NOTICE OF OPEN MEETING & VOTE TO CLOSE PART OF THE MEETING A G E N D A COUNCIL MEETING City of Moberly City Council Room – Moberly City Hall 101 West Reed Street January 19, 2021 6:00 PM AMENDED AGENDA

Posted:

Pledge of Allegiance Roll Call Approval of Agenda Approval of Minutes 1. Council Meeting Minutes **Recognition of Visitors Communications, Requests, Informational Items & Consent Calendar Public Hearing and Receipt of Bids** Receipt of Bid for the Homestead Sewer Replacement 2. **Ordinances & Resolutions** A Resolution Approving And Authorizing A Change Order With Hutchinson Recreation & Design, 3. INC., For Additional Concrete. 4. A Resolution Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For Five Eda Funded Infrastructure Projects And Authorizing The City Manager To Execute The Agreement On Behalf Of The City. 5. A Resolution Authorizing the City Manager to Execute an Agreement with R. & L. Boone Construction Company for the Homestead Sewer Replacement. <u>6.</u> A Resolution Approving a Letter Agreement with Jacobs Engineering Group Inc for Developing a Facilities Plan to Rehabilitate Two Upflow Clarifiers at the Water Treatment Plant and Authorizing the City Manager to Execute the Agreement on Behalf of the City. 7. A Resolution Authorizing The City Manager To Enter Into An Agreement With L & J Development, Inc., For Remodeling Of The City Council Chambers. 8. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri. **Official Reports** 9. Department Head Monthly Reports **Anything Else to Come Before the Council** 10. Consideration of a Motion to adjourn to a Work Session Adjournment We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of

the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

December 21, 2020

City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Cole Davis and Austin Kyser.

A motion was made by Kimmons and seconded by Davis to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Brubaker and seconded by Kimmons to approve the minutes of November 16, 2020, and December 7, 2020, council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Correspondence was received from Dave Mashburn of Mashburn Development, LLC regarding his wish to terminate the Purchase and Development Agreement. Under the express terms of Section 2.1 in the Second Amendment to Purchase and Development Agreement, the developer has fulfilled the requirements of notification to the City for termination.

City Manager, Brian Crane, discussed correspondence regarding a Missouri 911 Service Board Project Agreement. The City had applied and was deemed eligible for a loan of \$5,000.00 for partial funding of a study by SCG Consulting Services, LLC. However, it has been decided that the loan is unnecessary, and the City will withdraw the loan request. The City, RCAD and County will split costs for the service three ways with cash-on-hand.

Kyser introduced a bill for an ordinance entitled: "AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR NATIONAL HISTORIC PLACES NOMINATION CONSULTANT AND APPROVING AND ACCEPTING A PROPOSAL FROM TERRI L. FOLEY TO COMPLETE TWO NATIONAL HISTORIC PLACE NOMINATIONS" and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: "AN ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF MOBERLY OF CERTAIN REAL AND PERSONAL PROPERTY IN FURTHERANCE OF AN INDUSTRIAL DEVELOPMENT PROJECT; APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL LEASE AGREEMENT; AND GRANTING FURTHER AUTHORITY" and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title one time. City Manager Brian Crane requested at that time that this bill be tabled. Davis moved that the bill be tabled until the next Council Meeting. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: "AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 11 WITH BARTLETT & WEST SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016 FOR A SCOPE OF WORK AGREEMENT WHICH INCLUDES A CONCEPTUAL LETTER AND COST ESTIMATE FOR PLANNING PURPOSES OF IMPROVEMENTS ALONG MORLEY STREET AND PROVIDING ASSISTANCE IN PREPARING AND SUBMITTING A TAP APPLICATION FOR ROLLINS STREET, RESPECTIVELY" and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION REPEALING RESOLUTION R-997 AND APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR THE ROUTE JJ REGIONAL WASTEWATER MANAGEMENT SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCG CONSULTING SERVICES, LLC FOR PROFESSIONAL SERVICES"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT WITH SURVEYING & MAPPING, LLC FOR PROFESSIONAL SERVICES"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced "A RESOLUTION AUTHORIZING AND ACCEPTING THE FINAL CHANGE ORDER TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT" and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. Davis introduced **"A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR FIVE EDA FUNDED INFRASTRUCTURE PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECTUE THE AGREEMENT ON BEHALF OF THE CITY"** and made a motion for it to be tabled per City Manager, Brian Crane's request. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was tabled until the next Council Meeting.

Kyser introduced "A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

City Manager, Brian Crane brought to the Council the appointment of Dennis Snodgrass for the opening on the Airport Advisory Commission. Brubaker made a motion to appoint Mr. Snodgrass, Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A work session was held followed by a closed session to discuss the status of pending real estate, legal and negotiated contract. (MO Statute 610.021) (2,3,12)

Mayor Jeffrey reopened the meeting.

A motion was made by Kyser and seconded by Davis to adjourn to a work session. Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Work Session

The following was discussed at the work session:

Proposal from the Tourism Advisory Commission.

Review of a Farm Lease Agreement between the City of Moberly and Moberly Holding Company and Larry Sander.

Review of Council Chambers Renovation. Council was presented with two design options for renovations. Consensus was to proceed with option #2 which allowed for a temporary ramp in the back of Council Chambers.

A Resolution Supporting a Transportation Alternative Program Grant Application.

Discussion of a Contingency Adjustment for the ESP Project for the Purpose of Purchase and Installation of Additional Meters

Cooperative Agreement between the City of Moberly and Charles and Belva Serio for Repair of an Emergency Spillway to Protect the City's Main Sewer Interceptor.

Downtown CSO Preliminary Engineering.

December 29, 2020 City of Moberly, Missouri Council Minutes

Council met in special session at 12:00 p.m. in the City of Moberly Large Conference Room, 101 W Reed St, Moberly, Missouri with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Cole Davis and Austin Kyser. Absent: None.

Brubaker introduced a bill for an ordinance entitled: "AUTHORIZING ACCEPTANCE BY THE CITY OF MOBERLY OF CERTAIN REAL AND PERSONAL PROPERTY IN FURTHERANCE OF AN INDUSTRIAL DEVELOPMENT PROJECT; APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL LEASE AGREEMENT; AND GRANTING FURTHER AUTHORITY" and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. Tom Cunningham with Cunningham, Vogel, and Rost led a discussion. Davis asked if there was a Scrivener's error on page 29 which read the year 2012. Cunningham stated that that should be changed to 2020 from 2012. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

A motion was made by Brubaker and seconded by Kimmons to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

January 4, 2021

City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Cole Davis, and Austin Kyser.

A motion was made by Kyser and seconded by Kimmons to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: "An Ordinance Approving A Cooperative Agreement With Charles And Belva Serio And/Or Vic-Tan-B's Ltd For Lake Spillway Repair" and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced "A Resolution Supporting A Transportation Alternative Program Grant Application" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced "A Resolution Authorizing The City Manager To Execute A Farm Lease Between The City Of Moberly, Moberly Holding Company And Larry Sander" and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced "A Resolution Approving A Professional Engineering Services With Jacobs Engineering Group Inc. For Five Agreement EDA Funded Infrastructure Projects And Authorizing The City Manager To Execute The Agreement On Behalf Of The City" and Kimmons made a motion for it to be tabled per City Manager, Brian Crane's request. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was tabled until the next Council Meeting.

Kyser introduced **"A Resolution Approving A Letter Agreement With Jacobs Engineering Group Inc. For A Downtown CSO Storage Facility And Authorizing The City Manager To Execute The Agreement On Behalf Of The City" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey,**

Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced "A Resolution Approving A Letter Agreement With Jacobs Engineering Group Inc. For Review Of The Barr Engineering Report On Upgrades To The Moberly Correctional Center Lagoon And Ratifying The City Manager's Execution Of The Agreement On Behalf Of The City" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced "A Resolution Approving A Contract For The Sale Of Real Estate And Ratifying The Execution Of The Contract On Behalf Of The City" and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced "A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$457,993.40" and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A proposal from the Tourism Advisory Commission was brought forth requesting \$880 for the design and painting of a mural on the former JT Cross building on Clark Street in downtown Moberly. A motion was made by Brubaker and seconded by Kimmons to approve \$880 toward the project. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The Council, by acclimation, agreed to move the dates of the January 18, 2021, Council Meeting to January 19, 2021, and to move the February 15, 2021, Council Meeting to February 16, 2021.

Members from the news media present were: Chuck Embree, Moberly Monitor Index.

A motion was made by Kyser and seconded by Davis to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Work Session

The following was discussed at the work session:

January 4, 2021 8:00 p.m., Council Minutes, Page 2 of 3

#1.

Moberly Water Treatment Plant Clarifier Facility Plan Proposal Lio Engineering Services

Change Order for Depot Park Pavilion

Review of Council Chambers Renovation

Discussion of bids received for the Highway 24 Sewer Extension

Discussion of bids received for the Homestead Sewer Replacement

Agenda Item:	Discussion of bids received for the Homestead Sewer Replacement
Summary:	The City requested bids for a Homestead Sewer Replacement. This sewer replacement will replace approximately 140' of an existing sewer line that has been exposed through erosion within the Homestead subdivision between Heritage Place and Overland Lane. This was due to the significant amount of rain we received during our last flood event. This project has been approved for a cost share through FEMA in the amount of \$15,699.87. These funds have already been received.
	Bid requests were sent via email to various contractors and was also posted in the Moberly Monitor Index on Saturday, December 19 th , 2020. Bids were received and opened on December 30 th , 2020 at 10am. Willis Bros bid was in the amount of \$42,500.00 and the other bid was from R&L Boone Construction in the amount of \$19,840.00. After bids are reviewed, we will make a recommendation at the council session on January 19 th , 2020.
Recommended Action:	Accept the bids and pass the resolution later in this meeting
Fund Name:	Utilities Operation and Maintenance Sewer Construction
Account Number:	301.112.5413
Available Budget \$:	\$49,931.00

TACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor MS Jeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	MSBrubaker		
P/C Minutes	Contract	M S Kimmons	5	
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser		
Consultant Report	Other		Passed	Failed



107 Butler Street Macon, MO 63552 O 660.385.6441 www.mecresults.com

Task Order – Homestead Subdivision Sewer

January 2, 2020

City of Moberly, Missouri Attn: Mary West-Calcagno, Director of Public Utilities 101 W Reed Street Moberly, MO 65270 660.269.8705 mwc@cityofmoberly.com

Re: City of Moberly – Homestead Subdivision Sewer Replacement

Dear Ms. West-Calcagno,

I am pleased to submit to you a proposal for the preparation of engineering drawings and construction specifications for a gravity sewer line replacement in the Homestead Subdivision. The location is shown on the attached Exhibit C. The sewer line will replace an existing line that has been exposed through erosion within the Homestead Subdivision between Heritage Place and Overland Lane. This agreement is a task order under the On-Call Agreement between McClure, hereinafter referred to as "the Engineer", and the City of Moberly, Missouri, hereinafter referred to as "the Client", to provide the following services:

- 1. Topographic and utility survey of the sewer alignment. The preparation of easements or easement descriptions is not included.
- 2. Design of a gravity sanitary sewer main including preparation of project drawings and written specifications for construction of the sewer line.
- 3. Preparation of an Opinion of Probable Construction Cost.
- 4. Preparation of Record Drawings.

Engineering Fees to complete these services will be a lump sum amount and will not exceed \$16,955.00, including expenses.

The preparation of easements or easement descriptions can be added as an additional service. Any additional services beyond the scope of services outlined above will be billed separately based upon our current Hourly Rate Schedule (Exhibit 'A'). Any such work shall be approved by the Client in writing prior to execution. This letter agreement is subject to the attached Standard Terms and Conditions (Exhibit 'B').

If approved please print and sign this letter agreement where noted, return a copy to my attention via email and keep a copy for your records. If you have any questions, please do not hesitate to contact me at *660.386.6441*. Thank you for considering McClure for your sanitary sewer system needs.

McClure

City of Moberly, Missouri

By:

Philip R. Wilson, P.E.

Date:

By (sign): _

Mary West-Calcagno

Date:

Enclosure:

Exhibit A – Standard Hourly Rate Schedule Exhibit B – Standard Terms and Conditions Exhibit C – Aerial of Sewer Alignment

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CC: File

EXHIBIT 'A' McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE (Effective through December 31, 2019)

<u>Personnel</u>

HOURLY RATE

	¢ 70.00
Administrative	
Client Liaison	
Engineer I	
Engineer II	\$140.00
Engineer III	\$170.00
Engineer IV	\$210.00
Project Manager I	\$170.00
Project Manager II	\$195.00
Project Coordinator	\$90.00
Principal	\$245.00
Senior Principal	\$295.00
Community Planner I	\$135.00
Community Planner II	\$225.00
Landscape Architect I	\$100.00
Landscape Architect II	\$130.00
Engineering Tech I	\$85.00
Engineering Tech II	\$105.00
Engineering Tech III	\$125.00
Engineering Tech IV	\$160.00
Land Surveyor I	\$130.00
Land Surveyor II	
On-Site Representative I (OSR I)	
On-Site Representative II (OSR II)	
Crew Chief (CC)	
Crew Member (CM)	
Intern	
Survey Crew	

<u>EQUIPMENT</u>

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.545/Mile
Printing	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%



EXHIBIT 'B' MCCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and Engineer shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project, extensions of the Project, extensions of the Project, or any other use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants for or all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

OPINIONS OF PROBABLE COSTS: Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost, then Owner agrees to obtain an independent cost estimate.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If Engineer is not retained for construction observation and/or on-site resident observation services, Engineer shall have no

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design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

<u>UNDERGROUND UTILITIES</u>: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

<u>SUBSURFACE CONDITIONS</u>: The Engineer may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Engineer, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner, Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

<u>PAYMENT</u>: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

<u>WAIVERS</u>: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

<u>COMPLETE AGREEMENT</u>: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.







NOTICE

The City of Moberly will be taking sealed two sewer projects. One is a sewer line extension #2. ed in the 1000 block of W. Highway 24 and Hunts where red. The construction project will consist of the following: 154' of 8" sewer main, 120' of encasement for bore under Hwy 24, 1 Manhole (15'), 2 sewer laterals, 1 Lamp hole. This project is a unit price bid.

The second project is the removal and replacement of 126' of 8" sewer main, installation of one drop manhole, 140' of rip rap, and reconnection of one sewer service lateral. The sewer is located in a draw in Homestead subdivision in the 1300 block of Heritage Place. The project will require construction of temporary access to the sewer line and restoration of the yards. This project is partially funded by a federal grant and will require payment of prevailing wages.

The two projects are separate and must be submitted as separate bids. The City may award both contracts to a single contractor or may award each project separately. All work must meet City of Moberly Standard Sewer Specifications.

Bids shall be sealed in separate envelopes marked with the project contained in the envelope: **W. Highway 24 Sewer Extension or Homestead Sewer Replacement**. Bids are to be received at the office of the City Clerk, City of Moberly, 101 W. Reed Street, Moberly, MO 65270. If bids are mailed, the package should include the sealed bid in a separate envelope inside the package. Bids will be received on December 30 15 , at 10:00 a.m.

More information may be received on request via email at pbennett@cityofmoberly.com or (660) 269-7659.

Agenda Item:	A Resolution Approving And Authorizing A Change Order With Hutchinson Recreation & Design, INC., For Additional Concrete			
Summary:	Because the existing stamped concrete paths were not square, the pavilion had to be set in slightly from each. The additional space on the east side actually provided us the additional benefit of more room to more gradually transition from the edge of the 34'x54' slab to the existing pathways as well, helping reconcile the contours of the park. We knew in meeting with the contractors on site last summer that this additional concrete/labor cost would be necessary and that it would likely be \$2,000. The base contract was approved last spring, so we are asking Council to approve the \$2,000 change order at this time.			
Recommended Action:	Approve the resolution.			
Fund Name:	Parks – Capital Improvement			
Account Number:	115.041.5502			
Available Budget \$:	\$250,214.57			

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance X Proposed Resolution Attorney's Report	Mayor M S Jeffrey Council Member		
 P/C Recommendation P/C Minutes Application Citizen Consultant Report 	Petition Contract Budget Amendment Legal Notice X_Other	M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

A RESOLUTION APPROVING AND AUTHORIZING A CHANGE ORDER WITH HUTCHINSON RECREATION & DESIGN, INC., FOR ADDITIONAL CONCRETE.

WHEREAS, on or about May 18, 2020 this council authorized a construction contract with Hutchinson Recreation & Design, Inc., ("Hutchinson") to build a shelter structure in Depot Park; and

WHEREAS, following construction it was necessary to add concrete to the original stamped concrete paths to transition between the structure slab and paths; and

WHEREAS, attached hereto and incorporated herein is an Invoice for additional concrete in the amount of \$2,000.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes payment of the Invoice with a request for a change order in the amount of \$2,000.00 to Hutchinson.

RESOLVED this 19th day of January, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



Terms

Name/Address		
Moberly Park De SOURCEWELL E		
Date	Invoice #	REP
12/18/20	10889	CRH

Quantity	Description	Total
	Final Invoice POLIGON REK ALL STEEL 30' X 54'/INCLUDES T AND G WOOD STAINED DECKING/MULTI-RIB METAL ROOF/ENGINEERING/FREIGHT/IBC 2012 WIND 115 MPH/SNOW 20LBS/10' EAVE	106,600.00T
	ENGINEERING NOTE: Engineered Sealed Drawings, Engineered Footings and Engineered Calculations are based on local and state construction codes and specifications. Wind loads, Snow loads and Seismic requirements are all verified with these documents. Rates vary per state. IF ANY OF ABOVE ENGINEERING IS DESIRED PLEASE CALL FOR QUOTE. Change Order Extra Concrete Out-of-state sale, exempt from sales tax	2,000.00T 0.00
	Total	\$108,600.00

Phone: (800) 848.5616

www.hutchinson-recreation.com

Checks should be made out to Hutchinson Recreation & Design.

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City of Moberly City Council Agenda Summary

Agenda Item:	A Resolution Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For Five Eda Funded Infrastructure Projects And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
Summary:	The attached engineering contract contains five projects: North Morley Water Main Loop, Sturgeon and Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility, and Morley Pump Station Retrofit and Force Main Extension. These projects are included in the \$4.8M EDA grant that was announced to help fund \$6.3M of projects. The storm water detention basin engineering will be performed by other engineers outside this contract. The construction for the storm water basin is a grant approved project.
Recommended Action:	Pass the Resolution
Fund Name:	Capital Improvement Trust Fund
Account Number:	304.000.5635
Available Budget \$:	\$1,500,000.00 (grant match)

TACHMENTS:			Roll Call	Aye	Nay
_ Memo _ Staff Report Correspondence	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor MS	_Jeffrey		
Bid Tabulation	Attorney's Report	Council Me	mber		
P/C Recommendation	Petition	M S	Brubaker		
_ P/C Minutes	Contract	M S	Kimmons		
_ Application	Budget Amendment	M S	Davis		
_ Citizen	Legal Notice	M S	_Kyser		
Consultant Report	Other			Passed	Failed

A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR FIVE EDA FUNDED INFRASTRUCTURE PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Jacobs Engineering Group, Inc., ("Jacobs") has submitted a proposal and letter agreement to provide professional engineering services for five infrastructure projects identified as follows: North Morley Water Main Loop, Sturgeon & Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility and the Morley Pump Station Retrofit & Force Main Extension; and

WHEREAS, said engineering services will be provided under a master agreement between the city and Jacobs dated October 5, 2020; and

WHEREAS, the fee to Jacobs will be funded in part as part of an EDA grant heretofore received by the city; and

WHEREAS, attached hereto and incorporated herein is the proposed Letter Agreement with Jacobs for the project with payment for said services not to exceed \$606,355.00.

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

RESOLVED this 19th day of January, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

A motion was made by Brubaker and seconded by Kyser to table Bill No. R1006 until the 01-04-2021 Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. 12-21-2020

A motion was made by Kimmons and seconded by Brubaker to table Bill No. R1006 until the 01-19-2021 Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. 01-04-2021

#4

AGREEMENT

FOR

PROFESSIONAL SERVICES

BETWEEN

JACOBS ENGINEERING GROUP INC.

AND

THE CITY OF MOBERLY, MISSOURI

AGREEMENT FOR PROFESSIONAL SERVICES

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and executed as of the <u>11th</u> day of <u>January</u>, 2021 by and between JACOBS ENGINEERING GROUP INC., with a place of business at <u>501 N</u>. <u>Broadway, St. Louis, MO 63012</u> (hereinafter called "Consultant") and <u>City of Moberly, MO</u>, a <u>municipal</u> corporation, with a place of business at <u>101 West Reed Street</u>, <u>Moberly, MO 65720</u> (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1

GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (the "Project") and scope of services (hereinafter "Services") to be provided to Client is stated in a formal Proposal from Consultant dated <u>December 11, 2020</u> (the "Proposal"). The Proposal is made a part of this Agreement by reference.

ARTICLE 2

COMPENSATION

Consultant will be compensated for Services as set forth in the Proposal.

ARTICLE 3

PAYMENTS

Consultant will submit bi-weekly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent $(1\frac{1}{2}\%)$ per month, without limiting other remedies.

ARTICLE 4

PERIOD OF SERVICE

Consultant shall make its best efforts to complete its Services for the Project within the time period set forth in the Proposal.

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

Client may, at any time, make changes in the scope of Services for the Project or in the definition of Services to be performed. In the event Client notifies Consultant of its desire to make a change in the scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price

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for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Consultant, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

ARTICLE 6

STANDARD OF CARE

- A. Consultant shall perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, tort (including negligence) or otherwise.

ARTICLE 7

INDEMNIFICATION

Consultant will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employee or subconsultant. No negligence shall be attributed to Consultant based on any acts or omissions of Client's contractors or other consultants.

ARTICLE 8

LIMITATION OF LIABILITY

The total aggregate liability of Consultant arising out of the performance or breach of this Agreement shall not exceed twenty-five percent (25%) of the compensation paid to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its

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employees or subconsultants. The Parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

ARTICLE 9

INSURANCE

- A. During the term of this Agreement, Consultant shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
 - 2. Employer's liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10

RELATIONSHIP OF CONSULTANT TO CLIENT

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

ARTICLE 11

PERSONNEL

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client. Consultant may remove personnel assigned to the Project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

ARTICLE 12

OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. Client agrees to defend, indemnify and hold harmless Consultant and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Consultant ("instruments of service") on extensions of the project or at a location other than that contemplated by this Agreement. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Consultant, if requested by Client, upon completion of Services. Consultant may retain one complete set of reproducible copies of all of its instruments of service.

ARTICLE 13

PERMITS AND LICENSES

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

ARTICLE 14

ADHERENCE TO LAWS

Consultant shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

ARTICLE 15

NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client Information ("Primary Data") disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.
- B. Upon completion of the Project or sooner if Client so requests, the Consultant shall return to Client's representative all Primary Data furnished to the Consultant under this Agreement and shall, if requested, deliver to the Client's representative all drawings, schedules,

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calculations, and other documents generated by Consultant for use in connection with the Project ("Secondary Data").

- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Consultant's association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
 - 1. Was known to the Consultant (and previously unrestricted) before disclosure of Primary Data to Consultant under this Agreement or before generation of Secondary Data;
 - 2. Is subsequently acquired by the Consultant from a third party who is not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other clients.

ARTICLE 16

CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultant shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 17

FORCE MAJEURE

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

If the Consultant's proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Consultant's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19

CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Consultant is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- B. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Consultant's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Consultant shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Consultant.
- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Consultant, in a form satisfactory to Consultant.

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ARTICLE 20

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of <u>Missouri</u>.

ARTICLE 21

ALTERNATE DISPUTE RESOLUTION

- A. Client and Consultant understand and appreciate that their long term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed Purchase Orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect

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to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own costs of mediation.

ARTICLE 22

NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

<u>To Consultant</u>		To Client	<u>To Client</u>		
Position:	 Michael McCarty Vice President Missouri Operations Jacobs Engineering Group Inc. 	Original to: Position: Address:	Mary West-Calcagno Director of Utilities City of Moberly, MO		
Copy to: Position:	Tobin Lichti Project Manager	Copy to: Position:	Brian Crane City Manager		

Address: Jacobs Engineering Group Inc.

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 23

MISCELLANEOUS

- A. *Waiver*. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

City of Moberly, MO

Address:

- C. *Rights and Remedies*. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Consultant hereunder, are the exclusive remedies of the Parties.
- D. *Transfer of Ownership*. Client represents that either it is the sole owner of the facilities which are the object of the Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and the Services will be bound by such releases and limitations of liability such that the total aggregate liability of Consultant to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity*. Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement*. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CONSULTANT: Jacobs Engineering Group Inc.	CLIENT: City of Moberly, Missouri			
Ву:	By:			
Title:	Title:			

Jacobs

Stifel Tower 501 North Broadway St. Louis, Missouri 63102 United States T +1.314.335.4000 F +1.314.335.5104 F +1.314.335.5141 www.jacobs.com

January 11, 2021

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

Subject: EDA Grant Projects

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for the five EDA grant projects: North Morley Water Main Loop, Sturgeon and Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility, and Morley Pump Station Retrofit and Force Main Extension. The Projects and Services described in the following Proposals (Attachments A through E) will be performed under the Professional Services Agreement dated January 11, 2021.

Project	Task	Completion Date	Associated Fee	Cumulative Fee
All Projects	Design NTP	1/7/2021		
Downtown CSO Storage Facility	Existing Conditions Survey	2/15/2021	\$24,042	\$24,042
North Morley Water Main Loop	Existing Conditions Survey	3/15/2021	\$19,915	\$43,957
Sturgeon and Rollins Water Main Replacement	Existing Conditions Survey	3/15/2021	\$24,024	\$67,981
Morley Pump Station Retrofit	Existing Conditions Survey	4/15/2021	\$17,711	\$85,692
Downtown CSO Storage Facility	60% Design	6/15/2021	\$45,320	\$131,012
North Morley Water Main Loop	90% Design	7/15/2021	\$32,600	\$163,612
Sturgeon and Rollins Water Main Replacement	90% Design	7/15/2021	\$32,600	\$196,212
Downtown Sewer Rehabilitation	Existing Conditions Survey	7/15/2021	\$4,348	\$200,560

The table below shows milestones and associated engineering fees for all five projects.

Jacobs Engineering Group Inc.

Jacobs

January 11, 2021 Subject: EDA Grant Projects

Project	Task	Completion Date	Associated Fee	Cumulative Fee
Morley Pump Station Retrofit	90% Design	8/15/2021	\$105,580	\$306,140
North Morley Water Main Loop	100% Design	9/15/2021	\$3,619	\$309,759
Sturgeon and Rollins Water Main Replacement	100% Design	9/15/2021	\$3,619	\$313,378
Downtown CSO Storage Facility	100% Design	9/15/2021	\$30,213	\$343,591
Morley Pump Station Retrofit	100% Design	10/15/2021	\$11,728	\$355,319
Downtown Sewer Rehabilitation	90% Design	11/15/2021	\$55,845	\$411,164
North Morley Water Main Loop	Bid Phase	12/15/2021	\$4,791	\$415,955
Sturgeon and Rollins Water Main Replacement	Bid Phase	12/15/2021	\$4,791	\$420,746
Downtown CSO Storage Facility	Bid Phase	12/15/2021	\$4,229	\$424,975
Morley Pump Station Retrofit	Bid Phase	1/15/2022	\$5,018	\$429,993
Downtown Sewer Rehabilitation	100% Design	2/15/2022	\$6,202	\$436,195
Downtown Sewer Rehabilitation	Bid Phase	5/15/2022	\$3,577	\$439,772
North Morley Water Main Loop	Construction Phase	7/15/2022	\$27,513	\$467,285
Sturgeon and Rollins Water Main Replacement	Construction Phase	7/15/2022	\$28,292	\$495,577
Downtown CSO Storage Facility	Construction Phase	8/15/2022	\$38,696	\$534,273
Morley Pump Station Retrofit	Construction Phase	8/15/2022	\$56,249	\$590,522
Downtown Sewer Rehabilitation	Construction Phase	11/15/2022	\$15,833	\$606,355

If you agree, please sign two copies of this letter and return them to us at your convenience. Thank you for the opportunity to continue our long standing support of the City.



January 11, 2021 Subject: EDA Grant Projects

Very truly yours,

Tobin Lichti Project Manager 314.422.3336 Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

Ву _____

Title ______

Date _____

Jacobs Engineering Group, Inc.

Ву_____

Title_____

Date _____



January 11, 2021 Subject: EDA Grant Projects

Attachment A

North Morley Water Main Loop

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the North Morley Water Main Loop. Approximately 4,400 linear feet of existing 6-inch water main will be replaced with a 12-inch water main thereby increasing the capacity of the system in the vicinity of the improvement (see attached exhibit).

SCOPE

Existing Conditions Survey

Conduct a property and topographic survey along the proposed water main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership.

North Morley Water Main Loop

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick off meeting to review the project scope and define the project.

Task 2 - Develop 90% Design Documents. 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) Sheet Layout



January 11, 2021 Subject: EDA Grant Projects

- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Water Main Plan & Profiles (6 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front-end bidding documents will be similar to what Jacobs has prepared on City projects following the EJCDC format. Jacobs intends to refer to the City's standard specifications and details in lieu of developing project specific details and water main related technical specifications.

Task 3 – 90% Design Review Meeting. After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

Task 5 – Permits. Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Task 6 - Bid Phase Services. Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

Task 7 - Construction Phase Services.

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods,


sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of 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. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) 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.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, 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.
 - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
 - a) Authorize any deviation from the Contract Documents, or approve any substitution of materials or equipment.



- 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.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$89,958. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$19,915
Detailed Design	\$36,219
Bid Phase Services	\$4,791
Construction Phase Services	\$27,513
Direct Costs - Travel	\$1,320
Direct Costs - Printing	\$200
Total Not to Exceed Cost	\$89,958

CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Admin	\$105



SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	3/1/2021	\$19,915
90% Design	7/1/2021	\$32,600
100% Design	9/1/2021	\$3,619
Bid Phase	12/1/2021	\$4,791
Construction Phase	7/1/2022	\$27,513

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
- 2. Pre-Design memorandums will not be prepared for the water main projects as the sizing is based on existing model recommendations and the routes have already been determined.
- 3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- 4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- 5. RPR services include one visit every two weeks during water main construction activities. The fee for RPR services is based on:
 - a) A 12 week construction duration for the water main installation, 8 hours every two weeks for a total of 48 hours, 6 visits.
 - b) RPR services are not required during saw cutting or restoration.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files



Attachment B

Sturgeon and Rollins Water Main Replacement

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Sturgeon and Rollins Water Main Replacement. Approximately 5,450 linear feet of existing 10-inch and 14-inch water main will be replaced by a 16-inch water main thereby increasing the capacity of the system in the vicinity of the improvement. The proposed 16-inch water main will also connect to the Wicker Street Elevated Tank (see attached exhibit).

SCOPE

Existing Conditions Survey

Conduct a property and topographic survey along the proposed water main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership.

Sturgeon and Rollins Water Main Replacement

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick off meeting to review the project scope and define the project.

Task 2 - Develop 90% Design Documents. 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

9

Jacobs

January 11, 2021 Subject: EDA Grant Projects

- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Water Main Plan & Profiles (6 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front-end bidding documents will be similar to what Jacobs has prepared on City projects following the EJCDC format. Jacobs intends to refer to the City's standard specifications and details in lieu of developing project specific details and water main related technical specifications.

Task 3 – 90% Design Remote Review Meeting. After the 90% design documents (including an OPCC) have been submitted to the City for review, a remote meeting will be scheduled with City personnel to discuss the 90% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

Task 5 – Permits. Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Task 6 - Bid Phase Services. Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

Task 7 - Construction Phase Services.

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for

#4.



revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

- Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to 5 RFIs
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of 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. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) 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.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, 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.
 - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:



- a) Authorize any deviation from the Contract Documents, or approve any substitution of materials or equipment.
- 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.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$94,846. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$24,024
Detailed Design	\$36,219
Bid Phase Services	\$4,791
Construction Phase Services	\$28,292
Direct Costs - Travel	\$1,320
Direct Costs - Printing	\$200
Total Not to Exceed Cost	\$94,846

CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer l	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Admin	\$105



SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	3/1/2021	\$24,024
90% Design	7/1/2021	\$32,600
100% Design	9/1/2021	\$3,619
Bid Phase	12/1/2021	\$4,791
Construction Phase	7/1/2022	\$28,292

ASSUMPTIONS / CLARIFICATIONS:

- 1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
- 2. Pre-Design memorandums will not be prepared for the water main projects as the sizing is based on existing model recommendations and the routes have already been determined.
- 3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- 4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- 5. RPR services include one visit every two weeks during water main construction activities. The fee for RPR services is based on:
- a) A 10 week construction duration for the water main installation, 8 hours every two weeks for a total of 40 hours, 5 visits.
- b) RPR services are not required during saw cutting or restoration.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files



Attachment C

Downtown Sewer Rehabilitation

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Downtown Sewer Rehabilitation project. The Downtown Sewer Rehabilitation includes the CCTV investigation of approximately 17,000 linear feet of sewers, CIPP lining of approximately 11,000 linear foot of sewers, the replacement/rehabilitation of 22 manholes and untrapped inlets and up to 10 point repairs. Our proposal includes Existing Conditions Survey (CCTV & manhole inspection), Final Design (90%) Phase, Final Design (100%) Phase, Bid Phase, and Construction Management Services.

SCOPE

Existing Conditions Survey

Prepare Request for Proposal and a Scope of Work to conduct CCTV sewer inspections and manhole inspections.

- 1) Assist the City in evaluating the proposals and make a recommendation.
- 2) Coordinate and monitor the CCTV and manhole inspection work.
- 3) Review the draft inspection report.

<u>Final Design</u>

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick off meeting to review the project scope.

Task 2 - Develop 90% Design Documents. Utilize the CCTV investigation report to develop design documents consisting of a cover sheet, sheet layout, general notes and symbols, up to 8 plan sheets utilizing the City's GIS Mapping, a detail sheet, and technical specifications for the elements of the project. 90% design drawings would be prepared at a scale of 1''=100' to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

Task 3 – 90% Design Review Meeting. After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

Task 5 - Bid Phase Services. Jacobs will provide the following bidding phase services:

1) Conduct a pre-bid meeting at City Hall.



- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

Task 6- Construction Phase Services. Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) No RPR services are included in our Scope of Work.
- 5) Review Post-Lining CCTV and prepare and submit to the Contractor a "punchlist" of items which require correction or completion
- 6) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$86,930. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$4,348
Detailed Design	\$62,047
Bid Phase Services	\$3,577
Construction Phase Services	\$15,833
Direct Costs - Travel	\$825
Direct Costs - Printing	\$300
Total Not to Exceed Cost	\$86,930



CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer l	\$95
CAD Designer II	\$130
Admin	\$105

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	7/1/2021	\$4,348
90% Design	11/1/2021	\$55,845
100% Design	2/1/2022	\$6,202
Bid Phase	5/1/2022	\$3,577
Construction Phase	11/1/2022	\$15,833

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Scope does not include integration of CCTV and manhole inspection data with the City's GIS.
- 2. Jacobs will refer to the City's standard specifications and details wherever appropriate.
- 3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- 4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- 5. Two sets of record drawings and an electronic media device with pdf files.



Attachment D

Downtown CSO Storage Facility

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Downtown CSO Storage Facility. The CSO Storage Facility includes the design of an underground CSO storage facility containing 400,000 gallons of storage, and two gravity sewers. The storage facility will be constructed in the basement of an existing parking garage, to be demolished by others. The attached exhibit depicts the anticipated scope of the project, note that no pump station design is included. Our proposal includes Existing Conditions Survey, Final Design (60%) Phase, Final Design (100%) Phase, Bid Phase, and Construction Management Services.

SCOPE

Existing Conditions Survey

Task 1 – Topographic Survey. Conduct a topographic survey of the project area including the street rights-of-ways surrounding the site.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Property addresses.
- 7) Locate and stake up to six geotechnical boring locations

Task 2 – Geotechnical Program. Develop a geotechnical program that provides pipe and bedding design recommendations. Scope includes six 30-foot deep borings and data report containing bedding recommendations and pipe design parameters.

Jacobs

January 11, 2021 Subject: EDA Grant Projects

Final Design

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick off meeting to review the project scope.

Task 2 - Develop 60% Design Documents. Prepare design documents consisting of preliminary drawings, and technical specifications for the elements of the project. 60% design drawings would be prepared at a horizontal scale of 1"=30' and vertical scale 1"=10' to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets.

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Diversion Sewers Plan and Profile (2 sheets)
- 5) Storage Facility Plan
- 6) Storage Facility Profile
- 7) Storage Facility Details (2 sheets)
- 8) Demolition

The 60% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

Task 3 – 60% Design Review Meeting. After the 60% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 60% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid. The 100% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

Task 5 – Permits. Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Task 6 - Bid Phase Services. Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.



Task 7- Construction Phase Services.

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of 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. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) 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.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, 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.



- e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
 - a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
 - 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.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$145,440. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$24,042
Detailed Design	\$75,533
Bid Phase Services	\$4,229
Construction Phase Services	\$38,696
Direct Costs - Travel	\$2,640
Direct Costs - Printing	\$300
Total Not to Exceed Cost	\$145,440



CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer l	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Structural Engineer III	\$190
Admin	\$105

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	2/1/2021	\$24,042
60% Design	6/1/2021	\$45,320
100% Design	9/1/2021	\$30,213
Bid Phase	12/1/2021	\$4,229
Construction Phase	8/1/2022	\$38,696

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
- 2. The storage facility will not require a pump station, per the preliminary design report and exhibit.
- 3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 60% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- 4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.



- 5. RPR services include an average of one visit per week during the storage facility construction activities. The fee for RPR services is based on:
 - a) A 12-week construction duration for the storage facility, 8 hours per week of RPR services (96 hours).
 - b) RPR services are not needed until the end of the parking facility demolition.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files



Attachment E

Morley Pump Station Retrofit and Force Main Extension

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Morley Pump Station Retrofit and Force Main Extension. The Morley Street Lift Station is currently a wet pit/dry pit pump station. It has experienced a series of operational and maintenance issues throughout its service. The lift station will be retrofitted as a submersible lift station and the force main will be extended approximately 3,000 linear feet which will create additional capacity in the portion of the collection system to which it currently discharges (see attached exhibit).

SCOPE

Existing Conditions Survey

Conduct a property and topographic survey along the proposed force main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership. Scope includes the preparation of legal description of up to five easements.

Morley Street Lift Station Retrofit and Force Main Extension

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick off meeting to review the project scope.

Task 2 - Develop 90% Design Documents. Based on the Morley Pump Station Retrofit and Force Main Extension Facility Plan (prepared by Jacobs under a separate contract) 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) Sheet Layout
- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Miscellaneous Piping & Civil Details
- 6) Mechanical
- 7) Piping and Instrumentation Diagram Symbols and Designation Sheet
- 8) Piping and Instrumentation Diagram
- 9) Electrical Symbol Drawing
- 10) Electrical Site/Grounding Plan
- 11) Electrical One Line Drawing
- 12) Electrical Details
- 13) Structural Details & General Notes
- 14) Mechanical/Structural/Electrical Demolition
- 15) Force Main Plan & Profiles (4 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

Task 3 – 90% Design Review Meeting. After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

Task 5 – Permits. Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, and the Missouri Department of Transportation for a road crossing permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Task 6 - Bid Phase Services. Jacobs will provide the following bidding phase services:

1) Conduct a pre-bid meeting at City Hall.



- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

Task 7- Construction Phase Services.

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of 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. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) 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.



- c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
- d) While on site, 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.
- e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
 - a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
 - 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.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.



FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$199,986. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$17,711
Detailed Design	\$117,308
Bid Phase Services	\$5,018
Construction Phase Services	\$56,249
Direct Costs - Travel	\$3,300
Direct Costs - Printing	\$400
Total Not to Exceed Cost	\$199,986

CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Sr. Electrical Engineer	\$150
Structural Engineer I	\$125
Structural Engineer II	\$145
Admin	\$105

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee	
Design NTP	12/22/2020		
Existing Conditions Survey	4/1/2021	\$17,711	
90% Design	8/1/2021	\$105,580	
100% Design	10/1/2021	\$11,728	
Bid Phase	1/1/2022	\$5,018	
Construction Phase	8/1/2022	\$56,249	



ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
- 2. The electrical and control system design is based on float system for level control and standard across the line starters or soft starters; no PLC based control system design is included.
- 3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- 4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- 5. RPR services include one visit every two weeks during force main construction activities, and two visits per week during the pump station retrofit activities. The fee for RPR services is based on:
 - a) A 6-week construction duration for the pump station retrofit, 16 hours per week of RPR services (108 hours).
 - b) A 6-week construction duration for the force main installation, 8 hours every two weeks of RPR services (16 hours)
 - c) Total of 150 hours and 15 visits to the job site
 - d) RPR services are not required during saw cutting or restoration

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files

Agenda Item:	A Resolution Authorizing the City Manager to Execute an Agreement with R. & L. Boone Construction Company for the Homestead Sewer Replacement.		
Summary:	The sewer main in the 1300 Block of Homestead Subdivision (in the gully behind the houses) has been exposed due to heavy rain events and is in need of replacement to re-bury the line. A grant in the amount of \$15,699.87 for a portion of the costs was received from FEMA. R. & L. Boone is the lowest bidder at \$19,840.00. Staff have reviewed the bid and recommend acceptance of the lowest bidder. A copy of the proposed contract, the advertisement for bids, and the bids are included with this Resolution.		
Recommended Action:	Approve the Resolution		
Fund Name:	Utilities Operation and Maintenance Fund		
Account Number:	301.112.5314		
Available Budget \$:	49,869.89		

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor MS Jeffrey		
Bid Tabulation P/C Recommendation P/C Minutes Application Citizen Consultant Report	Attorney's Report Petition Contract Budget Amendment Legal Notice Other	Council Member MSBrubaker MSKimmons MSDavis MSKyser	Passed	Failed
	60			

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R. & L. BOONE CONSTRUCTION COMPANY FOR THE HOMESTEAD SEWER REPLACEMENT.

WHEREAS, the Public Utilities department published a Notice for bids for the removal and replacement of 126 feet of 8-inch sewer main and associated work in the Homestead subdivision in the 1300 block of Heritage Place; and

WHEREAS, two bids were received in response to the Notice with the bid of R. & L. Boone Construction Company ("RL") in the amount of \$19,840 being the lowest responsible bid; and

WHEREAS, attached hereto and incorporated herein is a Contract with RL for the described work.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of RL and directs the City Manager to execute the attached contract for the services described herein.

RESOLVED this 19th day of January, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

CITY OF MOBERLY CONTRACT PUBLIC UTILITIES DEPARTMENT FOR HOMESTEAD SEWER REPLACEMENT

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Exhibits:

- A Pricing and Proposal
- B Bid Notice and McClure Engineering Task Order



CITY OF MOBERLY CONTRACT PUBLIC UTILITIES DEPARTMENT FOR HOMESTEAD SEWER REPLACEMENT

THIS CONTRACT (hereinafter "Contract") by and between the City of Moberly, Missouri, a municipal corporation (hereinafter called "City"), and R. & L. Boone Construction Company, a corporation organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a Contractor for the Designated Project as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal and pricing dated December 29, 2020, which is attached as Exhibit A; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. **DEFINITIONS:**

- a. "As directed," "as required," "as permitted," "acceptable to," and words of like import shall mean that the direction, requirement, or permission of the Project Manager/City is intended.
- b. "City" shall mean the City of Moberly, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Designated Project Amount" or "Designated Project Price" shall mean the amount determined according to the process set forth in Section 2 of this Contract. The Designated Project Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.

g. "Final Acceptance" shall mean a written notice from the Engineer notifying Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.

"Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from City.

- i. "Project" or "Designated Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract as designated by City in writing.
- j. "Project Manager" shall be designated by the City of Moberly to manage the Project on behalf of City.
- k. "Project Estimated Price" shall mean the Contractor's estimate for the completion of a Designated Project, based upon the pricing in Contractor's proposal in Exhibit A.
- I. "RFP" shall mean the Request for Proposals issued by the City of Moberly in connection with the Work. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- m. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.
- SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION: Contractor agrees to perform the Work on the Designated Project authorized by City in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit A.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

3. AMOUNTS NOT TO EXCEED: Under no circumstances shall the cumulative amount of payment from City to Contractor for the Designated Project(s) authorized pursuant to this Contract exceed the amount appropriated for that purpose for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. City has no financial obligation for both this Contract until City Purchasing Agent issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Contract.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

4. COMPLETION TIME: Contractor will start work promptly and no later than three (3) calendar days, after receipt of a Notice to Proceed. Contractor shall complete the Work on by six months from the date work started. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.

5. LIQUIDATED DAMAGES: When the City issues a notice to proceed on a Designated Contract, time is of the essence for that Designated Project. A deduction of dollars (\$_____) per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each calendar day that completion is delayed beyond the time requirement set forth in

each calendar day that completion is delayed beyond the time requirement set forth in Section 4, above. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by City for the Contractor's failure to complete the Work on the Designated Project within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work on the Designated Project in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work on the Designated Project as set forth herein. Permitting Contractor to continue and finish the Work on the Designated Project or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of City of any of its rights under this Contract.

- 6. BONDING: If Contractor's Project Estimated Price is more than fifty thousand dollars (\$50,000.00), Contractor shall deliver, to City, an original executed Performance Bond and Labor and Material Payment Bond. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Designated Project Price, guaranteeing complete and faithful performance of the Designated Project under this Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the Work and Final Acceptance on the Designated Project. The approved form for the Contractor's Performance Bond is attached as Exhibit D. The approved form for the Contractor's Labor and Material Payment Bond is attached as Exhibit E.
- 7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.

- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Moberly, its elected officials and employees are to be Additional Insureds with respect to the Designated Projects which are authorized pursuant to this Agreement. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F. Upon City's request, Contractor shall provide the City with an insurance certificate for the Designated Project prior to commencing work on the Designated Project.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
- 8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Moberly, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or

otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Moberly from its own negligence.

