Tourism Advisory Commission

**Summary:** Candace Rodman was the Chamber of Commerce representative however she has submitted her resignation from the position on the Chamber board and the Tourism Board. The Chamber of Commerce board would like to appoint Sarah Graff as the new representative on the Tourism Commission board. Gina Fowler has submitted her resignation to the Tourism board. Advertisement has been done and one application has been received.

### Recommended

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

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed



**Moberly Area Chamber of Commerce**  
211 West Reed Street | Moberly, MO 65270  
phone 660.263.6070 | fax 660.263.9443  
[www.MoberlyChamber.com](http://www.MoberlyChamber.com)

May 23, 2023

To whom it may concern,

We would like to make you aware as of our May 2023 Moberly Area Chamber of Commerce Board meeting, Sarah Graff was voted in as the Chamber Vice President for 2023. Sarah will now replace Candace Rodman as our representative for the Moberly Tourism Commission.

If you have any questions or concerns, please feel free to contact us at 660.263.6070 or [director@moberlychamber.com](mailto:director@moberlychamber.com)

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt".

Megan Schmitt, Executive Director  
Moberly Area Chamber of Commerce

## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Tourism Date: 5/8/23

Your Name: Sarah Barfield Street Address: 409 Harvest Ln.

Phone number(s): (evening) \_\_\_\_\_ (day) 202-701-8761

Email: Sjbl129@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes No

How long have you been a resident of City of Moberly? 12 years

Occupation: government Employer: US House of Representatives

### Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Throughout my 15 year career in federal government, I have worked closely with Tourism professionals and organizations throughout the State. I know that it's the State's #2 industry and massive economic driver.

What particular contributions do you feel you can make to this board or commission?

I can contribute both a long term & short term vision for tourism in Moberly - highlighting our assets & developing areas of potential marketing.

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. Ed Lewis Phone: 660-676-3598
2. Tim Seidel Phone: 573-424-4296
3. Brian Crane Phone: 573-680-7442

Sarah Barfield  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, MO 65270





Moberly Area Chamber of Commerce  
211 West Reed St.  
Moberly, MO 65270

4/11/23

Chamber Staff and Board,

I would like to inform you that I am resigning from my position as Vice President of the Chamber Board, including my appointment to the Tourism Commission, effective immediately.

Thank you for the opportunities for professional and personal development that you have provided me during the last few years. I have enjoyed working with this great board and the amazing staff of our Chamber and appreciate the value that it adds to our community.

However, as all MU Extension employees transition out of community roles and in to strictly teaching, supervisors are asking that we fully spend time in the community relevant to Nutrition and Health education. Per this leadership request, I'm being asked to step away from my community engagement roles to be able to increase teaching time.

Furthermore, as I start my PhD in August, my scheduled coursework will be inflexible and more of my time will be committed to being on campus for classes.

I am disheartened by this decision and understand the timing is unfortunate during a busy season, please let me know how I can help with a transition. I will still do my best to be involved as a volunteer and help when possible.

MU Extension, as always, will remain a member of the Chamber.

Sincerely,

A handwritten signature in black ink that reads 'Candace Rodman'.

Candace Rodman, MS  
MU Extension of Randolph County

City of

Moberly!

**Board/Commission Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Tourism Commission Date: 3/28/23

Your Name: Mark Fischer Street Address: 3041 CR 2750 Moberly, MO

Phone number(s): (evening) 660-998-4688 (day) \_\_\_\_\_

Email: mark.fischer602@gmail.com

Do you live within the corporate limits of City of Moberly? Yes ☐ No ☒

How long have you been a resident of City of Moberly? 40 years

Occupation: Real Estate Agent Employer: RG Mongler Real Estate

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Board member of the Arts Council  
Board member of 4th St Theatre  
Lifelong resident of Moberly with an interest in promoting tourism

What particular contributions do you feel you can make to this board or commission?

I hold a strong passion for promoting tourism in Moberly. My work with the theatre and Arts Council over the last year shows a strong commitment to bringing in new ideas.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Robert Mongler Phone: 573-999-3232
2. Rich Duley Phone: 660-324-3777
3. Bob Riley Phone: 660-998-2353

Mark Fischer

Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270