

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**April 06, 2020**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Project Emerald Booster Pump Station Proposal for Engineering Services
2. Discussion of terminating the agreement with Tony Stuart and revising an agreement with 3 Brothers Const. on in-fill development for 610 S Williams and 906 S Williams.
3. Proposed permit for Agricultural vehicles at the Omar N. Bradley Airport.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Utilities WS #1.  
 Date: April 6, 2020

**Agenda Item:** Project Emerald Booster Pump Station Proposal for Engineering Services

**Summary:** Jacobs Engineering Group, Inc. presented a proposal to the City of Moberly for Professional Engineering Services to prepare design plans and specifications for the Plumrose Booster Pump Station.

**Recommended Action:** Direct Staff to develop a resolution for adoption at the next regular council meeting

**Fund Name:** Capital Improvements

**Account Number:** 304.000.5408

**Available Budget \$:** 1,450,159.05

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

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www.jacobs.com

March 27, 2020

Mary West-Calcagno  
Director of Utilities  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Subject: Project Emerald Booster Pump Station  
Proposal for Engineering Services**

Dear Mary,

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to prepare design plans and specifications for the Project Emerald Booster Pump Station.

## SCOPE

**Task 1 – Kick-Off Meeting and Data Collection.** Jacobs will meet with City staff for a kickoff meeting to review the project scope and define the project design basis. Meeting will be held remotely.

**Task 2 – Design Basis Memorandum.** Jacobs will prepare a short summary memorandum that will describe the fire protection requirements provided by Project Emerald, the selected package booster pump station, backup power, and the requirements for connecting to the existing water system. The package booster pump station will be selected by the City's preferred equipment vendor. We will schedule a conference call with the City to review the information presented in the memorandum.

**Task 3 – Develop 90% Design Documents.** Based on the Design Basis Memorandum review meeting Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

1. Cover Sheet/Index
2. Foundation Plan
3. Base Mounted Pressure Booster Pump Station (details to be provided by equipment vendor)
4. Water Line Plan
5. Details
6. Electrical Plan
7. Electrical Details

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Proposal for Engineering Services

The 90% documents will also include technical specifications. Front end bidding documents are not included in this scope.

**Task 4 – 90% Design Review Meeting.** After the 90% design documents have been submitted to the City for review, a conference call will be scheduled with City personnel to discuss the 90% design documents.

**Task 5 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 4, final plans and specifications will be developed and issued to the City. A construction permit application will be submitted to MDNR.

**Task 6 – Construction Oversight.** Jacobs will provide part-time Resident Project Representative services during the construction as described below.

- A. The RPR will be on site as requested by the City. It is anticipated that the RPR will be needed while pouring the concrete foundation pad, while setting the package booster pump station on the pad, and during booster pump start up. The fee proposed with this scope includes four visits to the construction site.
- B. While on site, the RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Plans and Specifications. Jacobs shall not be responsible for the failure of the Contractor to perform the work in accordance with the Plans and Specifications or the daily quality of the Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. When on site, the RPR shall:
  - 1. Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - 2. If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - 3. Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - 4. Keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
- C. Except upon written instructions from the City, the RPR shall not:
  - a. Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.

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- b. Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- c. Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
- d. Authorize occupancy, acceptance or conditional acceptance.
- e. Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
- f. Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

## FEE PROPOSAL

Our proposed fee for the work described herein is a lump sum cost of \$65,500. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of the fee is presented below.

Tasks	Approximate Fee
Kickoff Meeting and Design Basis Memo	\$10,800
90% Plans and Specifications	\$33,300
100% Plans and Specifications	\$11,300
RPR Services	\$10,100

## SCHEDULE

If the City agrees with this approach, we would provide a schedule upon notice of acceptance of our proposal.

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Booster pump station will be added to hydraulic model for analysis.
- 2. No surveying will be performed.
- 3. No alternatives will be evaluated.
- 4. Plans and specifications for the package booster pump station will be provided by others and incorporated into the final plans and specifications.
- 5. Front end bidding documents and bid phase services are not needed for this project. Project will be constructed by others.

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Proposal for Engineering Services

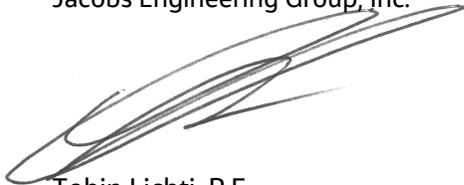
- 6. Jacobs will use the City's Water System Standard Specifications and Construction Details prepared in 2012.
- 7. RPR services for this project are based on four trips to the construction site. Should additional services be needed, additional funds may be required.

This work will be performed as a modification to our existing contract with the City of Moberly, dated January 3, 2001. We will endeavor to be as efficient as we can in performing the work, to minimize costs.

If you agree, please sign both copies of this letter and return one copy to us at your convenience.