- PERMITS: Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
- 10. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.
 - Not later than thirty (30) days after receipt of invoice, City will make partial payment a. to Contractor on the basis of a duly certified payments for materials delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by City) that shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor approved estimate of the cost of materials delivered to the Designated Project site and work performed at the Designated Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance on a Designated Project. City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of the Designated Project and required by the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.
 - b. Contractor shall, by affidavit, certify to the Project Manager that all bills and claims properly due and chargeable against the Work on the Designated Project have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Moberly from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Designated Project as set forth in Exhibit G to City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for the Designated Project. The acceptance by Contractor of the final payment for the Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract as it pertains to the Designated Project; further, the acceptance by Contractor of final payment for the Designated Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract as it pertains to the Designated Project.

- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract and all Designated Projects will be paid by Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninetyfive percent (95%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress;
 - 2. Defective Work;
 - 3. Failure to make payments to subcontractors or suppliers;
 - 4. Reasonable evidence that all Work or the Designated Project cannot be completed for the unpaid balance of this purchase order Amount;
 - Damage by Contractor or subcontractors or suppliers to property of City or others;
 - 6. Contractor's breach of this Contract; or
 - 7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

- 11. **EXTRA WORK AND CHANGES**: If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:
 - a. By an acceptable lump sum proposal of Contractor submitted for each individual Change Order; or
 - b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
 - c. On a cost-plus limited basis not to exceed a specified limit.
- 12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. Contractor shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
- 13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
- 14. **ASSIGNMENT:** No assignment by Contractor of this contract or any part thereof or of the funds to be received thereunder by Contractor, will be recognized unless such assignment has had the approval of City and the Surety (if the Designated Project involves bonding), has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. For each Designated Project, Contractor shall file with the Engineer/Project Manager a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing as soon as subcontracts are made and approved by City. Any subcontractor performing

work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.

- 16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on the Designated Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
- 17. EQUAL OPPORTUNITY: The City of Moberly is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity, or any other protected category.
- 18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
- 19. AMERICANS WITH DISABILITIES ACT: Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Designated Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Designated Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
- 20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment

shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

- 21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to City, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense.
- 22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work on a Designated Project is accepted by the City, it shall be in the custody and under the charge and care of Contractor. Contractor shall rebuild, repair, restore, or make good, at Contractor's own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Designated Project or the Contract, and such possession and/or use shall not release Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the City, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the City, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

- 23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the City and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
- 24. **NO THIRD-PARTY BENEFICIARY**: No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
- 25. **TERMINATION FOR DEFAULT**: In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective
and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Contractor and the Surety of such delay. neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the City the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the City, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

- 26. **TERMINATION FOR CONVENIENCE**: The performance of work under this Contract may be terminated by the City of Moberly in whole or in part, whenever City determines that such termination is in the best interest of the City of Moberly. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
 - a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. PREVAILING WAGES: Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards.

Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workperson employed, for each calendar day, or portion thereof, such workperson is paid less than the said stipulated rates for any work done under said contract, by contractor or by any subcontractor. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri.

28. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.
- 30. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

- 30. **SPECIFICATIONS:** Contractor shall perform all work on the Designated Projects in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit B.
- 31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation of City's rights or defenses with regard to applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 33. GOVERNING LAW AND VENUE: This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Randolph County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 34. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

35. NOTICES:

a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Moberly 101 West Reed Street Moberly, MO 65205-6015 ATTN: **IF TO CONTRACTOR:**

click here and insert address in text box click here and insert city/state in text box ATTN: click here and insert name of contact in text box

With a Copy to:

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.
- 36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
А	Proposal and Pricing
В	Bid Notice and McClure Engineering Order

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF MOBERLY, MISSOURI

Name:_____

Material	Quantity	Units	Unit Price	Total
8" C900 PVC Pipe	126'	LF	25	315000
Drop Manhole 48"* (5' Drop)	1	EA	5000 "	5000-0
Reconnect 4" sewer Lateral	1	EA	250	250°2
Connect new sewer to existing manhole	1	EA	500 ~	500
Granular Backfill	24	CY	600	1440000
8"/12" Rip Rap	125	CY	600	7500 00
Removal of trees off site*	1	LS	500 00	500.00
Restoration seeding/mulch*	1	LS	1000	1000 %
Mobilization	1	LS	500 ~	500 20
Total Bid Price			4	19840

Homestead Sewer Project

o All work shall be completed by the City Specs.

• All manholes shall have cretex barrel/chimney seals.

o All trees shall be cut at ground level. (No trees shall be removed by excavating.)

• Mulch shall be straw matting installed in place and staked.

Company Name

Company Phone Number

Contact Name

Contact Phone Number

Address

City, State, Zip

Signature

Printed Name

Date

 R.+L BEONE Construction Co.
 660-376-2201
 Norman Beone
660-388-9:179
 12785 Rocky Hill Ave
 Marceline No 64658

	Annan Beene
	Norman Boone
	
	12-29-2020

NVIIVE

City of Moberly will be taking seal two ver projects. One is a sewer line external WS #5. ed in 1000 block of W. Highway 24 and Humorine Train. The istruction project will consist of the following: 154' of 8" ver main, 120' of encasement for bore under Hwy 24, 1 nhole (15'), 2 sewer laterals, 1 Lamp hole. This project unit price bid.

second project is the removal and replacement of 126'
sewer main, installation of one drop manhole, 140'
rap, and reconnection of one sewer service lateral.
sewer is located in a draw in Homestead subdivision he 1300 block of Heritage Place. The project will require struction of the parady access to the sewer line and toration of the yards. This project is partially funded by a eral grant and will require payment of prevailing wages.

How projects are separate and must be submitted as varate bids. The City may award both contracts to a single itractor or may award each project separately. All work st meet City of Moberly Standard Sewer Specifications.

s shall be sealed in separate envelopes marked with the ject contained in the envelope: **W. Highway 24 Sewer tension or Homestead Sewer Replacement**. Bids to be received at the office of the City Clerk, City of berly, 101 W. Reed Street, Moberly, MO 65270. If bids mailed, the package should include the sealed bid in a jarate envelope inside in a jarate envelope and 26 J, at 10:00 a.m.

re information may be received on request via email at annett@cityofmoberly.com or (660) 269-7659.

#5.



M^CCLURE[™] ENGINEERING C⁰.

107 Butler StreetO 660.385.6441Macon, MO 63552www.mecresults.com

Task Order – Homestead Subdivision Sewer

January 2, 2020

City of Moberly, Missouri Attn: Mary West-Calcagno, Director of Public Utilities 101 W Reed Street Moberly, MO 65270 660.269.8705 mwc@cityofmoberly.com

Re: City of Moberly – Homestead Subdivision Sewer Replacement

Dear Ms. West-Calcagno,

I am pleased to submit to you a proposal for the preparation of engineering drawings and construction specifications for a gravity sewer line replacement in the Homestead Subdivision. The location is shown on the attached Exhibit C. The sewer line will replace an existing line that has been exposed through erosion within the Homestead Subdivision between Heritage Place and Overland Lane. This agreement is a task order under the On-Call Agreement between McClure, hereinafter referred to as "the Engineer", and the City of Moberly, Missouri, hereinafter referred to as "the Client", to provide the following services:

- Topographic and utility survey of the sewer alignment. The preparation of easements or easement descriptions is not included.
 Design of a gravity sanitary sewer main including preparation of project drawings and written specifications for construction of
- the sewer line.
- 3. Preparation of an Opinion of Probable Construction Cost.
- 4. Preparation of Record Drawings.

Engineering Fees to complete these services will be a lump sum amount and will not exceed \$16,955.00, including expenses.

The preparation of easements or easement descriptions can be added as an additional service. Any additional services beyond the scope of services outlined above will be billed separately based upon our current Hourly Rate Schedule (Exhibit 'A'). Any such work shall be approved by the Client in writing prior to execution. This letter agreement is subject to the attached Standard Terms and Conditions (Exhibit 'B').

If approved please print and sign this letter agreement where noted, return a copy to my attention via email and keep a copy for your records. If you have any questions, please do not hesitate to contact me at *660.386.6441*. Thank you for considering McClure for your sanitary sewer system needs.

McClure

City of Moberly, Missouri

By: _____ Philip R. Wilson, P.E. Date:

Exhibit A – Standard Hourly Rate Schedule Exhibit B – Standard Terms and Conditions Exhibit C – Aerial of Sewer Alignment By (sign): ______ Mary West-Calcagno

Date:

Enclosure:

CC: File

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EXHIBIT 'A' McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE (Effective through December 31, 2019)

PERSONNEL	HOURLY RATE
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$110.00
Engineer II	\$140.00
Engineer III	
Engineer IV	\$210.00
Project Manager I	
Project Manager II	
Project Coordinator	
Principal	
Senior Principal	
Community Planner I	
Community Planner II	
Landscape Architect I	
Landscape Architect II	
Engineering Tech I	
Engineering Tech II	
Engineering Tech III	
Engineering Tech IV	
Land Surveyor I	
Land Surveyor II	
On-Site Representative I (OSR I)	
On-Site Representative II (OSR II)	
Crew Chief (CC)	
Crew Member (CM)	
Intern	
Survey Crew	

EQUIPMENT

3D Scanner per Scan\$	30.00
UAV per Flight\$1	25.00
Sonar Boat\$1	25.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.545/Mile
Printing	.At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.)	.At Cost + 10%

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WS #5.

EXHIBIT 'B' McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and Engineer shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project. and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer ro to to forces, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expensions, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to **Owner** shall not create any rights in third parties.

If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount agreed upon by Owner and Engineer.

OPINIONS OF PROBABLE COSTS: Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions. Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

BETTERMENT: If a required item or component of the Owner's project should be omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Owner's project.

SHOP DRAWING REVIEW: If, as part of his Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated litems have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the ContractOr's work and to determine if the work is preceding in general accordance with the Contract Decoments. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's darwing and performing of its work. Engineer shall not be responsible for the meats.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Engineer or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If Engineer is not retained for construction observation and/or on-site resident observation services, Engineer shall have no



design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the Engineer that may be connected in any way to construction phase administrative, engineering, or professional services.

<u>UNDERGROUND UTILITIES</u>: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SUBSURFACE CONDITIONS: The Engineer may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Engineer, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The Engineer cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, tock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the EngIneer shall be held harmless from issues arising out of these unseen subsurface conditions.

<u>HAZARDOUS MATERIALS – INDEMNIFICATION</u>: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner, Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without uttrather notice. In the event of a suspension of services, the Engineer shall have not liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

<u>WAIVERS</u>: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

<u>COMPLETE AGREEMENT</u>: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

M°CLURE"

WS #5.



City of Moberly City Council Agenda Summary

Agenda Item:	Resolution Approving a Letter Agreement with Jacobs Engineering Group Inc for Developing a Facilities Plan to Rehabilitate Two Upflow Clarifiers at the Water Treatment Plant and Authorizing the City Manager to Execute the Agreement on Behalf of the City.
Summary:	In order to utilize state revolving fund financing, the City must conduct a facility plan describing the project including estimated costs. Jacobs Engineering Group Inc. has prepared a proposal to provide Professional Engineering Services to prepare the facility plan to rehabilitate the two upflow clarifiers at the Water Treatment Plant to accompany funding applications. This scope will include descriptions of need, design criteria, alternative evaluations with economic analysis and assist with recommended economic and environmental considerations and project financing. The facility plan will develop the project to approximately 30% design stage so when funding is approved, the project can move forward quickly.
Recommended Action:	Approve the Resolution
Fund Name:	Capital Improvement Trust
Account Number:	304.000.5408
Available Budget \$:	1,181,209.68

TTACHMENTS:		Roll Call	Aye	Nay
x Memo	Council Minutes	Mayor		
Staff Report	Proposed Ordinance	MSJeffrey		
Correspondence	Proposed Resolution	·		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	MSBrubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	MSKyser		
Consultant Report	Other		Passed	Failed

A RESOLUTION APPROVING A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR DEVELOPING A FACILITIES PLAN TO REHABILITATE TWO UPFLOW CLARIFIERS AT THE WATER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Public Utilities department intends to apply for State Revolving Fund ("SRF") financing to rehabilitate two up flow clarifiers at the water treatment plant; and

WHEREAS, a Facilities Plan must accompany the city's application for SRF financing; and

WHEREAS, attached hereto and incorporated herein is a Letter Agreement with a Jacobs Engineering Group Inc. ("Jacobs") for engineering services to develop a Facilities Plan for an amount not to exceed \$39,860.00.

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

RESOLVED this 19th day of January, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Jacobs

Stifel Tower 501 North Broadway St. Louis, Missouri 63102 United States T +1.314.335.4000 F +1.314.335.5104 F +1.314.335.5141 www.jacobs.com

December 21, 2020

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

Subject: Moberly WTP Clarifier Facility Plan 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 a Facility Plan for the rehabilitation of the Water Treatment Plant (WTP) Clarifiers to accompany funding applications. This Facility Plan will utilize information provided by the City on proposed rehabilitation scope, and add additional information required for SRF loan application and other potential funding sources.

SCOPE

- **Site Visit** Jacobs will observe the existing clarifiers and discuss rehabilitation scope with Water Treatment Plant personnel.
- **Facility Plan Preparation** Jacobs will perform the following tasks to prepare the Facility Plan:
 - 1. Introduction Provide basic information for the City of Moberly.
 - 2. Existing Facilities Outline pertinent water treatment facilities and capacities.
 - 3. **Description of Need** Develop a couple of paragraphs describing need for the clarifier rehab or replacement.
 - 4. **Design Criteria** Describe design criteria including:
 - Design Period 20 years
 - Existing population and 20-year projections
 - Present water consumption and projected demands
 - Existing source water supply and yield
 - 5. Alternative Evaluation with Economic Analysis Evaluation of two alternatives:
 - Rehabilitate Existing Clarifiers Develop scope and cost estimate. Known rehabilitation items include:
 - 1. Coating and concrete repair

#6.

#6.

Jacobs

December 21, 2020 Subject: Proposal for Engineering Services

- 2. Metal blasting and repainting
- 3. New bearings and other mechanical repairs
- 4. Replacement of sludge scraper
- 5. Replacement of sludge blowdown valve
- 6. Repair of sludge scraper plows
- Replace Existing Clarifiers with New Clarifiers Develop conceptual scope and cost estimate. New clarifiers will be of the same size and capacity of the existing clarifiers.
- 7. **Recommended Alternative** Describe recommended alternative, including economic and environmental considerations.
- 8. **Project Financing** Describe how the City will pay for the project and future O&M costs
- Facility Plan Finalization Jacobs will perform the following tasks to finalize the Facility Plan:
 - 1. Submit the requested number of copies of the draft report to the City for review, not to exceed 5 copies.
 - 2. Conduct a report review meeting via telephone to discuss the report and capture comments from the City.
 - 3. Based on the report review meeting, finalize the report. Submit the requested number of copies of the final report to the City, not to exceed 5 copies.
 - 4. Sign and Seal approved report for submittal to MDNR
- Address comments from MDNR– Jacobs will address review comments that do not require a significant scope change or additional study.

FEE PROPOSAL

Our proposed fee the work described herein is a lump sum cost of \$39,860. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

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. No hydraulic analysis will be performed as part of this report.
- 2. Design basis is to maintain current clarifier capacity.
- 3. Any additional studies or reexamination of alternatives required for clearance from state and federal agencies is not included in this scope and will require a change order.
- 4. Wetlands delineation and wetlands permitting services are not included in Jacobs' scope.





December 21, 2020 Subject: Proposal for Engineering Services

Moberly WTP Clarifier Facility Plan

#6.

- 5. Additional work created by funding sources is not included in Jacobs' scope.
- 6. Public meeting attendance and preparation is not included in Jacobs' scope.
- 7. Jacobs's scope does not include any additional efforts that may be necessary for a CATEX or FONSI determination at the discretion of MDNR.

This work will be performed under the Professional Services Agreement dated October 5, 2020. If you have any questions, please let me know. Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,

Jacobs Engineering Group, Inc.

Tobin Lichti, P.E. **Project Manager** 314.422.3336 tobin.lichti@jacobs.com

Agenda Item:	A Resolution Authorizing The City Manager To Enter Into An Agreement With L & J Development, Inc., For Remodeling Of The City Council Chambers.
Summary:	Council Chambers Renovation- As part of the CARES ACT Funding, the city applied for renovations to the Council Chambers. Unfortunately, we received the equipment upgrade for the chamber through Arts Appliance and Fusion Technology, but we were unsuccessful with the room renovation. The room renovation would have allowed the council chamber to build the room with the technology in the walls and remodel. If the council wants to move forward with the remodel, it needs to be done before technology is placed in the chamber. Depending on final design, we estimate the remodel to be around \$25,000 to \$40,000 that could be funded with received CARES Act Funding to the city. Some of the benefits to enclosing the council chamber are:
	Integrated Technology in the remodelBetter sound and video technology
	 Security for participants
	- Crowd and Attendance Control
	 Pandemic/Social Distancing Control Additional Meeting Space to spread out during business hours.
	The council decided to move this project forward at the December 7 th Council meeting. A final walk-through was performed on December 30 th . The total cost of \$49,920.15 from L and J Development was confirmed. Staff is requesting this purchase be made through the city's purchasing policy exemption of Section 2-435 (3) of the city code.
Recommended Action:	Approve this resolution
Fund Name:	General Fund/ City Hall Department
Account Number:	100.011.5300

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor MSJeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser		
Consultant Report	Other89		Passed	Failed

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH L & J DEVELOPMENT, INC., FOR REMODELING OF THE CITY COUNCIL CHAMBERS.

WHEREAS, city staff and the City Council desire to incorporate integrated technology for the council chambers into a remodeling of the city council chambers; and

WHEREAS, L & J Development, Inc., (L&J) and city staff collaborated to develop a chambers remodeling plan which includes updated technology, security, crowd and attendance control, social distancing and usable meeting space during business hours; and

WHEREAS, L&J has submitted a Fixed Price Contract (the "Contract"), attached hereto, to complete the remodeling for a sum of \$49,920.15; and

WHEREAS, the Contract has been approved by the City Manager through the informal bargaining process allowed by Section 2-435(3) of the City Code.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Contract and authorizes the City Manager to execute the Contract on behalf of the City.

RESOLVED this 19th day of January 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

FIXED PRICE CONTRACT

January 20, 2021

CONTRACTOR: L & J Development, Inc. 801 N Morley PO Box 715 Moberly, MO 65270 660-269-8008 660-269-8765 Fax www.ljdevelopment.com

OWNER:

City of Moberly 101 West Reed Street Moberly, MO 65270

PROJECT ADDRESS: City Hall – Council Chambers 101 West Reed Street Moberly, MO 65270

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this 20th day of January, 2021, by and between City of Moberly, (hereinafter referred to as "Owner"); and L & J Development, Inc., (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work, subject to the terms and conditions below:

II. GENERAL SCOPE OF WORK DESCRIPTION

Completing work for the Remodeling of the Council Chambers per the plans submitted by L&J Development on December 30, 2020 after reviewing the project with Brian Crane, Greg Hodge and Rick Ridgway of the City of Moberly. Other specifics are covered in the detailed estimate dated January 4, 2021 and both presented to the City Council on January 4, 2021. This job is below \$50,000 in value and does not require Prevailing Wage or Bonded.

(Additional Scope of Work page(s) attached: <u>XX</u> Yes <u>No</u>)

A. LUMP SUM PRICE FOR WORK DESCRIBED IN THE GENERAL SCOPE OF WORK DESCRIPTION \$49,920.15.

* This Agreement will expire 15 days after the date at the top of page one of this Agreement if not accepted in writing by Owner and returned to Contractor within that time.

III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE

A. EXCLUSIONS

1. PROJECT-SPECIFIC EXCLUSIONS:

This Agreement does not include labor or materials for the following work:

Contractor is not responsible for the installation of the Audio or Video Upgrades. City of Moberly has hired other Vendors to complete this work.

2. STANDARD EXCLUSIONS: Unless specifically included in the attached Proposal, this Agreement does not include labor or materials for the following work: Governmental permits and fees of any kind. Additional work required by governmental plan checkers on final "Red Lined" Job copy of plans that are yet to be issued. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final cleaning (Contractor will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy

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Owner

equipment is specified in Scope of Work section above). Public or private utility connection fees. Repair of damage to roadways, driveways, or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction. Cost of correcting/testing/ remediation mold/fungus/mildew and organic pathogens unless caused by the sole and active negligence of Contractor as a direct result of a construction defect that caused sudden and significant water infiltration into a part of the structure. Cost of removing ponding ground water or other unusual concealed site conditions during excavation. Extra costs associated with refusal of caisson drilling, cave-ins, etc.

B. DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION

Commence work: January 20, 2021. Construction time through substantial completion: Approximately 4-6 Weeks for the Remodeling dependent upon availability of the specialty products for this job, not including delays and adjustments for delays caused by: holidays; inclement weather; accidents; shortage of labor or materials; additional time required for Change Order and additional work; delays caused by Owner, Owner's design professionals, agents, and separate contractors; and other delays unavoidable or beyond the control of the Contractor.

C. CHARGES FOR ADDITIONAL WORK: CONCEALED CONDITIONS, DEVIATION FROM SCOPE OF WORK, AND CHANGES IN THE WORK

1. CONCEALED CONDITIONS: This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement is executed which were not visible at the time this Agreement was bid, Contractor will point out these concealed conditions to Owner, and these concealed conditions will be treated as Additional Work under this Agreement. Contractor and Owner may execute a Change Order for this Additional Work. Contractor is released, held harmless, and indemnified by Owner from all pre-existing mold, fungus, mildew, and organic pathogen problems and is not responsible for costs or damages associated with correcting, containing, testing, or remediating the same.

2. DEVIATION FROM SCOPE OF WORK: Any alteration or deviation from the Scope of Work referred to in this Agreement involving extra costs of materials or labor (including any changes in the Scope of Work required by Owner, Owner's agent, or governmental plan checkers or field building inspectors) will be treated as Additional Work under this Agreement resulting in an additional charge to Owner as set forth herein. Contractor and Owner may execute a Written Change Order for this Additional Work.

Any change orders will be signed by both parties before any work has begun. Depending on the Change Order, it will be billed either at cost plus or bid. All cost-plus change orders will be billed as follows: All cost from materials and Trade Contractors will be charged at cost plus 10.0% for Overhead and 10.0% for Profit and Labor will be at the appropriate rate per man hour.

Contractor to supervise, coordinate, and charge 10.0% for Overhead and 10.0% for Profit on the following: all Additional Work under this Agreement, Additional Work caused by concealed conditions.

3. RATES CHARGED FOR WORK COVERED IN A CHANGE ORDER PERFORMED BY THE TIME-AND-MATERIALS METHOD: Principals \$80.00 per hour; Foreman/Superintendent: \$65.00 per hour; Carpenters: \$52.50 per hour; Subcontractor: Amount charged by Subcontractor plus 10.0% for Overhead and 10.0% for Profit. Note: Contractor will charge 10.0% for Overhead and 10.0% for Profit on all work performed on a Time-and-Materials basis.

D. PAYMENT SCHEDULE AND PAYMENT TERMS

1. PAYMENT SCHEDULE:

Contract in the amount of **\$ 49,920.15**, with payments to be made as follows: Owner will pay builder in Monthly Installments based on Percentage of Completion of the Project. Monthly Invoices will be turned in to the City of Moberly by the 25th of each month and will be due within 30 days. Contractor understands that there will be a 5.0% Retainage withheld from each Payment. The Retainage will become due 30 days after Completion of the any Punchlist or when any Remaining Items have been finished.

* Interest in the amount of 0.75% per month will be charged on all late payments under this Agreement.

2. PAYMENT OF CHANGE ORDERS: Payment for CHANGE ORDERS will be handled in the same manner as the Original Contracted Amount.



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E. WARRANTY

Thank you for choosing our company to perform this work for you. Your satisfaction with our work is a high priority for us; however, not all possible complaints are covered by our warranty. Contractor does provide a limited warranty against material defects on all Contractor-supplied and subcontractor-supplied labor and materials used in this project for a period of one year following substantial completion of all work. This warranty covers normal usage only. You must contact the Contractor at the address on page one of this Agreement in writing for warranty service immediately upon discovering an item in need of warranty service. If the matter is urgent, you must also call the Contractor and send written notice of the need for warranty service. Additionally, Warranty does not cover damage/defects caused by Owner or Third Party.

No warranty is provided by Contractor on any materials furnished by the Owner for installation. One year after substantial completion of the project, the Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with the Contractor.

Repair of the following items and related damages of every kind are specifically excluded from Contractor's warranty: problems caused by lack of Owner maintenance; problems caused by Owner abuse, Owner misuse, vandalism, Owner modification, or alteration; and ordinary wear and tear. Damages resulting from mold, fungus, and other organic pathogens are excluded from this warranty unless caused by the negligence of contractor as a direct result of a construction defect which caused sudden and significant amounts of water infiltration into a part of the structure. Deviations that arise such as the minor cracking of concrete, stucco, and plaster; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight are all typical (not material) defects in construction and are strictly excluded from Contractor's warranty.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. SOME STATES RESTRICT LIMITATIONS ON VARIOUS WARRANTIES, AND SO A CONSUMER'S RIGHTS UNDER THIS WARRANTY MAY VARY. THIS LIMITED WARRANTY MAY NOT BE VERBALLY MODIFIED BY ANY PERSON. THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE WHERE THE WORK WAS PERFORMED.

F. WORK STOPPAGE AND TERMINATION OF CONTRACT FOR DEFAULT

Contractor shall have the right to stop all work on the project and keep the job idle if payments are not made to Contractor strictly in accordance with the Payment Schedule in this Agreement, or if Owner repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, the Contractor must give Owner written notice of the nature of Owner's material breach of this Agreement and must also give the Owner a 7-day period in which to cure this breach of contract. Owner to follow this same notice procedure with Contractor if Owner alleges Contractor is in material breach of this Agreement.

If work is stopped due to any of the above reasons (or for any other material breach of contract by Owner) for a period of 14 days, and the Owner has failed to take significant steps to cure his default, then Contractor may, without prejudicing any other remedies Contractor may have, give written notice of termination of the Agreement to Owner and demand payment for all completed work and materials ordered through the date of work stoppage, and any other reasonable loss sustained by Contractor. Thereafter, Contractor is relieved from all other contractual duties, including all unfinished items and the warranty of those unfinished items.

G. DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or related to this Agreement must be heard in the Randolph County Circuit Court. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and post-judgment interest at the legal rate.

This contract is governed by the laws of the State of Missouri.

H. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Owner that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Owner and Contractor.

tractor

Owner Owner

I. ADDITIONAL TERMS AND CONDITIONS

See page(s) attached: <u>XX</u> Yes <u>No</u>

- Copy of Proposal Dated January 4, 2021.
 Copy of Preliminary Plans dated December 30, 2020.

I have read and understood, and I agree to, all the terms and conditions contained in the Agreement above.

Contractor: L & J Development, Inc.

01/20/21 DATE

Lawrence, President Jeffre

Owner: City of Moberly, Missouri

DATE

Brian Crane, City Manager

ontractor

Owner

LCJ Development Inc

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

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Date: January 4, 2020

Materials Taxable: No

Project No. Not Assigned
Project: City of Moberly
101 West Reed
Moberly MO 65270
Council Chambers Renovation

Division Description Quanity Unit Sub-Totals Notes: 1.000 General Conditions 1.040 - Project Supervision 36 HR L&J Development Superintendent 1.060 - Permits Waived by the City of Moberly 1.700 - Clean-up Daily Cleaning and temp. walls 30 HR L&J Development Laborer's Supplies 1 LS Supplies - Walk off Mats and Plastic for Temp Walls 1.708 - Dumpster / Dump Fee 1 LS Advance Disposal Transfer Station Division 1.000 General Conditions Total: \$4,299.00 6.000 Wood & Plastics 6.100 - Misc. Wood Framing Lowe's or Moberly Lumber 2x6x14', No.2 2 EA Blocking for Door Installation Fasteners & Adhesives 1 LS Labor to Frame 6 HR L&J Development Labor to Install 6.440 - Wood Mouldings, oak paneling and chair rail LS Division 6.000 Wood & Plastics Total: \$4,321.08 7.000 Thermal & Moisture Protection 7.200 - Insulation Rock Wool (Fire Rated) 400 SF Wall - Sound Attention Batts Labor to Install 8 HR L&J Development Labor to Install Division 7.000 Thermal & Moisture Protection Total: \$681.60 8.000 Doors & Windows Negwer Materials 8.100 - Hollow Metal Doors & Frames HM-2 Frame (Interior) 16 Ga. Welded, Primed EA 4 Door Frames Labor to Install HR 4 L&J Development Labor to Install 8.250 - Interior Wood Doors Negwer Materials SCWD-1 30x70 - plain sliced oak 4 EA Door Slabs for Openings Labor to Install 4 HR L&J Development Labor to Install 8.400 - Alumn. Entrances & Storefront 1 LS JB's Glass for Storefront Wall and Doors Sub-Contract 3070 Interior Storefront Door Interior Storefront Installation of Bullet Resistant Film to Glass Addition of Bullet Resistant Film on Interior of Glass 1 LS

8.710 - Door Hardware				Negwer Materials
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	3			Door Knobs - Keyed to City's Request
ED-1 Panic (Light Traffic) Night Latch	1			
H-1 Hinges (Exterior)	12	-		1
CL-1 Closer - Negwer	4	-		
Labor to Install	8	B HR		L&J Development Labor to Install
Division 8 000	Doors & Windows	Total	· ¢19 477 02	
	Doors & Windows	lotai	. \$10,477.02	
9.000 Finishes				
9.100 - Metal Stud Framing				Negwer Materials
3 5/8", 20 ga.x 10' Metal Stud	80	EA		Wall Studs
3 5/8", 20 ga. Track (10' Pieces)	150	LF		
Fasteners	1	LS		
Labor to frame	40	HR		L&J Development Labor to Install
9.200 - Drywall				Marc Bales Construction
5/8" Gypsum	1200	SF		Drywall Materials
Ballistic panels for under council desk	1200	-		Drywall Materials
Fasteners	1 1	1000		
Labor to install ballistic panels	8	32/3		L&J Development Labor to Install
Labor to Hang & Tape	1200			Labor to Install and Finish
	1200	JF		
9.510 - Accoustical Panels				
24" accoustical panels around top of walls	1	LS		
Labor to Hang	20	HR		
9.651 - Rubber Base			_	
4" High Johnsonite	60	LF		
Price to demo and rebase rest of the chamber area		LF		Add \$759.50
				Add \$759.50
9.680 - Carpet				
Carpet Allowance	5	SY		Allowance for Carpet to repair steps
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	1300	SE		L&J Development Labor to Complete
Paint/Stain Interior Doors & Frames	3	-		Paint the Frames - Doors are Prefinished
		LA		
Divis	on 9.000 Finishes	Fotal:	\$18,604.76	
1.000 Equipment				
1.161 - 6' folding ramp	1	LS		Dell He Destable Desse for Her when
		1.5		Roll Up Portable Ramp for Use when Accessibility is needed. One person operation
Division 1	1.000 Equipment	rotal:	\$852.18	
6.000 Electrical				
.6.100 - Electrical				
install plugs per plan	1	LS		NEMO Electric to wire the project per the plan.
Division	16.000 Electrical 1	otal:	\$1,925.00	
Tota	l of Construction C	osts:	\$49,160.65	
1018				





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City of Moberly City Council Agenda Summary

Agenda Number:Department:City ClerkDate:January 19, 2021

Agenda Item:	A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.
Summary:	Appropriation Resolution.
Recommended Action:	Please approve this Resolution.
Fund Name:	N/A
Account Number:	N/A
Available Budget \$:	N/A

TACHMENTS:		Roll Call	Aye	Nay
_ Memo _ Staff Report	Council Minutes Proposed Ordinance	Mayor MS Jeffrey		
Correspondence Bid Tabulation	<u>x</u> Proposed Resolution <u>Attorney's Report</u>	Council Member		
P/C Recommendation	Petition	M S Brubaker		
_ P/C Minutes	Contract	M S Kimmons		
_ Application	Budget Amendment	M S Davis		
_ Citizen	Legal Notice	M S Kyser		
Consultant Report	Other		Passed	Failed

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A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF **MOBERLY, MISSOURI IN THE AMOUNT OF \$560,286.64.**

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the General Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$25,372.43.

SECTION 2: There is hereby appropriated out of the Payroll Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$3,379.10.

SECTION 3: There is hereby appropriated out of the Solid Waste Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$63,239.50.

SECTION 4: There is hereby appropriated out of the Parks and Recreation Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$26,096.36.

SECTION 5: There is hereby appropriated out of the Airport Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$1,614.42.

SECTION 6: There is hereby appropriated out of the Veteran Memorial Flag Project Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$978.19.

SECTION 7: There is hereby appropriated out of the Utilities OP & Maintenance Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$24,450.77.

SECTION 8: There is hereby appropriated out of the Capital Improvement Trust Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$117,245.88.

SECTION 9: There is hereby appropriated out of the ESP Projects Debt Service Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$135,340.85.

SECTION 10: There is hereby appropriated out of the Emergency Telephone Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$727.35.

SECTION 11: There is hereby appropriated out of the Transportation Trust Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$153,211.98.

SECTION 12: There is hereby appropriated out of the Street Improvement Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$4,647.56.

SECTION 13: There is hereby appropriated out of the Downtown CID Sales Tax Fund of the Treasury of the City of Moberly, Missouri to pay expenses due January 19, 2021 in the amount of \$3,982.25.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures. **RESOLVED** this 19th day of January 2021 by the Council of the City of Moberly, Missouri,

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

Treasurer, City of Moberly, Missouri

#8.

EXPENSES PAID JANUARY 5, 2021 - JANUARY 13, 2021 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE JANUARY 19, 2021 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$ 25,372.43
Payroll Fund	\$ 3,379.10
Solid Waste Fund	\$ 63,239.50
Parks and Recreation Fund	\$ 26,096.36
Airport Fund	\$ 1,614.42
Veteran Memorial Flag Project Fund	\$ 978.19
Utilities OP & Maintenance Fund	\$ 24,450.77
Capital Improvement Trust Fund	\$ 117,245.88
ESP Projects Debt Service Fund	\$ 135,340.85
Emergency Telephone Fund	\$ 727.35
Transportation Trust Fund	\$ 153,211.98
Street Improvement Fund	\$ 4,647.56
Downtown CID Sales Tax Fund	\$ 3,982.25

Total

\$ 560,286.64

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.

nm -

City Treasurer, City of Moberly, Missouri

1(13/2021

Date

ACCOUNTS PAYABLE CHECK REGISTER

#8.

	BANK# Check#	BANK NAME Date	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
	24	DISBURSEMENTS	5						
*	85449	Thru 85456	5	ADVANCED DISPOSAL - MACON ALTORFER INC AMAZON CAPITAL SERVICES AMEREN MISSOURI AFLAC GROUP INSURANCE APPLING LUCAS ARTDEP+BENTON AT&T 5011 AT&T AZAR PRINTING INC AZAVAR BOB'S TIRE, LLC BOGIE PUMP INC BOONE CONSTRUCTION CO BROWN SMITH WALLACE BROWNFIELD OIL CO INC CENTRAL MO CITY CLERKS FINANCE CHARITON VALLEY COMMUNICATIONS CONKLIN BILL CONLEY FOREST DO CONTROLLED AIRE LLC CORE & MAIN LP CRANE BRIAN CROWN POWER & EQUIPMENT					
	85457	1/13/2021	3055	ADVANCED DISPOSAL - MACON	66,874.81				
	85458	1/13/2021	1	ALTORFER INC	254.65				
	85459	1/13/2021	6120	AMAZON CAPITAL SERVICES	1,269.91				
	85460	1/13/2021	6	AMEREN MISSOURI	36.86				
	85461	1/13/2021	5	AFLAC GROUP INSURANCE	2,352.47				
	85462	1/13/2021	6320	APPLING LUCAS	1 250.00				
	85463	1/13/2021	30		1,250.00				
	00404	1/13/2021	4304		040.34 575 04				
	85466	1/13/2021	6318		1 560 00				
	85467	1/13/2021	6245	Δ7Δ\/ΔR	437 21				
	85468	1/13/2021	34	BOB'S TTRE LLC	567.00				
	85469	1/13/2021	35	BOGTE PUMP TNC	785.72				
	85470	1/13/2021	6313	BOONE CONSTRUCTION CO	300.00				
	85471	1/13/2021	5257	BROWN SMITH WALLACE	5,000.00				
	85472	1/13/2021	191	BROWNFIELD OIL CO INC	131.00				
	85473	1/13/2021	2301	CENTRAL MO CITY CLERKS FINANCE	15.00				
	85474	1/13/2021	598	CHARITON VALLEY COMMUNICATIONS	165.00				
	85475	1/13/2021	6314	CONKLIN BILL	178.97				
	85476	1/13/2021	3063	CONLEY FOREST DO	85.00				
	85477	1/13/2021	1110	CONTROLLED AIRE LLC	160.40				
	85478	1/13/2021	2645	CORE & MAIN LP	1,606.89				
	85479	1/13/2021	4673	CRANE BRIAN	23.09				
	85480	1/13/2021	6/8	CROWN POWER & EQUIPMENT	852.00				
	82481	1/13/2021	2913	CORE & MAIN LP CRANE BRIAN CROWN POWER & EQUIPMENT CULLIGAN WATER CONDITIONING DA-COM DECKER AARON DPC ENTERPRISES LP DRILL TECH DRILLING & SHORING EFEECTIVE COMMUNICATIONS INC	32.41				
		1/13/2021 1/13/2021	5001		200.00				
		1/13/2021	2806	DECKER AARON DEC ENTERDRISES I D	810 M				
		1/13/2021	6316	DRTLL TECH DRTLLING & SHORING	117.245.88				
		1/13/2021	6183	EFFECTIVE COMMUNICATIONS INC	153.00				
		1/13/2021		EMERGENCY MEDICAL PRODUCTS INC	186.89				
		1/13/2021		ENGINEERING SURVEYS & SERVICES	312.00				
		1/13/2021		FASTENAL COMPANY	.00			VOID:	
	85490	1/13/2021	3103	FASTENAL COMPANY	1,730.95				
		1/13/2021	5754	FIRST STATE COMMUNITY BANK	135,340.85				
		1/13/2021		FUSION TECHNOLOGY LLC	259.97				
		1/13/2021		GALLS LLC	53.60				
		1/13/2021		GREEN HILLS VET CLINIC LLC	2,021.27				
		1/13/2021		VICKY HARTZLER OFFICE SUP ACC	956.85				
		1/13/2021		HOPPER RAYANNA	100.00				
		1/13/2021		IDEXX DISTRIBUTION CORP	412.60				
		1/13/2021	761	SUMNER ONE	175.00 190.43				
		1/13/2021 1/13/2021		INOVATIA LABORATORIES LLC	585.00				
		1/13/2021		CHAPPYS, LLC	75.00				
		1/13/2021		JT HOLMAN CONSTRUCTION LLC	18,587.46				
		1/13/2021		KEY EQUIPMENT & SUPPLY CO.	1,189.68				
		1/13/2021		KNAPHEIDE TRUCK EQUIPMENT CENT	1,573.46				
		1/13/2021		LAND/CHARITON COUNTY CONCRETE	717.75				
		1/13/2021		LATSON DOROTHY	21.34				

ACCOUNTS PAYABLE CHECK REGISTER

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BANK# BANK NAME CHECK# DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON	FOR VOID	
85507 1/13/2021	1381 LEON UNIFORM COMPANY	95.00						
85508 1/13/2021 85509 1/13/2021	3015 LOWE'S HOME CENTERS, LLC 3015 LOWE'S HOME CENTERS, LLC 1598 MARK TWAIN REGIONAL COG 679 MARTECK	.00			VOID:			
85509 1/13/2021	3015 LOWE'S HOME CENTERS, LLC	283.82						
85510 1/13/2021	1598 MARK TWAIN REGIONAL COG	18,360.00						
000011 1/10/2021	679 MARTECK	322.57						
85512 1/13/2021	2717 MATHESON TRI GAS INC	153.14						
85513 1/13/2021	5239 MISSOURI DEPART OF REV 3375	561.56						
85514 1/13/2021	834 MISSOURI STATE HIGHWAY PATROL	210.00						
85515 1/13/2021	2717 MATHEON TRI GAS INC 2717 MATHESON TRI GAS INC 5239 MISSOURI DEPART OF REV 3375 834 MISSOURI STATE HIGHWAY PATROL 3041 MO ONE CALL SYSTEM INC 2295 MO PST INSURANCE FUND	289.80						
85516 1/13/2021	2295 MO PST INSURANCE FUND	225.00						
85517 1/13/2021	1839 MO STATE AGENCY SURPLUS	196.00						
85518 1/13/2021	2740 MOBERLY AREA CHAMBER OF COMMER	3,598.65						
85519 1/13/2021	1921 MUBERLY LUMBER INC	895.67						
85520 1/13/2021	1935 MUBERLY MUNITUR INDEX	300.00						
85521 1/13/2021 85522 1/13/2021	2007 MOREDIV DEADV MTY	43.00						
85523 1/13/2021	2789 MISSOURT PURITC HITLITY ALLIAN	4 070 00						
85524 1/13/2021	4906 MUTTER FARMS LLC	1 334 90						
85525 1/13/2021	1604 NAPA AUTO PARTS OF MOBERLY	1,00			VOID:			
85526 1/13/2021	1604 NAPA AUTO PARTS OF MOBERLY	1.385.90			10101			
85527 1/13/2021	2152 NEMO ELECTRIC CO INC	750.00						
85528 1/13/2021	3079 NEWMAN COMLEY & RUTH PC	882.50						
85529 1/13/2021	2865 NEWMAN SIGNS INC	184.27						
85530 1/13/2021	2299 O'REILLY AUTOMOTIVE STORES INC	451.68						
85531 1/13/2021	2166 PERSONNEL EVALUATION INC	40.00						
85532 1/13/2021	2295 MU PST INSURANCE PUND 1839 MO STATE AGENCY SURPLUS 2740 MOBERLY AREA CHAMBER OF COMMER 1921 MOBERLY LUMBER INC 1935 MOBERLY MONITOR INDEX 1954 MOBERLY MOTOR COMPANY 2907 MOBERLY READY MIX 2789 MISSOURI PUBLIC UTILITY ALLIAN 4906 MUTTER FARMS LLC 1604 NAPA AUTO PARTS OF MOBERLY 1604 NAPA AUTO PARTS OF MOBERLY 1604 NAPA AUTO PARTS OF MOBERLY 2152 NEMO ELECTRIC CO INC 3079 NEWMAN COMLEY & RUTH PC 2865 NEWMAN SIGNS INC 2299 O'REILLY AUTOMOTIVE STORES INC 2166 PERSONNEL EVALUATION INC 5727 PEST PRO SOLUTIONS INC 2596 PLUMB SUPPLY COMPANY-MOB 5829 Q SECURITY SOLUTIONS 415 RANDOLPH AREA YMCA 6317 ROARK LAWNCARE LLC 5218 RSINET 2752 LARIMER DAN 6118 S&A EQUIPMENT AND BUILDERS 2600 SAFE PASSAGE	155.00						
85533 1/13/2021	2596 PLUMB SUPPLY COMPANY-MOB	37.92						
85534 1/13/2021	5829 Q SECURITY SOLUTIONS	198.00						
85535 1/13/2021	415 KANDULPH AKEA YMCA	711.00						
85536 1/13/2021	6317 KUAKK LAWINCAKE LLC	300.00						
85537 1/13/2021 85538 1/13/2021	JZIO KJINEL 2752 LARTMER DAN	850.00						
85539 1/13/2021	6118 S&A FOUTPMENT AND BUTLDERS	134 092 04						
85540 1/13/2021	2600 SAFE PASSAGE	72.00						
85541 1/13/2021	2052 SAFETY FIRE PRODUCTS LLC	107.50						
85542 1/13/2021	3014 SAM'S CLUB	479.68						
85543 1/13/2021	260 SURVEYING & MAPPING LLC	3,880.00						
85544 1/13/2021	995 SCHUMANN CHARLES	100.00						
85545 1/13/2021	6315 SERIO BELVA MCCORMICK	2,405.00						
85546 1/13/2021	4641 SHANE'S DJ & PHOTOGRAPHY SERV	300.00						
85547 1/13/2021	3069 SMITH FERTILIZER & GRAIN INC	2,164.22						
85548 1/13/2021	5639 SOCKET	.00			VOID:			
85549 1/13/2021	5639 SOCKET	2,403.37			VOTD.			
85550 1/13/2021	5700 STAPLES 5700 STAPLES	.00 962.23			VOID:			
85551 1/13/2021 85552 1/13/2021	4768 STARFISH AQUATICS INSTITUTE	948.00						
85553 1/13/2021	5758 STARGUARD ELITE LLC	350.00						
85554 1/13/2021	4223 TOOLS PLUS INDUSTRIES LLC	212.83						
85555 1/13/2021	2646 VALIC	992.00						
85556 1/13/2021	5019 VENDOR REGISTRY, INC	250.00						
85557 1/13/2021	5800 VERIZON CONNECT NWF INC	19.19						
85558 1/13/2021	2656 WESTLAKE HARDWARE	.00			VOID:			
85559 1/13/2021	2656 WESTLAKE HARDWARE	.00			VOID:			

APCHCKRP 12.08.20

City of Moberly MO

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ACCOUNTS PAYABLE CHECK REGISTER

#8.