Very truly yours,

Jacobs Engineering Group, Inc.



Tobin Lichti, P.E.  
Project Manager  
314.335.4550  
tobin.lichti@jacobs.com

Authorization to Proceed:

**City of Moberly**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Jacobs Engineering Group, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: April 6, 2020

WS #2.

**Agenda Item:** Discussion of terminating the agreement with Tony Stuart and revising an agreement with 3 Brothers Const. on in-fill development for 610 S Williams and 906 S Williams.

**Summary:** This would be an agreement with 3 Brothers to construct an infill house on the properties. We had an agreement over a year ago that the fee wasn't paid as a deposit and time frames weren't met. Under the revised agreement, the developer will get the lot for free, but will be required to pay for all permits, and other standard costs the same as any normal construction.

Staff recommends approval of this.

**Recommended Action:** Bring forward to the April 20, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 18 day of December, 2018 by and between the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation located in Randolph County, Missouri and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City") and TONY STUART an individual doing business as Stuart Custom Homes having a principal office at 846 County Road 2650, Clark, Missouri 65243 (the "Developer").

The Developer shall submit a definite time frame for completion and a deposit amount of \$1,000.00 per lot. The deposit would be retained by the City until the start of construction at which time it would be applied to the required building permit and other City fees related to the construction.

The Developer shall complete all applications and obtain all necessary permits and approvals under the Building Regulations to initiate construction of the applicable phase of the Project on each of the Initial Lots within Six (6) months of the Effective Date and shall cause the applicable phase of the Project to be substantially completed on each such Initial Lot in accordance with the Plans and Specifications therefor within One (1) year after the transfer of such Initial Lot by the City to the Developer. In further consideration of the Developer's undertaking of the Project the City shall waive the City's customary building permit fees and water and sewer tap fees for the Initial Lots and such other Residential Lots as are included in the Project.

"Residential Lots" shall mean, collectively, those parcels of real property situated within the corporate limits of the City known and numbered as 610 South Williams Street and 906 South Williams Street, each owned in fee by the City.

The City will maintain all right-of-way and easements. The City will convey all properties by quit claim deeds. The City makes no warranties as to condition of title. Developer will receive by quit claim deed whatever title interest is vested in the City of Moberly.

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

**CITY OF MOBERLY**  
(the "City")

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

ATTEST:

D.K. Galloway  
D. K. Galloway, CMC/MRCC, City Clerk



STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF RANDOLPH )

On this 18 day of December, 2018 before me appeared Tony Stuart to me personally known, who being by me duly sworn, did say that he is the person who name is set forth and that the foregoing instrument was signed in behalf of said person who acknowledged said instrument to be the free act and deed of said person.

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

Carla Beal  
Notary Public

My commission expires: July 11, 2021



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

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

**AN ORDINANCE APPROVING A MUTUAL TERMINATION AGREEMENT WITH TONY STUART AND AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH 3 BROTHERS CONSTRUCTION, LLC.**

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

**SECTION ONE:** On December 18, 2018 the City entered into a Development Agreement (the “Agreement”) with Tony Stuart (“Stuart”) to develop two residential lots owned by the City at 610 S. Williams and 906 S. Williams.

**SECTION TWO:** Stuart has since defaulted and failed to complete the Agreement and now wishes to enter into a Mutual Termination Agreement with the City to cancel the Agreement.

**SECTION THREE:** 3 Brothers Construction, LLC is willing to develop 610 S. Williams and 906 S. Williams for infill development as provided in the attached Cooperative Agreement for Infill Development and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this \_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

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

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: April 6, 2020

WS #3.

**Agenda Item:** Proposed permit for Agricultural vehicles at the Omar N. Bradley Airport.

**Summary:** Each year, several agricultural spray aircraft utilize our airport and take over much of the pad, use the facilities and courtesy cars. The way we subsidize these things is through fuel sales. Some of the aircraft will occasionally buy fuel, but most will bring in their own fuel wagon and not buy fuel from us. Additionally, they bring in semi loads of chemical which exceeds the weight limits of our apron and have cracked the back edge of the concrete. They have spilled fertilizer and had large grass burns as a result. I have tried to work with them to buy their fuel from us and work within our requirement with little success. As we can't force them to purchase our fuel, even though they are using our facility, I can require them to pay a use permit. This is common at many GA airports. I have worked with our airport consultant to develop this process and would like to implement it as soon as possible before this spray season gets started.

Aside from the permit fee, it also spells out how and where the operations can take place and that failure to comply with airport personnel as to their operations will result in them losing their permit to operate there. I want to see the planes continue to operate there, but they need to provide some reasonable payback for use of the facility we put so much into to operate and maintain.

Sample will be added later.

**Recommended Action:** Bring forward to the April 20, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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