BANK# BANK NAME CHECK# DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED MANUAL	VOID REASON FOR	R VOID
the second se	1 2656 WESTLAKE HARDWARE 1 2658 WILLIS BROS INC	483.41 3,000.00			
* See Check Summary	v below for detail on gaps and checks	from other modules.			
	BANK TOTALS: OUTSTANDING CLEARED	560,286.64 .00			
	BANK 24 TOTAL	560,286.64			
	VOIDED	.00			
	FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
	100 GENERAL FUND 105 PAYROLL FUND 110 SOLID WASTE FUND 115 PARKS & RECREATION FUND 120 AIRPORT FUND 140 VETERAN MEMORIAL FLAG PF 301 UTILITIES OP & MAINT	3,379.10 63,239.50 26,096.36 1,614.42 83 978.19	25,372.43 3,379.10 63,239.50 26,096.36 1,614.42 978.19 24,450.77	.00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00
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APCHCKRP 12.08.20

City of Moberly MO

304 CAPITAL IMPROVEMENT TRUST

381 ESP PROJECTS DEBT SERVICE

400 EMERGENCY TELEPHONE FUND

600 TRANSPORTATION TRUST FUND

601 STREET IMPROVEMENT FUND

911 DOWNTOWN CID SALES TAX

OPER: CW

104

ACCOUNTS PAYABLE CHECK REGISTER *** CHECK SUMMARY ***

#8.

BANK# BANK NAME CHECK# DESCRIPTION	
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24 DISBURSEMENTS

85449 Thru 85456 Utility Billing Checks 85457 Thru 85561 Accounts Payable Checks

Agenda Item:	Department Head Monthly Reports
Summary:	Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce. These are for you to review on the activity that each Department has accomplished for the Month December.
Recommended Action:	Just for your review
Fund Name:	N/A
Account Number:	N/A
Available Budget \$:	N/A

TACHMENTS:		Roll Call	Aye	Nay
_ Memo _ Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor MS Jeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
 Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser		
Consultant Report	Other		Passed	Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

December 2020

A. **PROJECTS**

Community Development

Housing Study – As you will note in the figures from the Code Enforcement office, new house construction permits were at 43 in 2020. This is around double of our typical years. Much of that can be attributed to the infill housing that is happening. As you may recall from the Housing study by Caplan & Associates, they projected that we would need 400 houses over the next 10 years, or 40 houses a year. I was skeptical that we would be able to achieve that, but I am happy to report that it was surpassed.

I am hopeful that the as housing starts to fill in at Southridge we will see more progress there and with the active demolition program opening more potential infill lot, that that trend will continue.

Fennel Complex – Not a lot of activity on this property in December as Richard's hours were close to used up for the year. He completed some tuckpointing and changed out some second floor, floor joists in preparation for the installation of garage doors on the building later in January by Glenn's. We hope to have them all in by the end of January and I will continue to work on solutions to get windows in the building. 44 windows on Fennel alone is a substantial number of windows. Having them in place and completing tuckpointing of the building this summer will have the building ready to fully market as a blank canvas for a wide variety of uses.

Police are in the pro auto building and it has given them plenty of room to get their vehicles under roof, which is a great improvement for them, especially in the snowy & icy weather.

Demolition Grant – Holman Excavation has completed 18 of 23 houses that were scheduled for this first round of properties. He is a little past his deadline, but has had a few issues, but is staying on them and should be done mid-January. They had some high wind days that are not conducive to be tearing down houses with the blowing materials and dust, in addition, they have had two houses that gas mains were not disconnected by Ameren, even though we had given them the full list and they had indicated they were. Recently, one of the contractor's haul trucks ran off the road and was totaled with a load of debris. No one was seriously injured, however it certainly slowed down production, but they are still making adequate progress.

The second round of demolitions are out to bid, we have 30 houses in this second round with contractor walk-thru scheduled for Jan. 20th and bid opening on Jan. 27th. We anticipate more bidders in this coming round, however the bids we received for the first round were very good.

Plan Review meeting – James & John O'Laughlin are requesting a lot split of an approximate 30-acre parcel to develop a second single family residence. Currently, James owns the entire property and has a single-family home on the South half (1525 South Williams St.). John is proposing to split off the North 16 acres and build a new house there. We have discussed that if they ever want to do any further breaking up of the property that they will have to complete a plat and go through P&Z with that process, however the lot split would be adequate for what they are requesting. There is a significant drainage channel that comes from the property East of S. Williams that flows through the divide of this property. I had suggested that they consider a detention basin on their property to slow current/future water flow. This was brought up at the plan review meeting and recommended that the City review the area to see if arrangements could be made at this time in for a future detention on their property via an easement or acquisition.

Public Works

South Morley Study/Grants – I met with Bartlett & West recently to review the South Morley corridor as to what all we wanted to include in the study, what information they would need and how to break it up. The goal is to have components of the final plan that we can pick off with grants as they become available. MoDOT will be completing an overlay of all of S. Morley around summer 2022. We are trying to apply for some cost share funds to do a third lane widening project from Rollins to Carpenter at that time and take advantage of their paving efforts. Carpenter is the end of curb and gutter along Morley, so once it gets South of there, we will have to look at reprofiling the road, which is going to be considerably more money. Phase we are talking about currently is a third lane, sidewalks and drainage from Carpenter to McKinsey and then same from McKinsey to Rt. M/Urbandale. That is a long stretch that may have to get chopped up more down the road. Ultimately, we would like to see a round-a-bout or other intersection improvement at Rt. M & Bus. 63.

Morley/24 sidewalk project – We recently completed a full walk-thru of the project to as substantial completion was achieved on Dec. 31^{st} . There will still be much discussion with MoDOT, Bartlett & West, the City and the contractor (S&A) as to the details. The contractor is requesting additional time, expense, etc. However, at this time, the City is firm on applying Liquidated Damages of \$1,100/day between the agreed upon revised end date of Nov. 20^{th} – Dec. 31^{st} . This would result in LD of approximately \$46,200. The contractor has submitted another pay request for slightly over \$100K, but that would take what we would eventually owe on the contract to less than the \$46,200K we believe are not due as a result of their extensive time overrun. As a result, we are withholding \$20K at this time from the pay request, based on the engineer's figures. I have informed Randall about this, and he agreed with our decision.

There is still much clean up, stripe work, and several punch list items, however the sidewalk and drive approaches are constructed properly and do afford the full ADA accessible sidewalks throughout the route as planned. I am satisfied that the end product will not only be functionable, but an aesthetic improvement.

Rt. EE/E. Rollins Sidewalks – I had recently discovered that MoDOT was planning to complete sidewalk improvements to the North side of EE in town between Oakland Cemetery and Ault Street. Bartlett & West was contracted by MoDOT to do the engineering for the work. When I found out I contacted Brian Untiedt of MoDOT to inquired why they were not doing the South side. He said that their survey team is saying that the South r/w is not theirs, but the City's.

I asked the clerk to look for the original agreement and found one between the Hwy Commission and the City from 1967 where the City and MoDOT purchased r/w (50/50) on the North side for the EE widening/expansion. In reading the agreement, it stated that the Hwy Commission would maintain any new infrastructure that was constructed, except water, sanitary sewer and storm lines, except storm lines that were created exclusively for the new roadway. Nowhere in there does it exclude sidewalks, therefore they should be MoDOT's responsibility. MoDOT is now claiming that sidewalks on the South side of Rollins were pre-existing and are in r/w that is owned by the City. I haven't found a way to determine if that is accurate or not, but I can't see how MoDOT can construct a new roadway and only be responsible for property that is deeded to them. Whenever the City constructs a road, Terrill Road for example, we take over sole responsibility for the r/w. It should be the same for MoDOT.

There are numerous old agreements with MoDOT for EE, M and bus. 63 that are outdated and vague. I am meeting with Brian again with the hopes that we can develop new agreements that clearly define each entities responsibility. My goal would be to get away from shared responsibility in specific areas. Make all the r/w withing a specific area one gr_{108} r the others.
TAP Funding for EE/Rollins S. sidewalk – Due to the poor clarity and lack of information as to what all occurred in the late 60's, I am working to get MoDOT to pay for the engineering of the sidewalks on the South side and have the City try to acquire TAP funding that would cover 80% of the costs to construct new sidewalks on the South side. If successful, the City would be responsible for 20% of the construction cost. I think this would be a good meet in the middle proposal, if MoDOT will go along with that and we are successful with the TAP app. We are proceeding with the application at this time in a format that would have MoDOT covering design and construction oversight as they would be doing the North sidewalks anyhow.

PR/Communications/Grant Specialist – Emily Goyea-Furlong – Dec. Monthly Report

- Manage all City of Moberly social media accounts, City's website
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural project on Fennell/JT Cross Building
- attended bi-weekly City Council meetings.
- Virtually attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition.
- Attended statewide COVID-19 coalition weekly meetings.
- Administering glass recycling grant.
 - tracking inappropriate dumping
 - working with other communities to allow usage of our bunker
 - o discussion regarding possible grant funding for a new loader at transfer station
 - quarterly report to indicate amount of diversion
- Correspondence with Omar Bradley EAA Chapter
 - Coordinating December EAA meeting
 - Updated EAA membership and chapter renewal
- Photographed community projects.
- Monitored, recorded and posted demos on social media
 - Communicated with Mark Twain Regional Council of Governments regarding progress.
- Worked with Carla on continuing to administer demo grant.
- Continued work on adding Moberly events to the Missouri Bicentennial book
- Address community members concerns/complaints received via website.
- Compiling information regarding downtown economic data/investment
- Meetings, and obtaining bids, for pigeon control in downtown area.
- Discussion on creating a boards and commission packet

<u>Cemetery Department</u>

There was one (1) grave lots sold; seven (7) graves opened; and one (1) monument permits sold during the month of December.

B. <u>Planning & Zoning Commission</u>

The Planning and Zoning Commission for the City of Moberly held no meeting in December.

C. <u>Code Enforcement</u>

Code Enforcement – As we continue thought he winter months without grass growing and construction typically slows down, it's a good time to look at the community closely and start addressing lingering issues with property owners to they can prepare to address them in Spring/Summer. With the street/water project 109 Garfield/Harrison last year, we want to try

and get that neighborhood addressed. Code office have been pushing some of the problem houses in that area and will likely lead to the condemnation of a few and abatement of others.

I also want to target specific issues, for example, as you drive through alleys, there are numerous old sheds around town that are falling in. On top of being an eyesore, these are frequently harboring for cats and other animals. In the past we have went through the condemnation process, however, we are going to work with Randall and try to use our abatement ordinance as these are not residences and in their condition are nuisance debris.

Abatements – These have been struggling as we have not had the inmates now for some time. Without them, we don't have the ability to drop everything with our remaining staff for days at a time and complete the abatements, and we don't have the funding to hire the work done. The abatement money comes from the same pool as demolition funds and we need all of that to complete the CDBG grant project. Our goal is to have several lined up, and have funding set up to complete dozens of abatements shortly after the new fiscal year in July/Aug.

Month of December: Rick

- Completed 14 building inspections.
- Inspections continue on Plumrose facility.
- Demolition inspections for the demo grant program.
- Housing report for Census, 43 new single-family residence total value of \$6,820,000.00.
- Ordered and picked up plywood for council chambers mural.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of December: Karen

- 80 occupancy inspections and re-inspections.
- Returned phone calls.
- Covid-19 took inspections to a whole new level. I was as safe as I could be and did not get it.
- Most folks had a longer than normal wait for supplies this year and this slowed down progress toward completion.
- As with everybody I'm looking forward to 2021 and hoping we can put this behind us and return to normal routines.

Month of December: Aaron

- December 2020 brought a close to the year and hopefully a future that is safe and busy. The end of the year tasks and staying up on inspections has kept the month busy. Plumrose enclosed the building further and nearly finished the pouring of the floor inside. Several residential contractors began projects and pushed to get others far enough along to avoid the tolls of winter. Overall, it was a very busy year residentially for Single/Two-family homes with 43 permits issued and 35-38 of those completed. This is the most permits we have issued in a single year since I began in 2017. There were several things that happened in the Historic District over the year, a long list of dedication to improving the district from the property owners and several exciting events. It also appears that business license applications have begun to rise again, hopefully a sign of the rebounding economy
- Specifically in the month of December we saw the opening of Guides and Vibes in the downtown district, progress with B&D Lock and Key and their exterior repairs through choosing a contractor for the repairs, several phone conversations with prospective businesses inquiring about zoning lots and site plan requirements the or may not be pursued by the individuals. New occupancy inspection was done at Bob's not a Tax and Accounting office. Two

meetings were had with Moberly Inn about their progress. It was advised that they review their drawings that they submitted and then we visit again. I have not heard back from them since.

• We executed an abatement on signs on Terrill Rd as well as removing 18 total 4sq ft advertising signs from the right of way for a specific business in town that did not have permission or permits to put them up. We also posted three major abatements of which all three made substantial cleanup and we held off for review in January 2021. Rounding out the month of December, several days of online MIRMA and Social Media training occurred.

Man-Hours Allocated by Task, Mate	erials Use	d & Pu	rchased -	Month &	z Year
MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	2	0	3	0	\$0.00
Sand, Salt, & Geomelt Mixing	16	0	0	90	\$0.00
Tub Grinder Operation	197	0	0	0	\$0.00
Winter Weather Equipment Preparations	160	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	239	0	124	0	\$0.00
Catch Basin Maintenance	0	0	0	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	8	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	19	0	0	11	\$0.00
Ice & Snow Removal	94	0	29	63	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	8	0	4	0	\$0.00
Street Repair & Maintenance	88	0	0	18.5	\$0.00
Street Sign Maintenance	24	0	0	0	\$0.00
Street Sweeper Operation	118	0	33	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	8	0	2	0	\$0.00
Weedeating & Brush Removal, Streets	96	0	13	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0		0	\$0.00

City of Moberly - Street Department

MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	0	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	31	0	0	0	\$0.00
Sidewalk Maintenance	0	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	14	0	33	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAIN	NTENAI	NCE			
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	28	0	0	0	\$0.00
Building Maintenance	57	0	0	0	\$0.00
Cemetery Maintenance	152	0	0	0	\$0.00
Grounds Maintenance	4	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	54	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00
MATERIALS PURCHASED		1	<u> </u>	I	
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED				1	
	Units	Hours			
Routine Service	9	22			
Maintenance And Repair	18	68			

City of Moberly!

То:	Moberly City Council; Brian Crane, City Manager
From:	Greg Hodge, Director of Finance
Subject:	Monthly Report – December 2020

General Information

- Sales and use tax revenues, although down slightly this month, remain well ahead of last year.
- Marva, Matt ,and I spent a good portion of December working on the transition to the new structure of the health plan. There were multiple long telephone calls and Zoom meetings to discuss options and review the changes, but we got everything in place in time. Testing showed everything to be working properly, so I am confident there will be only minimal hiccups in January. We ended up having 27 participants in the High Deductible Health Plan (HDHP), which is what we anticipated.
- The transition to Caselle should become actual activity during January. Matt and I spent considerable time pulling data from SimpleCity and putting it into a usable format for the Caselle staff. I am anxious to get this ball rolling!
- The holidays gave us a chance for a little down-time, which was greatly appreciated and much needed.
 The days that we worked we were able to get a considerable amount of work done on projects we haven't been able to address during "normal" working periods.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+9.02%	Parks	+9.28%	Capital Improvement	+9.28%
Transportation	+9.29%	Use Tax	+19.90%	Downtown CID	-2.25%
Health claims	\$114,492.45		ee Health Inst rmaceutical clai		
Contribution This Ma		Insurance B		<u>tems (***.***.5103)</u>	Demesising

Contribution This Month	Contributions YTD	Budget	Remaining
\$117,824.85	\$696,689.96	\$1,571,565.88	\$874,875.92

Health Trust Fund Cash Balance

		Bulunoc			1		
	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18
August	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19
September	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40
October	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42
December	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69
January	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	
February	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	
March	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	
Мау	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	
June	\$911,402.69	\$1,000,000.00	\$807,724.83	\$560163.71	\$512,223.04	\$360,812.59	

TO THE HONORABLE MAYOR

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and

CITY COUNCIL

of the

CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of

December 2020

Gregory L. Hodge, City Treasurer

	City o	f Moberly Cash	Balance Rep	oort - Decem	ber 2020		#9.
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	647,449.52	1,062,504.50	-	661,056.98	20,833.33	1,028,063.71
102	Non-Resident Lodging Tax	160,880.54	7,605.27	-	750.00	-	167,735.81
105	Payroll	537,729.90	31.62	-	(11,138.67)	-	548,900.19
110	Solid Waste	624,851.63	90,534.26	-	77,988.87	-	637,397.02
114	Heritage Hills Golf Course	-	-	127,704.35	127,704.35	-	-
115	Parks and Recreation	14,490.50	95,036.05	43,785.84	139,833.05	-	13,479.34
116	Park Sales Tax	469,483.22	124,304.23	-	-	171,490.19	422,297.26
120	Airport	(77,600.73)	21,477.32	-	177,553.82	-	(233,677.23)
125	Perpetual Care Cemetery Sales	18,061.23	1,000.00	-	_	-	19,061.23
126	Perpetual Care Cemetery Investment	474,154.59	28.94	-	-	-	474,183.53
137	Use Tax Trust	248,722.89	14.63	-	-	-	248,737.52
140	Veterans Memorial Flag Project	41,581.05	1,352.44	-	-	-	42,933.49
141	Community Betterment	4,862.59	-	-	-	-	4,862.59
300	Utilities Collection	-	524,848.46	-	22,147.54	502,700.92	-
301	Utilities Operation and Maintenance	59,859.68	-	316,441.84	316,441.84	-	59,859.68
302	Utilities Replacement	677,042.58	-	4,125.00	-	-	681,167.58
303	Utilities Operating Reserve	1,595,078.04	137.13	70,281.50	23,954.79	-	1,641,541.88
306	Utilities Consumer Security	203,622.64	-	-	298.59	-	203,324.05
307	Sugar Creek Lake Fund	58,298.02	268.43	-	-	-	58,566.45
377	2004B SRF Bonds Debt Service	1,100,133.34	64.69	43,150.05	37,900.15	-	1,105,447.93
378	2006A SRF Bonds Debt Service	1,587,780.35	93.37	36,862.81	27,657.96	-	1,597,078.57
379	2004C Bond Debt Service	88,423.61	5.20	29,710.00	26,187.97	-	91,950.84
380	2008A Bonds Debt Service	49,921.60	2.93	15,133.02	-	-	65,057.55
381	ESP Projects Debt Service	143,149.46	-	31,839.72	-	-	174,989.18
Escrov	V	1,016,643.73	1,215.93				1,017,859.66
Total C	CWWSS (funds 300-381 + escrow)	6,579,953.05	526,636.14	547,543.94	454,588.84	502,700.92	6,696,843.37
304	Capital Improvement Trust	1,211,112.19	114,780.49	-	1,963.50	58,287.46	1,265,641.72

	City o	f Moberly Cash	Balance Re	oort - Decem	ber 2020		#9.
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	133,530.21	16,563.30	20,833.33	42,348.66	-	128,578.18
406	Inmate Security Fund	13,607.94	58.80	-	-	-	13,666.74
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	523,295.43	123,097.47	-	343,257.66	-	303,135.24
601	Street Improvement	295,940.93	31,816.74	-	10,884.39	-	316,873.28
900	MODAG Grant/Loan	21,790.12	1.28	-		-	21,791.40
901	Misc. Project Residuals	150,049.20	8.82	-		-	150,058.02
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	ICSC/Buxton Scholarship	11,625.65	0.68	-	-	-	11,626.33
908	Railcar Preservation Fund	587.38	0.03	-	-	-	587.41
909	Lucille Manor CDBG Reimbursement	216,983.19	1,914.86	-	-	-	218,898.05
911	Downtown CID Sales Tax	43,396.12	5,965.07	-	11,990.98	-	37,370.21
912	Downtown CID Property Tax	216,274.54	35,730.65	-	9,700.00	879.40	241,425.79
914	Downtown NID Cost of Issuance	46,000.00	-	-	-	-	46,000.00
915	Downtown NID Street Projects	137,005.59	-	I	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	28,647.68	-	14,323.84	-	-	42,971.52
995	Health Trust	359,913.42	170,568.43		189,201.16	-	341,280.69
995	Investments	-	-	-	-	-	-
Total H	lealth Trust	359,913.42	170,568.43	-	189,201.16	-	341,280.69
Total Ca	sh	15,328,364.57	2,431,032.02	754,191.30	2,237,683.59	754,191.30	15,521,713.00
Less E	scrow Accounts	(1,016,643.73)					(1,016,643.73)
Less In	vestments	-					-
Net C	Cash per Bank Cash Report	14,311,720.84	2,431,032.02	754,191.30	2,237,683.59	754,191.30	14,505,069.27

City of Moberly Budget Comparison Report - December 2020

105Payroll110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer		Month 1,062,504.50 7,605.27 31.62	Revenu Year to Date 4,045,623.14 51,182.17	Total Budget 7,971,000.94	% of Budget 50.75%	Month	Expenditu Year to Date	ures Total Budget	% of Budget
100General102Non-Resident105Payroll110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer	s Golf Course	1,062,504.50 7,605.27 31.62	4,045,623.14	7,971,000.94	Budget		Year to Date	Total Budget	
100General102Non-Resident105Payroll110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer	s Golf Course	1,062,504.50 7,605.27 31.62	4,045,623.14	7,971,000.94			Year to Date	Total Budget	Budget
102Non-Resident105Payroll110Solid Waste110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer	s Golf Course	7,605.27 31.62		, ,	50 75%				
105Payroll110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer	s Golf Course	31.62	51,182.17			661,067.85	4,122,789.53	7,971,000.94	
110Solid Waste114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer				93,800.00		750.00	38,745.57	93,800.00	
114Heritage Hills115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer		00 504 00	202.61	0.00	0.00%	-11,565.67	-7,411.68	0.00	
115Parks and Re116Park Sales Ta120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer		90,534.26	544,305.00	1,075,500.00	50.61%	77,929.71	504,213.13	1,053,050.25	47.88%
116Park Sales Tail120Airport125Perpetual Cail126Perpetual Cail140Veterans Merican		127,704.35	298,024.43	245,000.00	121.64%	127,704.35	298,024.43	245,000.00	121.64%
120Airport125Perpetual Ca126Perpetual Ca140Veterans Mer	ecreation	138,821.89	787,240.91	1,849,358.68	42.57%	138,821.89	787,240.91	1,849,358.68	42.57%
125Perpetual Ca126Perpetual Ca140Veterans Mer	ax	124,304.23	721,509.52	1,235,750.00	58.39%	171,490.19	808,760.28	1,232,058.68	65.64%
126Perpetual Ca140Veterans Mer		21,477.32	374,553.57	6,718,363.61	5.58%	177,553.82	450,335.34	6,718,363.61	6.70%
140 Veterans Mer	are Cemetery Sales	1,000.00	12,000.00	20,000.00	60.00%	0.00	0.00	20,000.00	0.00%
	are Cemetery Investment	28.94	183.53	24,750.00	0.74%	0.00	0.00	4,750.00	0.00%
	morial Flag Project	1,352.44	3,015.38	3,450.00	87.40%	0.00	98.50	2,500.00	3.94%
300 Utilities Collect	ection	524,848.46	3,169,492.68	5,901,662.80	53.71%	527,176.06	3,169,955.15	5,901,662.80	53.71%
301 Utilities Opera	ation and Maintenance	316,441.84	1,705,411.47	4,314,196.79	39.53%	316,441.84	1,705,411.47	4,314,196.79	39.53%
302 Utilities Repla	acement	4,125.00	24,750.00	49,000.00	50.51%	0.00	0.00	0.00	0.00%
303 Utilities Opera	ating Reserve	70,418.63	666,795.52	269,817.91	247.13%	23,954.79	184,364.69	174,206.14	105.83%
304 Capital Impro	ovement Trust	114,780.49	659,382.53	1,140,750.00	57.80%	60,250.96	507,832.28	1,942,141.24	26.15%
307 Sugar Creek	Lake Fund	268.43	1,379.27	1,400.00	98.52%	0.00	0.00	0.00	0.00%
377 2004B SRF E	Bonds Debt Service	43,214.74	259,308.59	528,800.60	49.04%	37,900.15	227,665.45	471,818.75	48.25%
378 2006A SRF E	Bonds Debt Service	36,956.18	221,765.07	457,353.72	48.49%	27,657.96	176,656.98	403,412.50	43.79%
379 2004C Bond	Debt Service	29,715.20	178,289.94	357,070.00	49.93%	26,187.97	157,398.38	325,200.00	48.40%
380 2008A Bonds	s Debt Service	15,135.95	90,819.63	182,146.24	49.86%	0.00	76,890.18	165,769.30	46.38%
381 ESP Projects	s Debt Service	31,839.72	209,690.97	0.00	0.00%	0.00	31,044.98	0.00	0.00%
400 911 Emergen	ncy Telephone	37,396.63	366,466.11	582,050.00	62.96%	42,348.66	258,231.83	566,908.93	45.55%
406 Inmate Secur		58.80	311.56	1,300.00	23.97%	0.00	0.00	0.00	0.00%
600 Transportatio	on Trust	123,097.47	1,580,879.27	2,462,350.00	64.20%	343,257.66	2,811,231.49	2,969,600.00	94.67%
601 Street Improv	vement	31,816.74	199,740.66	390,000.00	51.22%	10,884.39	517,631.28	605,850.00	85.44%
903 Ameren MO	<u> </u>	0.00							
904 Hometown St	Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%

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City of Moberly Budget Comparison Report - December 2020

				Percentag	je of Year	Completed			50.00%
			Reven	ues			Expendit	ures	
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
905	ICSC/Buxton Scholarship	0.68	5,003.76	0.00	0.00%	0.00	0.00	0.00	0.00%
908	Railcar Preservation Fund	0.03	0.22	0.00	0.00%	0.00	0.00	0.00	0.00%
909	Lucille Manor CDBG Reimbursement	1,914.86	11,492.32	24,825.20	46.29%	0.00	0.00	0.00	0.00%
911	Downtown CID Sales Tax	5,965.07	27,893.27	56,500.00	49.37%	11,990.98	18,709.78	56,000.00	33.41%
912	Downtown CID Property Tax	35,730.65	60,838.19	271,000.00	22.45%	10,579.40	33,787.70	269,500.00	12.54%
914	Downtown NID Cost of Issuance	0.00	46,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%
915	Downtown NID Street Projects	0.00	137,005.59	0.00	0.00%	0.00	0.00	0.00	0.00%
916	Downtown NID Sewer Projects	0.00	1,516,994.41	0.00	0.00%	0.00	0.00	0.00	0.00%
918	Downtown NID Debt Service	14,323.84	42,971.52	0.00	0.00%	0.00	0.00	0.00	0.00%
995	Health Trust	170,568.43	861,013.95	0.00	0.00%	189,201.16	880,545.85	0.00	0.00%
TOTALS	3	3,183,982.66	19,171,536.76	36,227,196.49	52.92%	2,971,584.12	17,760,153.50	37,356,148.61	47.54%

City of Moberly One Percent (1%) General Fund Sales Tax Analysis

		2017 - 20	018			2018 - 20	019			2019-20	20			2020-20	021	
			Prior year o	omparison			Prior year c	omparison			Prior year o	omparison			Prior year of	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	15.86%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	13.36%	\$210,787	-0.25%	12.10%
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	16.81%	\$265,191	11.76%	11.97%
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	14.02%	\$221,103	10.96%	11.73%
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	11.57%	\$182,491	5.56%	10.69%
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	14.99%	\$236,514	10.41%	10.64%
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	13.39%	\$211,290	-0.39%	9.02%
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	0.00%			
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	0.00%			
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	0.00%			
Мау	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%			
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%			
Total	100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$1,577,516		



City of Moberly One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

		2017-20)18			2018-20)19			2019-20	20			2020-20	21	
			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	16.02%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	13.43%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	16.79%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	13.88%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	11.49%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	15.10%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	13.30%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	0.00%			
Мау	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$1,196,607			100.00%	\$759,573		



City of Moberly One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

		2017 - 2	018			2018 - 2	019			2019-20	20			2020-20	21	
			Prior year o	comparison			Prior year o	omparison		Prio		Prior year comparison			Prior year o	omparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	16.02%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	13.43%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	16.79%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	13.88%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	11.49%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	15.10%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	13.30%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	0.00%			
Мау	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$1,196,609			100.00%	\$759,573		



City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

		2017 - 2	018			2018 - 2	019			2019-20	20			2020-20	21	
			Prior year of	comparison			Prior year o	omparison			Prior year o	omparison			Prior year o	omparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	16.02%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	13.43%	\$102,013	0.49%	12.69%
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	16.78%	\$127,495	11.85%	12.39%
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	13.88%	\$105,470	10.78%	12.01%
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	11.48%	\$87,256	6.50%	11.09%
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	15.11%	\$114,833	10.91%	11.06%
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	13.29%	\$101,008	-1.01%	9.29%
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	0.00%			
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	0.00%			
Мау	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
Total	100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$759,764		



City of Moberly Two & One-Half Percent (2-1/2%) Use Tax Analysis

		2017 - 2	018			2018 - 20	019			2019 - 2	020			2020-20	21	
			Prior year of	comparison			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% o f		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	14.78%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	19.50%	\$61,192	39.34%	14.11%
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	15.17%	\$47,622	-9.73%	5.56%
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	16.71%	\$52,453	121.61%	21.65%
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	18.60%	\$58,373	42.89%	25.75%
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	15.24%	\$47,833	-4.74%	19.90%
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	0.00%			
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	0.00%			
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	0.00%			
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	0.00%			
Мау	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
Total	100.00%	\$522,845			100.00%	\$524,193			100.00%	\$589,488			100.00%	\$313,865		



City of Moberly One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

		2017 - 2	018			2018 - 2	019			2019-20	20			2020-20)21	
			Prior year of	comparison			Prior year of	comparison			Prior year o	year comparison			Prior year of	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	10.97%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	16.88%	\$5,425	-14.37%	-12.42%
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	18.66%	\$5,999	3.32%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	11.69%	\$3,757	8.39%	-4.03%
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	9.90%	\$3,184	2.09%	-3.19%
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	18.55%	\$5,963	-7.14%	-4.06%
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	13.35%	\$4,292	11.36%	-2.25%
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	0.00%			
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	0.00%			
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	0.00%			
Мау	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$32,145		



City of Moberly Health Plan Trust Comparative Profit & Loss Statement December 2020

Income		July-December 2020	July-December 2019	<u>\$ Change</u>	<u>% Change</u>
4900	Miscellaneous	3,060.00	4,807.79	(1,747.79)	-36.35%
4901	Interest Income	154.51	12,215.29	(12,060.78)	-98.74%
4950	Employer Contributions	696,689.96	704,503.39	(7,813.43)	-1.11%
4951	Employee Contributions	107,333.60	76,118.61	31,214.99	41.01%
4952	Employee Cobra Payments	6,472.95	2,202.65	4,270.30	193.87%
4953	Reinsurance Refunds	46,152.93	113,584.74	(67,431.81)	-59.37%
4954	Employee Buy-up Premiums	<u>1,150.00</u>	<u>0.00</u>	<u>1,150.00</u>	<u>0.00%</u>
Total Inco	ome	861,013.95	913,432.47	(52,418.52)	-5.74%
<u>Expenditu</u>	ires				
5406	Contracted Services	0.00	0.00	0.00	100.00%
5806	Miscellaneous	3,000.00	0.00	3,000.00	100.00%
5817	Bank Fees	515.83	416.92	98.91	23.72%
5850	Health Claims Paid	466,933.19	785,848.80	(318,915.61)	-40.58%
5851	Pharmaceuticals	172,089.95	172,416.83	(326.88)	-0.19%
5852	Reinsurance Premiums	172,330.23	153,992.91	18,337.32	11.91%
5853	Life Insurance Premiums	12,207.26	16,756.97	(4,549.71)	-27.15%
5854	Medical Claims Admin Fees	10,300.71	9,569.96	730.75	7.64%
5855	Dental Claims Admin Fees	2,642.25	2,275.00	367.25	16.14%
5857	Dental Claims Paid	40,526.43	40,224.23	<u>302.20</u>	<u>0.75%</u>
Total Exp	enditures	<u>880,545.85</u>	<u>1,181,501.62</u>	<u>(300,955.77)</u>	<u>-25.47%</u>
Net Income (Loss)		<u>(19,531.90)</u>	<u>(268,069.15)</u>	<u>248,537.25</u>	<u>-92.71%</u>

City of Moberly Health Plan Trust Comparative Balance Sheet December 31, 2020

<u>ASSETS</u>		<u>Dec. 31, 2020</u>	<u>Dec. 31, 2019</u>	<u> \$ Change</u>	<u>% Change</u>
Current	Assets				
1000	Cash	<u>341,280.69</u>	<u>244,153.89</u>	<u>97,126.80</u>	<u>39.78%</u>
Total Cu	rrent Assets	341,280.69	244,153.89	97,126.80	39.78%
Other As	ssets				
1300	Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Otl	her Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
TOTAL A	SSETS	<u>341,280.69</u>	<u>244,153.89</u>	<u>97,126.80</u>	<u>39.78%</u>
LIABILITI	ES & EQUITY				
Equity					
3000	Unreserved Fund Balance	360,812.59	512,223.04	(151,410.45)	-29.56%
Net Inc	ome (Loss)	<u>(19,531.90)</u>	<u>(268,069.15)</u>	248,537.25	<u>-92.71%</u>
Total Eq	uity	<u>341,280.69</u>	<u>244,153.89</u>	<u>97,126.80</u>	<u>39.78%</u>
	LIABILITIES & EQUITY	<u>341,280.69</u>	<u>244,153.89</u>	<u>97,126.80</u>	<u>39.78%</u>

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City of

Police Department Troy Link Chief of Police 264th Session FBI Academy 300 N Clark Street Moberly, MO 65270 Phone: 660-263-0346 Fax: 660-263-8540

Division of Criminal Investigation Monthly Report December 2020

- 1. Parole Violation Warrant: Suspect; JH, W/M, 48 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
- 2. Possession of a Controlled Substance: Suspect; TW, W/M, 36 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
- 3. Endangering the Welfare of a Child Inv. Drugs: Suspect; TW, W/M, 36 yoa, Victim; BW, W/F, 3 yoa, Disposition: Reports sent to RCPA
- 4. Endangering the Welfare of a Child Inv. Drugs: Suspect; TW, W/M, 36 yoa, Victim; IF, W/F, 6 yoa, Disposition: Reports sent to RCPA
- 5. Unlawful Possession of Drug Paraphernalia-Prior Offender: Suspect; ML, W/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 6. Possession of Under 10 grams of Marijuana-Prior Offender: Suspect; ML, W/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 7. Resisting or Interfering with an Arrest: Suspect; ML, W/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 8. Arrest on Fail to Appear Warrant(Domestic Assault): Suspect; DW, B/M, 23 yoa, Victim: State of Missouri, Disposition: Reports sent to Boone Co PA
- 9. Fail to Display Valid Plates: Suspect; LB, W/F, 22 yoa, Victim: City of Moberly, Disposition: Reports sent to MPA
- 10. Unlawful Possession of Drug Paraphernalia-Prior Offender: Suspect; TL, W/M, 26 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 11. Assault 2nd: Suspect; DS, W/M, 25 yoa, Victim: RS, W/M, 34 yoa, Disposition: Reports sent to RCPA
- 12. Unlawful Use of a Weapon-Sub Sec 4: Suspect; DS, W/M, 25 yoa, Victim: RS, W/M, 34 yoa, Disposition: Reports sent to RCPA
- Unlawful Acts of a Surety Bondsman: Suspect; DS, W/M, 25 yoa, Victim: RS, W/M, 34 yoa, Disposition: Reports sent to RCPA
- 14. Murder 2nd: AB, W/F, 29 yoa, Victim: MH, B/M, 25 yoa, Disposition: Reports sent to Boone Co PA

- 15. Armed Criminal Action: AB, W/F, 29 yoa, Victim: MH, B/M, 25 yoa, Disposition: Reports sent to Boone Co PA
- 16. Assault 1st: Suspect; JR, W/M, 22 yoa, Victim: TZ, W/M, 24 yoa, Disposition: Reports sent to RCPA
- 17. Assault 2nd: Suspect; JR, W/M, 22 yoa, Victim: TZ, W/M, 24 yoa, Disposition: Reports sent to RCPA
- 18. Armed Criminal Action: Suspect; JR, W/M, 22 yoa, Victim: TZ, W/M, 24 yoa, Disposition: Reports sent to RCPA
- 19. Unlawful Use of Weapon-Sub Sec 4: Suspect; JR, W/M, 22 yoa, Victim: TZ, W/M, 24 yoa, Disposition: Reports sent to RCPA
- 20. Burglary -2nd degree, Suspect: DP, W/M, 22 yoa Victim: LB, B/M, 64yoa Disposition: RCPA
- 21. Burglary 2nd degree, Suspect: JT, B/M, 59yoa Victim: LB, B/M, 64yoa Disposition: RCPA
- 22. Burglary 2nd degree, Suspect: MF, B/M, 38yoa, Victim: LB, B/M, 64yoa Disposition: RCPA

Cases Cleared	22
Interviews	72
Interrogations	7
Reports Written	

Special Assignments

Monthly Report

Attempted to schedule interview for suspect in child abuse case

Attended court

Called in for unlawful fugitive apprehension investigation

Participated in saturation patrols yielding 5 arrest for various crimes

Assisted Columbia PD with murder investigation

Applied for and executed search warrant on vehicle for unlawful fugitive apprehension investigation

Assisted patrol with pursuit of subject wanted for weapons charges

Located subject with warrant, arrested

Conducted surveillance on residence suspect of weapons/resisting

Conducted traffic stop with vehicle associated with wanted of weapons/resisting

Interviewed concerned citizens in reference to drug activity

Assisted NOMO with trash pull for drug activity

Detained juvenile for stealing of a firearm investigation

Returned search warrant

Attempted to locate suspect wanted for October robbery at locations known to frequent Responded and processed crime scene for shooting investigation

Execution of search warrant for property for shooting investigation

Executed search warrant on vehicle for shooting investigation

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City of

Police Department Troy Link Chief of Police 264th Session FBI Academy 300 N Clark Street Moberly, MO 65270 Phone: 660-263-0346 Fax: 660-263-8540

Attempted to locate suspect for shooting Arrested subject on warrant Assisted with child death investigation Assisted Dispatch Requested Snapchat Preservation Request for Unlawful use of a weapon Requested Facebook Preservation Request for Unlawful use of a weapon Completed Paycom for detective unit. Approved numerous reports for Detective Unit. Tagged body camera videos for Evidence.com. Spoke with guardian in reference to Child Molestation Investigation. Spoke with investigator from MO Dept of Insurance in reference to Burglary/Assault investigation. Contacted potential victim in reference to Burglary investigation. Spoke with subject about releasing evidence. Contacted business and viewed video in reference to Rape investigation. Contacted victim in Burglary/ Assault investigation. Typed Officer Safety bulletin for the roll call board. Completed MIRMA MILO training. Assisted Patrol Division with a DWI/ Drug arrest. Assisted Patrol Division with Assault 1st degree investigation. Received drug/ stealing information from Macon PD. Spoke with victim wanting to make a report of Rape. Assisted Columbia Police Department with a Murder investigation. Placed on quarantine for Covid close contact Dec 17-Jan 6. Interviewed witness for Preservation Request for Unlawful use of a weapon Assisted CPD in Homicide Contacted Central Bank in reference stolen vehicle Contacted Insurance Auto Auctions in reference stolen vehicle Contacted Moberly Motors in reference to stolen vehicle

Respectfully Submitted,

Tracey Hayes Commander Yearly Totals

01/04/21 Moberly	y Police Department	343
15:17 Total CAD Calls	Received, by Nature of Call	Page: 1
Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle Accident/Motor Vehicle Alarm Call Animal Bite Animal Complaint Arson	$ \begin{array}{c} 1 \\ 73 \\ 359 \\ 274 \\ 13 \\ 411 \\ 1 \end{array} $	$\begin{array}{c} 0.01\\ 0.71\\ 3.51\\ 2.68\\ 0.13\\ 4.02\\ 0.01 \end{array}$
Assault Assist Other Agency Assist Police Assist Public/Employee Booking Inmate/Lodger Building Check Burglary	99 342 4 759 1 2155 45	$\begin{array}{c} 0.97 \\ 3.35 \\ 0.04 \\ 7.43 \\ 0.01 \\ 21.09 \\ 0.44 \end{array}$
City Ordinance Violation	14	0.14
Civil Matter	2	0.02
Damage Property	163	1.60
Dangerous Drug	7	0.07
Death Investigation	15	0.15
Document Delivery/Pickup	8	0.08
Domestic Abuse	98	0.96
DWI	13	0.13
E911 Check	39	0.38
Extra Watch	22	0.22
Extra Watch Request	57	0.56
Family Offense	2	0.02
Field Contact	204	2.00
Fire Alarm Call	6	0.06
Fire Call Fire Health Safety Check Forgery Found Property/Contraband Fraud Funeral Escort Harassment	16 3 73 56 25 113	0.16 0.03 0.03 0.71 0.55 0.24 1.11
Health Safety	49	0.48
Intoxicated Person	6	0.06
Keeping the Peace	79	0.77
Lock Out/Residence	2	0.02
Lost Property	6	0.06
Medical Assist\RCAD	17	0.17
Missing Person	14	0.14
Motor Vehicle Theft	13	0.13
Obscenity	2	0.02
Parking Violation	117	1.15
Peace Disturbance	585	5.73
Rape	1	0.01
Robbery	4	0.04
Runaway Juv	18	0.18
Safety Hazard/Violation	1	0.01
Search Warrant	1	0.01
Security Escort	20	0.20
Sex Offenses	15	0.15
Shots Fired	7	0.07
Special Assignment	42	0.41

	ly Police Department s Received, by Nature of Call	343 Page: 2			
Nature of Call	Total Calls Received	% of Total			
Stealing Suicide/Suicide Attempt Suspicious Activity Suspicious Person Suspicious Vehicle Traffic Complaint Trespass/Refusing to Leave Unclassified Call Warrant Arrest Try to Contact/Well-Being	$374 \\ 38 \\ 714 \\ 179 \\ 214 \\ 1463 \\ 143 \\ 2 \\ 175 \\ 441$	3.660.376.991.752.0914.321.400.021.714.32			
Total Call	ls: 10218				
Report Includes: All dates between `00:00:01 01/01/20` and `23:59:59 12/31/20` All nature of incidents All cities matching `MOB` All types All priorities All agencies matching `1`					
*** End of Repo	ort \SpillmanServer\app\tmp\repo	ortTmp_aspilman\r			

December

	Ν	oberly	/ Police	Depa	rtment		
Total	CAD	Calls	Received	d, by	Nature	of	Call

01/04/21 13:51	Moberly otal CAD Calls	Police Department Received, by Nature of Call	343 Page: 1
Nature of Call		Total Calls Received	% of Total
	e Vehicle ency ployee ontraband on e ce CAD eft n e nt Attempt ity n le t g to Leave		
Warrant Arrest Try to Contact/W		15 30	1.58 3.15
	Total Calls:		
All nature of incid All cities matching All types All priorities All agencies matchi	ents `MOB` ng `1`	20` and `23:59:59 12/31/20` 	rtTmp_aspilman\r

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Moberly Fire Department December Monthly Report 2020



City of Moberly Fire Department

Emergency Dial 911 Station #1 660-269-8705 EXT 2032 65270-1520 Fax# 660-263-0596 Chief E-mail jwasham@moberlyfd.com Station #2 660-263-4121 310 N. Clark Moberly, MO #9.

Interim Fire

Jerry Washam

To:Mayor and City CouncilFrom:Jerry Washam, Interim Fire ChiefDate:December 2020Re:December Monthly Council Report:

- Last month the fire department responded to 68 incidents, our incidents are staying steady on incident numbers for the last few months. We are down 490 incidents from 2019 totals. I have researched back to 2008; this was the last year we were below 800 incidents. (2008 = 777 incidents) The last three years we averaged 1328 incidents.
- We had no Covid-19 in the department during the month of December. We have all the employees healthy. Our employees are still disinfecting and taking the precautions at EMS incidents, also at the Stations.
- CFO inspections and gas appliance inspections are also staying steady.
- The Department continues training on fire related subjects and Health and Wellness. We continue to work towards the <u>240 hrs of training per person per year</u>. This is what ISO requires.
- Physical Agility Testing for applicants did take place on 12/10/20. We have 5 good applicants that are on our hiring list.
- Emergency Management: Attended several conference calls dealing with the COVID.

Notice for January 2021

- Still planning a Firefighter I&II course for new hires.
- Still gathering information and pricing for remodeling the exterior of Station #2 and bathrooms at Station 1.
- Ice Rescue Training will be performed when time and weather allows.



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
300 Pickup 2007 Chevy	12
302 Saber	32
303	1
305 Contender	30

Total Number of Incidents: 67

Report Filter Settings			
Report Name:	Incident Reports by Apparatus, Summary		
Filter Name:	Last Month		
Filter Expression:	[AlarmDateTime] is between '12/1/2020 12:00:00 AM' and '12/31/2020 11:59:59 PM'		



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark Moberly, MO 65270-1520



Incident Type: 1 - Fire

Incident Type:	1 - Fir		
Incident #	Exp #	Alarm Date/Time	Address
2000738	0	12/2/2020 3:37:00 AM	821 W Rollins ST, Moberly, MO 65270
2000738	1	12/2/2020 3:37:00 AM	W Rollins ST, Moberly, MO 65270
2000756	0	12/7/2020 1:53:58 PM	616 MONROE, Moberly, MO 65270
2000763	0	12/10/2020 7:46:06 PM	1600 BLK N MORLEY, Moberly, MO 65270
2000765	0	12/11/2020 12:50:57 AM	1600 BLK N MORLEY, Moberly, MO 65270
2000767	0	12/11/2020 8:41:00 AM	1502 S Morley ST #12, Moberly, MO 65270
2000771	0	12/14/2020 9:26:08 AM	1800 E OUTER RD E, Moberly, MO 65270
2000792	0	12/27/2020 4:31:08 PM	1720 CRETE, Moberly, MO 65270
2000793	0	12/27/2020 5:43:57 PM	1712 MORLEY, Moberly, MO 65270
			Total Incidents:
Incident Type:	3 - Res	scue & Emergency Me	Total Incidents:
Incident Type: Incident #		scue & Emergency Me Alarm Date/Time	edical Service Incident
	Exp #	Alarm Date/Time	edical Service Incident
Incident #	Exp # 0 0	Alarm Date/Time 12/1/2020 9:45:00 AM	edical Service Incident Address
Incident # 2000737	Exp # 0 0 0	Alarm Date/Time 12/1/2020 9:45:00 AM 12/2/2020 8:28:33 AM	edical Service Incident Address 600 N AULT ST, Moberly, MO 65270
Incident # 2000737 2000739	Exp # 0 0 0 0 0	Alarm Date/Time 12/1/2020 9:45:00 AM 12/2/2020 8:28:33 AM 12/2/2020 10:08:01 AM	edical Service Incident Address 600 N AULT ST, Moberly, MO 65270 515 CHANDLER, Moberly, MO 65270
Incident # 2000737 2000739 2000741	Exp # 0 0 0 0 0 0 0 0 0	Alarm Date/Time 12/1/2020 9:45:00 AM 12/2/2020 8:28:33 AM 12/2/2020 10:08:01 AM 12/3/2020 3:21:46 AM	edical Service Incident Address 600 N AULT ST, Moberly, MO 65270 515 CHANDLER, Moberly, MO 65270 101 COLLEGE, Moberly, MO 65270
Incident # 2000737 2000739 2000741 2000744	Exp # 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Alarm Date/Time 12/1/2020 9:45:00 AM 12/2/2020 8:28:33 AM 12/2/2020 10:08:01 AM 12/3/2020 3:21:46 AM 12/4/2020 3:40:00 PM	edical Service Incident Address 600 N AULT ST, Moberly, MO 65270 515 CHANDLER, Moberly, MO 65270 101 COLLEGE, Moberly, MO 65270 1312 SCOTT, Moberly, MO 65270

2000755 0 12/7/2020 1:15:21 1355 LANTERN PT, Moberly, MO 65270 PM

2000757 0 12/8/2020 12:01:00 1028 Myra ST, Moberly, MO 65270 AM 8

2000758	0	12/8/2020 12:38:24 AM	721 CLEVELAND AVE, Moberly, MO 65270
2000759	0		1830 Ravenwood DR, Moberly, MO 65270
2000760	0	12/8/2020 9:15:29 PM	700 FARROR, Moberly, MO 65270
2000761	0	12/9/2020 5:34:36 AM	1312 SCOTT, Moberly, MO 65270
2000762	0	12/10/2020 11:05:33 AM	416 W Burkhardt ST, Moberly, MO 65270
2000764	0	12/10/2020 11:23:16 PM	E Hwy 24 / cr 2315 & E County Road 2315 RD, Moberly, MO
2000768	0	12/11/2020 9:00:05 AM	205 FARROR #304, Moberly, MO 65270
2000774	0	12/17/2020 10:04:10 AM	905 SINNOCK, Moberly, MO 65270
2000775	0	12/17/2020 10:05:00 AM	106 Brinkerhoff, Moberly, MO 65270
2000777	0	12/18/2020 8:40:16 PM	1507 BERTLEY, Moberly, MO 65270
2000778	0	12/18/2020 8:53:00 PM	104 WIGHTMAN, Moberly, MO 65270
2000779	0	12/19/2020 6:17:34 PM	920 HENRY, Moberly, MO 65270
2000780	0	12/20/2020 11:34:19 AM	1021 WILLIAMS, Moberly, MO 65270
2000781	0	12/20/2020 12:00:00 PM	431 E Rollins ST, Moberly, MO 65270
2000783	0	12/22/2020 7:49:34 PM	706 CLARK, Moberly, MO 65270
2000785	0	12/24/2020 10:34:48 AM	512 BARROW, Moberly, MO 65270
2000786	0	PM	320 COATES, Moberly, MO 65270
2000787	0	PM	709 MONROE AVE, Moberly, MO 65270
2000788	0	12/25/2020 8:07:23 PM	719 FRANKLIN ST, Moberly, MO 65270
2000790	0	12/26/2020 1:35:15 PM	716 WILLIAMS, Moberly, MO 65270
2000791	0	12/27/2020 4:17:49 PM	1018 SHELBY, Moberly, MO 65270
2000794	0	12/28/2020 11:35:00 AM	1000 S Williams ST #404, Moberly, MO 65270
2000795	0	12/28/2020 2:21:53 PM	808 W REED ST, Moberly, MO 65270

2000798	0	12/28/2020 8:55:30 PM	800 SINNOCK, Moberly, MO 65270
2000801	0	12/30/2020 3:22:56 PM	205 FARROR, Moberly, MO 65270
2000802	0	12/31/2020 11:54:44 AM	1751 E URBANDALE, Moberly, MO 65270

Total Incidents: 35

Incident Type:	4 - Ha	azardous Condition (N	lo Fire)
Incident #	Exp #	Alarm Date/Time	Address
2000789	0	12/26/2020 12:11:12 PM	400 E Highway 24, Moberly, MO 65270
2000799	0	12/30/2020 12:10:28 AM	419 WILLIAMS, Moberly, MO 65270

Total Incidents: 2

Incident Type:	5 - Se	rvice Call	
Incident #	Exp #	Alarm Date/Time	Address
2000740	0	12/2/2020 9:55:00 AM	618 UNION, Moberly, MO 65270
2000743	0	12/2/2020 4:30:00 PM	1216 Cedar Ridge, Moberly, MO 65270
2000745	0	12/3/2020 6:23:54 AM	600 HIGHWAY 24, Moberly, MO 65270
2000746	0	12/3/2020 11:30:00 AM	1361 Lantern Pointe LOOP, Moberly, MO 65270
2000747	0	12/3/2020 1:25:03 PM	407 HINKLEY, Moberly, MO 65270
2000748	0	12/4/2020 10:56:49 AM	651 AULT, Moberly, MO 65270
2000749	0	12/4/2020 2:49:23 PM	214 4TH ST ST, Moberly, MO 65270
2000751	0	12/4/2020 8:08:29 PM	715 S MORLEY ST, Moberly, MO 65270
2000754	0	12/7/2020 9:50:00 AM	1320 Quail Haven DR, Moberly, MO 65270
2000766		12/11/2020 3:41:10 AM	220 TAYLOR, Moberly, MO 65270
2000772	0	12/15/2020 11:04:47 AM	510 CLARK, Moberly, MO 65270
2000776	0	12/18/2020 3:45:00 AM	837 W Coates ST, Moberly, MO 65270

2000782	0	12/21/2020 10:34:00 AM	1380 Lantern Pointe LOOP, Moberly, MO 65270
2000796	0	12/28/2020 2:00:00 PM	417 E Urbandale DR #C, Moberly, MO 65270
2000803	0	12/31/2020 1:00:00 PM	935 E Logan ST, Moberly, MO 65270

Total Incidents: 15

Incident Type:	6 - Go	ood Intent Call	
Incident #	Exp #	Alarm Date/Time	Address
2000769	0	12/12/2020 1:38:02 AM	825 Clevelvand, Moberly, MO 65270
2000784	0	12/23/2020 12:50:01 AM	102 5TH, Moberly, MO 65270

Total Incidents: 2

Incident Type:	7 - False Alarm & False Call	
Incident #	Exp # Alarm Date/Time Address	
2000742	0 12/2/2020 11:24:17 1177 MORLEY, Moberly, MO 65270 AM	
2000770	0 12/12/2020 500 BLK W REED, Moberly, MO 65270 11:23:22 PM	
2000773	0 12/15/2020 3:39:13 800 SINNOCK, Moberly, MO 65270 PM	
2000797	0 12/28/2020 8:41:58 709 GRIMES, Moberly, MO 65270 PM	
2000800	0 12/30/2020 1515 UNION, Moberly, MO 65270 11:59:31 AM	

Total Incidents: 5

- Total Number of Distict Incidents: 67
- Total Number of Distict Incident Types: 24

Report Filter Settings

Report File Name:Incident Reports by Incident Major Type, DetailedFilter Name:Last MonthFilter Expression:[AlarmDateTime] is between '12/1/2020 12:00:00 AM' and '12/31/2020 11:59:59 PM'



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark Moberly, MO 65270-1520



Incident #	Exp #	Alarm Date	Incident Type
2000752	0	12/5/2020	3112 - Lift Assistance
2000757	0	12/8/2020	321 - EMS call, excluding vehicle accident with injury
2000758	0	12/8/2020	321 - EMS call, excluding vehicle accident with injury
2000765	0	12/11/2020	140 - Natural vegetation fire, other
2000784	0	12/23/2020	611 - Dispatched & canceled en route
2000799	0	12/30/2020	445 - Arcing, shorted electrical equipment

Total Number of Incidents:

6

1:00 am			
Incident #	Exp #	Alarm Date	Incident Type
2000769	0	12/12/2020	652 - Steam, vapor, fog or dust thought to be smoke

Total Number of Incidents: 1

3:00	am		
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Incident #	Exp #	Alarm Date	Incident Type
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2000738	0	12/2/2020	111 - Building fire
2000738	1	12/2/2020	111 - Building fire
2000744	0	12/3/2020	321 - EMS call, excluding vehicle accident with injury
2000766	0	12/11/2020	554 - Assist invalid
2000776	0	12/18/2020	5001 - Gas Appliance Inspection

			5:00 am	
Incident #	Exp #	Alarm Date	Incident Type	
2000761	0	12/9/2020	321 - EMS call, excluding vehicle accident with injury	
			Total Number of Incidents:	1
			6:00 am	
Incident #	Exp #	Alarm Date	Incident Type	
2000745	0	12/3/2020	5311 - Report of odor with nothing found	
			Total Number of Incidents:	1
the second second			8:00 am	
Incident #	Exp #	Alarm Date	Incident Type	
2000739	0	12/2/2020	321 - EMS call, excluding vehicle accident with injury	
2000767	0	12/11/2020	1513 - Yard Waste/ Refuse Fire	
			Total Number of Incidents:	2
			9:00 am	
Incident #	Exp #	Alarm Date	Incident Type	×
2000737	0	12/1/2020	322 - Motor vehicle accident with injuries	
2000740	0	12/2/2020	5001 - Gas Appliance Inspection	
2000754	0	12/7/2020	552 - Police matter	

January 01, 2021 08:06

0

2000771

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12/14/2020 154 - Dumpster or other outside trash receptacle fire

10:00 am				
Exp #	Alarm Date	Incident Type		
0	12/2/2020	321 - EMS call, excluding vehicle accident with injury		
0	12/4/2020	5311 - Report of odor with nothing found		
0	12/17/2020	321 - EMS call, excluding vehicle accident with injury		
0	12/17/2020	3112 - Lift Assistance		
0	12/21/2020	5001 - Gas Appliance Inspection		
0	12/24/2020	321 - EMS call, excluding vehicle accident with injury		
	0 0 0 0 0	0 12/2/2020 0 12/4/2020 0 12/17/2020 0 12/17/2020 0 12/21/2020		

Total Number of Incidents: 6

11:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2000742	0	12/2/2020	700 - False alarm or false call, other	
2000746	0	12/3/2020	5001 - Gas Appliance Inspection	
2000762	0	12/10/2020	321 - EMS call, excluding vehicle accident with injury	
2000772	0	12/15/2020	5311 - Report of odor with nothing found	
2000780	0	12/20/2020	3112 - Lift Assistance	
2000794	0	12/28/2020	321 - EMS call, excluding vehicle accident with injury	
2000800	0	12/30/2020	743 - Smoke detector activation, no fire - unintentional	
2000802	0	12/31/2020	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 8

12:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000753	0	12/5/2020	321 - EMS call, excluding vehicle accident with injury	
2000759	0	12/8/2020	3112 - Lift Assistance	
2000781	0	12/20/2020	321 - EMS call, excluding vehicle accident with injury	
2000789	0	12/26/2020	463 - Vehicle accident, general cleanup	

Total Number of Incidents: 4

5

1:00 pm Incident # Exp # Alarm Date **Incident Type** 2000747 0 554 - Assist invalid 12/3/2020 2000755 0 12/7/2020 3112 - Lift Assistance 2000756 0 12/7/2020 111 - Building fire 2000790 0 321 - EMS call, excluding vehicle accident with injury 12/26/2020 2000803 0 12/31/2020 5001 - Gas Appliance Inspection

Total Number of Incidents: 5

2:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000749	0	12/4/2020	5005 - CFO Inspection	
2000796	0	12/28/2020	5005 - CFO Inspection	
2000795	0	12/28/2020	3112 - Lift Assistance	

Total Number of Incidents: 3

3:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000750	0	12/4/2020	321 - EMS call, excluding vehicle accident with injury	
2000773	0	12/15/2020	700 - False alarm or false call, other	
2000801	0	12/30/2020	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 3

4:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000743	0	12/2/2020	5001 - Gas Appliance Inspection	
2000791	0	12/27/2020	3112 - Lift Assistance	
2000792	0	12/27/2020	151 - Outside rubbish, trash or waste fire	

Total Number of Incidents: 3

5	:00	pm
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Incident #	Exp #	Alarm Date	Incident Type
2000793	0	12/27/2020	142 - Brush or brush-and-grass mixture fire

6:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000779	0	12/19/2020	3112 - Lift Assistance	
2000786	0	12/24/2020	321 - EMS call, excluding vehicle accident with injury	
2000787	0	12/25/2020	3112 - Lift Assistance	

Total Number of Incidents: 3

7:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000763	0	12/10/2020	140 - Natural vegetation fire, other	
2000783	0	12/22/2020	3112 - Lift Assistance	

Total Number of Incidents: 2

Incident #	Exp #	a 1	
	Commences of the second second	Alarm Date	Incident Type
2000751	0	12/4/2020	5311 - Report of odor with nothing found
2000777	0	12/18/2020	321 - EMS call, excluding vehicle accident with injury
2000778	0	12/18/2020	321 - EMS call, excluding vehicle accident with injury
2000788	0	12/25/2020	321 - EMS call, excluding vehicle accident with injury
2000797	0	12/28/2020	736 - CO detector activation due to malfunction
2000798	0	12/28/2020	3113 - Standby, No care provided

Total Number of Incidents: 6

9:00 pm						
Incident #	Exp #	Alarm Date	Incident Type			
2000760	0	12/8/2020	321 - EMS call, excluding vehicle accident with injury			
			Tetal Number of Traidantes			

Total Number of Incidents: 1

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11:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2000764	0	12/10/2020	352 - Extrication of victim(s) from vehicle	
2000770	0	12/12/2020	733 - Smoke detector activation due to malfunction	

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Report Filter Settings

Report Name:Incident Reports by Time of Day, DetailedFilter Name:last monthFilter Expression:[AlarmDateTime] is between '12/1/2020 12:00:00 AM' and '12/31/2020 11:59:59 PM'

City of Moberly Fire Department



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121

310 N. Clark Moberly, MO 65270-1520



Incident Type	Total Incidents	Percent
111 - Building fire	3	4.41%
140 - Natural vegetation fire, other	2	2.94%
142 - Brush or brush-and-grass mixture fire	1	1.47%
151 - Outside rubbish, trash or waste fire	1	1.47%
1513 - Yard Waste/ Refuse Fire	1	1.47%
154 - Dumpster or other outside trash receptacle fire	1	1.47%
3112 - Lift Assistance	10	14.71%
3113 - Standby, No care provided	1	1.47%
321 - EMS call, excluding vehicle accident with injury	22	32.35%
322 - Motor vehicle accident with injuries	1	1.47%
352 - Extrication of victim(s) from vehicle	1	1.47%
445 - Arcing, shorted electrical equipment	1	1.47%

January 02, 2021 08:01

#9.

Incident Type	Total Incidents	Percent
463 - Vehicle accident, general cleanup	1	1.47%
5001 - Gas Appliance Inspection	6	8.82%
5005 - CFO Inspection	2	2.94%
5311 - Report of odor with nothing found	4	5.88%
552 - Police matter	1	1.47%
554 - Assist invalid	2	2.94%
611 - Dispatched & canceled en route	1	1.47%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.47%
700 - False alarm or false call, other	2	2.94%
733 - Smoke detector activation due to malfunction	1	1.47%
736 - CO detector activation due to malfunction	1	1.47%
743 - Smoke detector activation, no fire - unintentional	1	1.47%

Total Number of Incident Types: 24

January 02, 2021 08:01

Incident Type

Total Incidents Percent

 Report File Name:
 Incidents by Incident Type, Summary with Major Type Graph

 Filter Name:
 Last Calendar Month

 Filter Expression:
 [AlarmDateTime] is between '12/1/2020 12:00:00 AM' and '12/31/2020 11:59:59 PM'

January 02, 2021 08:01

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Director – Troy Bock

- The Depot Park pavilion is complete. We will soon have a walk-through on the restroom portion of the project. We hope to open the restroom late winter. A ribbon cutting date will be set after receiving feedback from Rotary as they may plan a 100th anniversary event around it.
- Through Fusion, we will soon add Wi-Fi for the James Youth Center. It is a challenging location given the trees (no over-the-air option) and distance from roadways where fiber is run.
- Working with entities to verify ADA requirements for the fishing dock for Rothwell Lake. A donor is matching all community donations up to \$8,000 so we are hoping to have this funded with outside money. We have a ways to go, but things are looking promising.
- I asked staff to chart a new direction on some of our programming in 2021, focusing on some new outdoor options with Conservation (fishing classes, kayaking classes, camping classes) COVID has put more emphasis on the outdoors so it's a great opportunity to get back to the core mission with a few events focusing on the outdoors. We have considered this in past years, but in 2021, the time seemed ripe. We also are merging fall fest with the airport bash to create a larger event "Planes, Trains, and Automobiles" that will hopefully be a greater draw locally and from outside.
- We have received enough donations to get moving on cart paths on the front nine as soon as weather and the contractor's schedule allows.
- The Water Works Lake spillway is complete. It was "swailed" out, giving it greater depth and width to handle more water volume and a bit of a berm on the east edge to hopefully handle most rains, then was lined with rock. It looks far better and has more capacity than it ever has. It will always be a challenge with the volume of water that comes through there in large rain events, but it is better positioned to handle it.
- We completed MIRMA trainings for the year and addressed the noted MIRMA items to address for safety throughout the department on their annual visit.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Held required MIRMA trainings for department staff.
- Processed minimum wage and seasonal raises for department staff as necessary.
- Updated Civic Rec software to reflect new rate increases passed by the Park Board in November.
- Oversaw day to day operations of Parks and Recreation Office.

<u> Dirk Miller – Park Superintendent</u>

- Staff performed tree maintenance throughout park system. Some of this maintenance includes trimming tree limbs from electrical wires.
- "No Hunting" signage added to West 43, also installed Deer Camera's on property.
- Todd Beaverson using old bridge material to use on West 43 for the new walking/biking trails.
- Collected and hauled off loads of the Pampas Grass that was cut at and around the Mini Railroad.
- Still repairing lights and displays for Altrusa. After January 4th will begin the process of taking down Christmas decorations throughout the park.
- Staff has continued to clean/sanitize seven days a week, the three bathrooms that are still open, and sanitizing all playgrounds (depending on weather-as it has to be above freezing).

• Shawn Fisher, from Water's Edge, visited the department to discuss the modifications needed to be done to the Pool drains. Working on design issues before making the change. Also, working with Troy and Amanda on MIRMA's requests for the installation of a rope barrier that must be installed between the diving board and the climbing wall. The exact location of where and how to do this, is still under MIRMA review.

Jacob Bunten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Finished setting post with concrete and ran cable at the batting cages; extended the cages to allow for more room. Also added additional 3/8" clean rock for surfacing.
- Rolled and aerated ruts made at Fox Park outfield.

Sports:

• All sports leagues were put into CivicRec and ready for 2021 registration.

<u> Amanda Warder – Recreation Supervisor</u>

Events:

• January is relaxed on events, but I am prepping for Father Daughter Dance. There are some limitations for this event to keep with COVID protocols. 2021 events are underway, and Hannah is doing a great job marketing for those.

Aquatics:

• I sent two of our guards to be trained as lifeguard trainers, and that went well. We have been getting applications in and I am setting things up for orientation and other pool startup.

Concessions:

• Orientation materials are being put together and past employees are being contacted. Some new equipment has been bought to replace the old worn out equipment.



December 2020

		2020		2019
	Thompson Campground	13	Daily(3) Monthly(10)	13
	Misc Thompson Campground	-		-
	Miscellaneous Park Fees	\$0.10	.10 miscellanous	\$1,340.25
	Overnight Fishing Passes	-		-
	Paddleboat Rental	-		-
	Canoe Storage	-		-
	Archery Range	-		-
	Overlook & Plaza	3	Internal: Blocked three days for	3
			Holiday closures Internal: Blocked three days for	
	Midway	3	Holiday closures	3
			Internal: Blocked three days for	
	Agricultural Barns	3	Holiday closures	3
	Equestrian Area/		Internal: Blocked three days for	
	Rodeo Ground	3	Holiday closures	3
	Noteo Ground			
			Family Gatherings(4) Boy	
Ş	James Youth Center	12	Scouts(2) 4-H(1) Girl Scourts(1)	12
			Rotary(1) Internal: Blocked three	
Parks			days for Holiday Closures(3)	
			Rotary (3) Family Gatherings(3)	
	Lodge	11	Altrusa's Santa in the Park(1 res. For 6 days) Internal: Frosty 5K	15
	Louge	11	Event(1 res. For 2 days) Blocked	15
			three days for Holiday closures(3)	
	Lion's Beuth Park	3	Internal: Blocked three days for	3
			Holiday closures	
	Fox Park (entire)	3	Internal: Blocked three days for	3
			Holiday closures	
	Fox Park Pickleball/ Tennis Courts	3	Internal: Blocked three days for Holiday closures	0
			Moberly Community	
			Development (1 res. For 28 days	
	Tannehill Park	31	for Light-Up Moberly) Internal:	31
		51	Blocked three days for Holiday	51
			closures	
			Moberly Community	
			Development (1 res. For 28 days	
	Depot Park	31	for Light-Up Moberly) Internal:	31
			Blocked three days for Holiday	
			closures	

		2020		2019
	Red 1	3	Internal: Blocked three days for	3
	Red I	5	Holiday closures	5
	D-d-2	2	Internal: Blocked three days for	2
	Red 2	3	Holiday closures	3
			Internal: Blocked three days for	
	Blue 1	3	, Holiday closures	3
			Internal: Blocked three days for	
	Blue 2	3	-	3
			Holiday closures	
	Blue 3	3	Internal: Blocked three days for	3
		C C	Holiday closures	•
	Green 1	3	Internal: Blocked three days for	3
S	Green I	5	Holiday closures	5
Ľ			Internal: Blocked three days for	
5	Green 2	3	Holiday closures	3
5			Internal: Blocked three days for	
3	Green 3	3	Holiday closures	3
Fields/courts			-	
5	Green 4	3	Internal: Blocked three days for	3
σ		-	Holiday closures	-
Ĩ.	Green 5	3	Internal: Blocked three days for	3
ש	Greens	5	Holiday closures	5
ī		2	Internal: Blocked three days for	2
	Green 6	3	Holiday closures	3
			Internal: Blocked three days for	
	Groeber	3	Holiday closures	3
			Internal: Blocked three days for	
	Meinert	3	-	3
			Holiday closures	
	Patrick	3	Internal: Blocked three days for	3
			Holiday closures	
	Fox Field	3	Internal: Blocked three days for	0
	1 ox field	5	Holiday closures	0
	Dettine Conce	C	Internal: Blocked three days for	c
	Batting Cages	6	Holiday closures	6
			Internal: Blocked three days for	
	Shelter 1 Tennis Courts	3	, Holiday closures	3
			Internal: Blocked three days for	
	Wilhite Tennis Courts	3	Holiday closures	3
		2020	Holiday closures	2010
		2020		2019
	Shelter 1	3	Internal: Blocked three days for	3
		Ū	Holiday closures	C C
S	Shelter 3	4	Family event(1) Internal: Blocked	3
			three days for Holiday closures	
<u> </u>			Internal: Blocked three days for	-
Ð		_	internal: Diocked three days for	
Iter	Shelter 5	3		3
elter	Shelter 5	3	Holiday closures	3
neiter	Shelter 5 Fox Park Shelter	3 3	Holiday closures Internal: Blocked three days for	3 0
Sneiter			Holiday closures Internal: Blocked three days for Holiday closures	
Snelter			Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for	
Snelter	Fox Park Shelter	3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures	0
Sneiter	Fox Park Shelter Klein Shelter	3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for	0 3
Snelter	Fox Park Shelter	3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures	0
Sneiter	Fox Park Shelter Klein Shelter	3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for	0 3
Sneiter	Fox Park Shelter Klein Shelter Lake Pavilion	3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Christmas Lights(1 res	0 3
Sueiters	Fox Park Shelter Klein Shelter	3 3 3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Christmas Lights(1 res for 28 days) Blocked three days	0 3 3
Snelter	Fox Park Shelter Klein Shelter Lake Pavilion Riley Pavilion	3 3 3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Christmas Lights(1 res for 28 days) Blocked three days for Holiday closures	0 3 3
Snelter	Fox Park Shelter Klein Shelter Lake Pavilion	3 3 3	Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Blocked three days for Holiday closures Internal: Christmas Lights(1 res for 28 days) Blocked three days	0 3 3

	2020		2019
Entire Facility	6	Toys for Tots(1 res. For 4 days) American's Best Pageant(1 Res. For 2 days) Art Show (1 Res. For 2 days) Wedding(1 Res. 2 days) Internal: MACC Walking (Open 11 days for walkers) Blocked for three days for Holiday Closures(3)	17
	2020		2019
Entire Facility Party Area	-		-
Party Area	-		-
	2020		2019
Recreation	80 20	Frosty 5K Coloring Contest	97 50

#9.

Director of Utilities Monthly Report, Mary West-Calcagno, Director <u>December 2020 (Presented at the January meeting)</u>

Director's Summary

Utilities Department Financial Stats:

<u>Utilities Financial Update:</u> Staff have developed a chart to track key metrics in the Utilities Department. Please let us know if this is clear and helpful and if you would like additional detail, or further information.

			Reve	nues			
% of Water Water Sewe			Sewer	% of Sewer		% of Total Rev	Transfer to/(from)
Date	Revenue	Rev Proj	Revenue	Rev Proj	Total Revenue	Proj	Reserves
Dec-20	\$ 215,948.05		\$ 291,450.05		\$ 524,848.46		\$ 70,281.50
Total YTD	\$ 1,293,173.27	54.6%	\$ 1,706,510.04	54.3%	\$ 3,169,492.68	53.7%	\$658,275.48
			Expe	nses			
		0&M%				% of	
	Operations &	of Proj	Transfers Out			Total Exp	% of Fiscal
	Maintenance	Ехр	Total		Total Expenses	Proj	YTD
Dec-20	\$ 316,441.84		\$ 470,861.20		\$ 527,176.06		
Total YTD	\$ 1,662,947.54	38.6%	\$ 2,826,050.18	50.7%	\$ 3,169,955.15	53.7%	50%

Energy Solutions Professionals Project: We are currently receiving 5,158 meter readings via the AMI system. There are approximately 550 meters left to be installed before project completion. The installation crews are anticipated to be back in town to begin wrapping up the final stages of the project the week of Jan 18.

Caselle Software: Caselle has received the initial information questionnaires and vendor lists, business lists, etc. that they need to start formatting what our system will look like.

FEMA Emergency Declaration Disaster Funding: The grant money awarded will be 75% federal funding, 25% match based on the FEMA estimates of cost to restore to the original condition. The work for the Water Works Lake spillway is complete, and Homestead sewer repair received bids is in process of approval of bids and contract award.

<u>Route JJ Sewer Extension:</u> A meeting was held with MDNR to discuss the project engineering and document submittal. This project is getting off the ground; surveying will be the first step in the process, after the kickoff meeting with Jacobs Engineering.

<u>Water Line Mapping</u>: Sam LLC has begun mapping the water line valves, and fire hydrants. Two crews became available when they were snowed out of a project in Iowa.

EDA Infrastructure Grant: The EDA review engineer has approved the revised Jacobs Engineering contract format and the contract is on the Council agenda for approval at the regular meeting on January 19, 2021. A project kickoff meeting will be scheduled in the next few weeks.

<u>Sugar Creek Lake Dam Grout Project</u>: The contractor has been working on grouting the spillway area and along the west side of the dam to reduce the bypassing of water through the rock. The lower work will be completed this week (1-15) and the work will commence on the West abutment to the dam. The contractor found several spots that took quite a bit of grout, and drilled tertiary holes to be certain the previous grout in the secondary holes took care of the problem in that specific area. There is a full time inspector from Jacobs on site during the work to assure quality in the execution of this project.

<u>N. Morley Water Line:</u> The walk through for project completion was conducted January 12, 2021. There were minor punch list items found for water associated features. These will be completed by the contractor.

<u>Utility Dept. Staffing:</u> Paige Bennet, Utility Coordinator, resigned effective January 1, 2021. She accepted a position with the State of Missouri. Rob Snider has stepped into this position. This leaves a position open in the Distribution and Collection Department.

Dept. Summary:

Drinking water produced:	28.584 MG (0.953MG/Day)
Wastewater Treated:	44.797 MG (1.445 MG/Day)
Wastewater from Combined Sewer Overflows:	0.00MGM
Total precipitation for December	0.96 inches

Billing activity: 18,819,149 gallons of water in the amount of \$197,382.48 and 18,368,511 gallons of sewage in the amount of \$249,566.03.

Staff issued 2464 bills for cycle 1 in the amount of \$236,872.60 and 2636 bills for cycle 2 in the amount of \$217,478.02 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for December 2020 = 19.8%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Dec- 2020	28,583,828	1,109,275	50,446	0	4,000	21,751,435	22,915,156	5,668,672



Distribution and Collection Department and Customer Service

- There was one water leak
- Replaced twenty-one meter valves.
- Poured 11 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 252 Missouri one call tickets for locating water and sewer lines.
- Replaced 5 lead service lines at the following locations: 140 Tannehill, 144 Tannehill, 248 Hinton Ave., 415 Franklin Ave., 807 Monroe
- A total of 60 lead service lines have been replaced in 2020.
- There were 8 Sewer calls.
- There were two sewer main repairs at 515 Garfield & 620 Union Ave.
- Installed one water main valve and one T-valve at 701 N. Ault
- One new service at 311 Allen

Wastewater Treatment Facility

- Treated 44.797 MGM an average of 1.445 MGD.
- Transferred 1,620,380 gallons of sludge from the SBR's to the digesters.
- > 0.96 inches of rain fell over a 4-day period.
- No discharge from Taylor CSO (outfall 002).
- No discharge from Rollins CSO (outfall 003).
- ▶ No discharge from Seven Bridges CSO (outfall 004).
- ▶ No discharge from Holman Rd. CSO (outfall 005).
- > Collected a pretreatment sample from Wilson Trailer
- Conducted a pretreatment inspection at DURA.
- Pulled pump #2 at Darwood station due to seal failure, this pump was rebuilt at the Pentair Pump shop and returned to service.
- Willis Bros. installed a new check valve on pump #2 at Huntsville pump station, pump #2 was returned to service.
- > Hydro Kinetics and Aqua Aerobics were on site to quote SCADA replacement at WWTP.

- > Collected and analyzed a discharge sample from Heritage Hills Golf Course lagoon.
- Picked up pump #1 for Mckinsey pump station from the Pentair Pump Group after seal fail repair and returned it to service.
- > Canceled the WWTP farm lease agreement with Boots Farms Inc.
- > Collected a pretreatment sample from Central States Enterprises.
- Collected a pretreatment sample from MacRak.
- Assisted Willis Bros. with cleaning out digester #1 and washing the liner so a plan for liner repair can be developed.
- Replaced all the operation floats in the influent pump station.

Water Plant

- We treated and pumped to town 28,583,828 gallons of water. This is a daily average of 952,794 gallons per day.
- Performed 3,601 lab tests on water at different stages of treatment.
- Collected and shipped distribution samples for DNR compliance to include the following: 16 Bacteriological samples, Total Organic Carbons and Synthetic Organic Compounds.
- Performed annual preventative maintenance on the Potassium Permanganate chemical systems
- Conducted required annual training with employees at the plant for MIRMA and Social Media classes.
- Attended a land auction to acquire a piece of property to the west of Sugar Creek Lake.
- Started the grouting project to stop the bypass water at the spillway.

Water Quality Coordinator

- Stabilized and disposed of 366.85 lbs non-reusable materials
- Distributed 495.7 lbs of recycled material to Moberly residents for reuse
- Accepted 515.88 lbs hazardous waste into the Household Hazardous Waste Facility
- Finished 4th Quarter Outfall Inspection
- Finished installing signs on all priority outfalls
- Recorded priority outfall locations in GIS
- Performed regular construction inspections
- Performed Land Disturbance Inspections for all Land Disturbance sites
- Attended virtual meetings with DNR about new permit requirements
- Registered for bioretention training
- Registered for Stormwater Management webinar
- Attended Webinar on BMP maintenance
- Researched new permit requirements for SWMP
- Updated SWMP for new permit requirements
- Worked on Biannual DNR report
- Researched grant opportunities





Michael L. Parson Governor

Director

Randall W. Williams, MD, FACOG

December 1, 2020

MOBERLY 101 WEST REED STREET MOBERLY, MO 65270

Dear Sir/Madam:

The Missouri Department of Health and Senior Services, Office of Dental Health is proud to announce that the community water system of MOBERLY has been awarded a Water Fluoridation Award from the United States Centers for Disease Control and Prevention (CDC).

Fluoridation is the adjustment of fluoride in drinking water to a level that is effective for preventing tooth decay. This award recognizes those water systems that have achieved excellence in community water fluoridation by maintaining a consistent level of fluoridated water throughout the year 2019.

Community water fluoridation has been recognized by the CDC as one of the ten great public health achievements of the 20th Century. Currently in Missouri, 76.51% of residents are receiving fluoridated water benefits from community water supplies. This is an effective and inexpensive method of preventing tooth decay – in fact, every dollar invested in fluoridation saves at least \$38 in costs for dental treatment.

As the State Dental Director for Missouri, I am pleased to present this Water Fluoridation Quality Award as an expression of my appreciation for your contribution to the prevention of tooth decay in your community.

Sincerely,

Julanen

John Dane, DDS, FAAHD, DABSCD State Dental Director

Enclosure

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTIO

OYER: Services provided on a nondiscriminatory basis.

2019

Water Fluoridation Quality Award

Moberly

Missouri

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The Centers for Disease Control and Prevention commends this water system for its consistent and professional adjustment of the fluoride content to the recommended level for oral health for 12 consecutive months in 2019. High quality water fluoridation, as demonstrated by this water system, is a safe and effective method to prevent tooth decay and improve the oral health of all community residents.

Vertterna-

Casey Hannan, MPH Director, Division of Oral Health National Center for Chronic Disease Prevention and Health Promotion Centers for Disease Control and Prevention

House & Forthour

Theesa "Tracy" J. Bochmer, P.E. National Fluoridation Engineer, Division of Oral Health National Center for Chronic Disease Prevention and Health Promotion Centers for Disease Control and Prevention

U.S. Department of Health and Human Services Centers for Disease Control and Prevention

#9.



SOCIAL MEDIA STATS

LIKES/FOLLOWS

	MONTH	FACEBOOK	INSTAGRAM	TWITTER
NO	VEMBER '20	4,841	907	482
·	JAN '21	5,022	946	475

TOP POSTS FOR JANUARY



PAID MEDIA STATS/MISSOURI DIVISION OF TOURISM

No money has been spent for 2021 campaigns at this time.

I have been finalizing our FY21 Grant Acceptance

Working on ad content for this campaign & finalized all 2020 data

	MEDIA	2019	2020	2021
	DIGITAL	\$10,644.12	\$8,530.54	
ST	SHOW ME RONG DIGITAL	0	\$ 2,989.99	
	PRINT	\$800.00	\$1,200.00	
	RADIO	0	\$4,998.00	
	SEM	\$1,332.93	\$3,465.62	
	BILLBOARD	0	\$2,000.00	
	TOTAL	\$12,777.05	\$23,184.15	

OWNED COMMUNICATION ASSETS

• Published monthly newsletter with a 23.4 open rate (how many people opened it) and a 11.8% click through rate (how many people clicked on articles/links in the newsletter)

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- Published monthly blog "10 Reasons to Visit Moberly in 2021"
- Distributed 800 visitors guides to Missouri Visitors Centers
- Updated tourism website to reflect 2021 updates/changes
- Added all 2021 events to the community calendar & prepped 2021 event calendar for distribution
- Pitched to two travel writers: Chicago Parent Magazine & Tag Talk Blog
- Created graphics and social media posts

ADDITIONAL ITEMS

- Met with one new tourism partner to discuss events & marketing partnerships
- Updated SEM keywords for 2021
- Delivered PPE to tourism partners
- Restocked hotels

PLANNED ACTIVITES

- Worked with businesses for partnership on ads & 2021 events
- Started planning Junk Junktion 2021
- Created a plan for current events extending activities

MONTHLY BILLING

ITEM # DESCRIPTION	JAN	
102.000.521: Advertising	\$1,500	
102.000.540: Contract Labor	\$5,000	
102.000.541: Administrative Fees	\$583	
102.000.550: Consultant Contract	\$417	
TOTAL	\$7,083	

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MAEDC Economic Development Report

December 16, 2020 – January 16, 2021

MAEDC Activity Highlights

- Participated in conference call regarding Fayette downtown master plan grant process with Mid Mo Regional Planning Commission.
- Received several PPI applications for the upcoming round.
- Attended Northeast Missouri Development Partnership meeting
- Updated the MAIP map for the available property.
- Attended Moberly City Council to speak on several projects.
- Missouri DED forwarded notice that the Moberly Area Industrial Park has received recertification through the Certified Sites program.
- Coordinated with Project Emerald on the execution of conveyance documents for the project facility.
- Completed an insurance application for D&O policies for Moberly Holding Company.
- Began planning process for Industrial Club podcast
- Attended Special Meeting for Moberly City Council to accept the conveyance documents for Project Emerald
- Attended Moberly Jr. High Apartments announcement.
- Organized Bylaw Review Committee for MAEDC
- Recorded conveyance documents for Project Emerald with Randolph County Recorder of Deeds.
- Received release deed from Town and Country Abstract
- Zoom call with Alpha Media regarding marketing options for 2021
- Zoom call with Attorney to discuss Holding Company and Moberly Investment Group questions
- Conference call with Mid Mo Regional Planning Commission to discuss RFP input from Fayette.
- Communicated with NMDP Legislative Committee about Capitol Days planning.
- Coordinated site visit with hotel developer for Depot District project.
- Sought bids for cash management instruments for MAEDC
- Followed up on estimates for D&O coverage for Moberly Holding Company
- Communicated with Grimshaw and Associates about updated financials for Moberly Holding Company.
- Followed up on a Moberly CID property that has received rental assistance but is leaving the CID.
- Follow up conversation with Alpha Media about proposed media strategy.
- Hosted meeting about local infrastructure project.
- Quarterly meeting with MRMC
- Hosted MAEDC Bylaw Review Committee Meeting
- Met with CMU Leadership about community development projects.
- Communicated with Notionfront about ads that were denied by Facebook and potential remedies.

- Communicated with Austin Consultants on Project Emerald legal expenses.
- Researched Moberly infrastructure project and analyzed tax data.
- Assisted Missouri Department of Corrections with local marketing.
- Joined Amber Overfelt and J.B. Waggoner by Zoom for the monthly Howard County standing meeting
- Spoke with Kayla Massie regarding her desire to begin a Moberly business. Provided an email introduction for her to Anastasia Tiedmann, SBDC
- Received an email from Jennifer Kingsbury, MO DED, regarding the recertification award for the Howard County Industrial Park
- Emailed Justin Addison supporting Missouri Site Certification Program information associated with the Howard County Industrial Park recertification award
- Spoke to Todd Johannismeier regarding his interest in an industrial/warehouse building
- Spoke to Darrel Stark, Stark Construction, regarding any interest he may have in either in-fill or residential development in Fayette
- Shared Spire Energy small business pandemic relief program with Amber Overfelt and J.B. Waggoner for potential distribution to Howard County businesses
- Sent an email to Steve Erickson, Jefferson City SCORE, to request information about their distance parameters for assisting a business
- Exchanged emails with J.B. Waggoner regarding a southern Howard County business
- Contacted Shari Pretz, Randolph County Sheltered Workshop, regarding warehouse storage space
- Emailed a Kauffman Foundation article regarding rural America to Tyler Griffith and Mike Dimond
- Emailed and shared texts with Adam Flock regarding the Moberly CID decision about reimbursement for PPI work at 220 N. Clark
- Worked on inputting PPI grants into the summary spreadsheet for the January meeting
- Discussed farm ground lease arrangement
- Emailed Mike Dimond, Fayette Main Street Director, regarding the jail BNB
- Met with and emailed Jerry Swartz regarding PPI grant applications and requirements for PPI project reimbursement
- Provided Emily Goyea-Furlong, City of Moberly, the accumulated grant funding for the PPI since inception
- Responded to Jennifer Kingsbury regarding the final determination on the Moberly Area Industrial Park recertification that was successful
- Sent an email to Amber Overfelt and J.B. Waggoner regarding Snoddy's Store discussions and the Fayette residential development opportunity
- Took a call from Luke Ditterele, MarK Twain RCG, regarding the RFP for the City of Fayette Master Plan grant
- Introduced Sylvia Durbin to Anastasia Tiedemann, Kirksville SBDC, for counseling purposes
- Emailed Leremie Shaffer, MiKNan's, to see if he had connected with Anastasia Tiedemann
- Continued work on the Randolph County thank you/encouragement cards

- Sent an email to Dr. Dan Ess and Allan Sharrock regarding the status of the Missouri Ag Initiative
- Emailed Renee Swartz and Shirley Olney regarding waiver of liens for Jerry Swartz projects
- Emailed Aaron Decker, City of Moberly, regarding a PPI application
- Exchanged emails with Amber Overfelt and J.B. Waggoner regarding the December standing meeting
- Emailed Greg Hodges, City of Moberly, regarding the possibility of obtaining the city business license spreadsheet
- Reviewed PPI applications to determine what information was missing to process for the January CID board meeting
- Spoke with Norma Hooten regarding information related to a PPI grant application for 301 W. Reed. She withdrew the application on file
- Exchanged emails with Anastasia Tiedemann regarding a Howard County entrepreneur
- Emailed Shirley Olney regarding the status of Norma Hooten's rent buy down funds release
- Exchanged additional emails with Greg Hodge regarding City of Moberly business licenses
- Exchanged emails with Amber Overfelt and J.B. Waggoner regarding Ameren business assistance
- Researched 2nd round of PPP information per Congress' recent approval
- Exchanged emails with Adam Flock and Shirley Olney regarding PPI waiver of liens for project reimbursement
- Received and forwarded Jerry Swartz's waiver of lien to Shirley Olney for 215 W. Reed St.
- Researched potential business opportunities for consideration in rural communities
- Texted Norma Hooten to notify her of the rent buydown check payment date
- Emailed J.B. Waggoner regarding a meeting with Dr. Roger Drake and Julee Sherman
- Left a voicemail and sent an email to Holly Wipfler, Ameren, regarding any programs that might assist their business customers during COVID
- Emailed Jerry Swartz regarding a PPI project at 212 N. 5th
- Created a scheduling link for the next Missouri Ag Initiative meeting
- Shared Holly Wipfler's response with Amber Overfelt and J.B. Waggoner
- Exchanged emails with J.B. Waggoner to confirm time for meeting with Dr. Drake & Julee Sherman
- Spoke with Grafton Cook regarding doing a presentation for the Fayette CID board
- Signed up for a Retail Strategies webinar regarding the Dec. 21, 2020 COVID relief legislation
- Emailed Lori Watson, PeopleSystem, regarding a discussion about employment taxes
- Spoke with Jerry Swart regarding the PPI project at 212 N 5th
- Spoke with Anastasia Tiedemann, Kirksville SBDC, regarding Leremie Shaffer, Sylvia Durbin, & Carrie Lewis-Swing

- Emailed Amber Overfelt, J.B. Waggoner, & Michael a status update on Leremie, Sylvia, & Carrie
- Spoke with Brandy Blackwell regarding a potential PPI project at 535 W. Reed
- Worked with Shirley to identify status of various PPI grants
- Completed "Pro Row" marketing proposal
- Prepared a PPI Compliance Final Notice letter
- Requested the Downtown Moberly Community Improvement District letterhead from Shirley
- Requested Howard County business program loan guidelines from Amber Overfelt
- Picked up Stephen Powell PPI contract and compared outstanding PPI grants with Shirley
- Researched SBA COVID-19 relief status for sharing
- Spoke with Supt. Aaron Vitt regarding the next MO Ag Initiative meeting
- Emailed Randal the SBA link for distribution regarding the updated and now available COVID business relief
- Reissued a revised doodle to schedule the next MO Ag Initiative meeting
- Prepared the final CID compliance notices for the PPI program
- Left a voicemail for Jamie Shirk, Randolph Area YMCA, regarding downtown grant opportunities
- Finalized and delivered to the Moberly City Hall seven PPI final notice letters for Brian Crane's signature
- Responded to a PPI question from Adam Flock
- Joined Retail Strategies webinar regarding H.R. 133, the most recent COVID relief act
- Returned a call and left a voicemail for J.W. Ballinger
- Received a PPI application from Jerry Swartz for 212 N. 5th. Entered it into the running spreadsheet
- Took calls from Moberly Eye Consultants and J.W. Ballinger
- Connected Justin Addison, Fayette, with Anastasia Tiedemann, SBDC, for business resource purposes
- Watched KCSourcelink videos regarding starting a new business
- Distributed meeting information to attendees of the March 4 MO Ag Initiative
- Shared email traffic with Casey Imgarten, Air Link, regarding scheduling a meeting date
- Took a call from Jamie Shirk, YMCA, and subsequently emailed him regarding a PPI question