

**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
October 02, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For September 18, 2023.

Recognition of Visitors

2. Jeff Arp - MIRMA Grant Update.

Communications, Requests, Informational Items

3. A Request From Jeremy Kitchen To Hold The Annual 2023 Cowboys For Christmas Parade On November 4, 2023.

4. A Request From The Moberly VFW Post 2654 To Hold The 2023 Veteran's Day Parade On November 11, 2023.

5. City Of Moberly Wayfinding Signage Final Design Package.

Public Hearing and Receipt of Bids

6. Receipt Of Proposal For In-Fill Housing.

7. Receipt Of Bids For A New Small Spreader And Small Plow For A New 1-Ton Truck.

8. Receipt Of Bids For Street Striping.

Consent Agenda

9. A Resolution Approving And Authorizing The City Manager To Execute A Purchase And Sale Agreement With Moberly Holding Company.

10. A Resolution Authorizing The Purchase Of A Snowplow And Spreader For The Public Works Department.

11. A Resolution Accepting The Bid And Authorizing The Purchase Of Battery Powered Extrication Tools From Dinges Fire Company For The Moberly Fire Department.

12. A Resolution Accepting The Bid Of Vandevanter Engineering/Cogent, Inc For Maintenance Of Pump Equipment At 7 Bridges Road Lift Station.

13. A Resolution Authorizing The Filing Of An Application With The Missouri Department Of Natural Resources, Financial Assistance Center's Funding Programs For Loans And/Or Grants Under The Missouri Clean Water Law (Chapter 644, RSMo).

14. A Resolution Accepting The Proposal Of Veolia Water Technologies Treatment Solutions USA, Inc., For Waste Water Treatment Plant UV System Maintenance And Authorizing The City Manager To Execute An Agreement On Behalf Of The City Of Moberly.

Ordinances & Resolutions

15. An Ordinance Authorizing Two Cooperative Agreements For Infill Development With J. Mattison Development, A Missouri Limited Liability Company.

- [16.](#) A Resolution Accepting The Bid Of Remole's Coatings LLC For Street Striping And Authorizing The City Manager To Contract For Said Services On Behalf Of The City Of Moberly, Missouri.
- [17.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

- 18. Public Comments.

Adjournment

- 19. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal And A Negotiated Contract. §(610.021)(1,12) RSMo.

We invite you to attend virtually by viewing the meeting live on the City of Moberly's 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.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
Department: City Clerk
Date: October 2, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For September 18, 2023.

Summary: Please find minutes from the last regular meeting on 9/18, in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
September 18, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the September 5, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A request was received from the Moberly Area Community College to approve a street closure of College Avenue from West Burkhardt Street to West Reed Street for the annual Art on the Block event on September 30, 2023. A motion was made by Kyser and seconded by Jeffrey to approve the event. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for re-establishing existing ditches: **RB Small Excavation LLC**, \$6.90; **Willis Bros. Inc.**, \$9.50; **CL Richardson Construction**, \$6.92. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for Information Technology Administrative Services: **Integritel**, \$52,320; **Computerized Business Systems**, \$65,000; **Fusion Technologies**, \$40,428. A motion was made by Kyser and seconded by Kimmons to accept the bids. Ayes: Brubaker, Jeffrey, Kyser and Kimmons. Nays: none. Abstain: Lucas.

The following bids were received for two battery powered positive pressure ventilation fans for the Moberly Fire Department: **Banner Fire Equipment**, \$11,153; **Sentinel Emergency Solutions, LLC**, \$10,298.36; **Leo W. Ellbracht**,

\$10,67.51; **Dinges Fire Equipment**, \$11,210. . A motion was made by Lucas and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Jeffrey made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Bill No. R1522: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., TO CREATE A MOBILE APPLICATION FOR THE CITY OF MOBERLY, MISSOURI”

Bill No. R1523 “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRACON CONSULTING, INC., TO OBTAIN SITE CERTIFICATION FOR THE MOBERLY INDUSTRIAL PARK”

Bill No. R1524: “A RESOLUTION ACCEPTING THE BID OF RB SMALL EXCAVATION, LLC, AND AUTHORIZING CONTRACTING FOR RE-ESTABLISHING DITCHES IN MOBERLY, MISSOURI”

Bill No. R1525: “A RESOLUTION ACCEPTING THE BID OF SENTINEL EMERGENCY SOLUTIONS, LLC FOR TWO BATTERY POWERED POSITIVE PRESSURE VENTILATION FANS FOR THE MOBERLY FIRE DEPARTMENT”

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

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE CHANGING THE STREET NAME OF ALL ADDRESSES ON COLLEGE AVENUE TO INCLUDE THE PREFIX OF NORTH OR SOUTH”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Jeffrey seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE DECLARING THE NEED TO ACQUIRE CERTAIN INTEREST IN REAL PROPERTY FOR PARK LAND; AUTHORIZING ACQUISITION BY NEGOTIATION OR, IF NECESSARY, BY CONDEMNATION; AUTHORIZING THE CITY MANAGER TO OBTAIN AND EXECUTE ALL INSTRUMENTS NECESSARY FOR ACQUISITION OF SUCH LAND; AND FIXING THE TIME WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE”** 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: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI, TO EXECUTE AN AGREEMENT WITH FUSION TECHNOLOGIES, LLC. TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES”** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Jeffrey, Kyser and Kimmons. Nays: none. Abstain: Lucas. 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 Jeffrey to adopt the Resolution. Ayes: Brubaker, Jeffrey, Kyser and Kimmons. Nays: none. Abstain: Lucas.

Lucas introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES, INC., FOR EXECUTIVE RECRUITMENT SERVICES”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN SEPTEMBER 1, 2023 AND SEPTEMBER 14, 2023, IN THE AMOUNT OF \$1,307,638.78”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

Kyser made a motion to appoint Jerry Jeffrey to the Moberly, Missouri, Public Building Corporation for a three-year term to fill the expired appointment of John Davis. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser complimented the Chamber of Commerce for an exceptional Gus Macker and Junk Junktion event.

Colin Schowe, KWIX/KRES Radio Station, was present from the Media.

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

Work Session

The Following Was Discussed At The Work Session:

Receipt Of Proposal For In-Fill Housing at 1029 and 1209 Concannon Street.

Purchase Agreement For 38 Acres In The Industrial Park.

Receipt Of Bids For A New Small Spreader And Small Plow For A New 1-Ton Truck.

Discussion Of Donation Of Parking Lots On W Rollins. *The Council asked to see other parking lot options.*

A Request To Approve The Probable Cost Estimate And Plan Drawing Of The New Fire Station With WSKF Architects.

A Request To Authorize The Moberly Fire Department To Purchase Battery Powered Extrication Tools Budgeted This Fiscal Year Through Dinges Fire Company.

A Request From Jeremy Kitchen To Hold The Annual 2023 Cowboys For Christmas Parade On November 4, 2023.

A Request From The Moberly VFW Post 2654 To Hold The 2023 Veteran's Day Parade On November 11, 2023.

A Discussion Regarding A Resolution Approving A Proposal From Vandevanter For 7 Bridges Road Pumping System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding A Resolution Approving A Proposal From Veolia for Wastewater Treatment Plant UV System Maintenance And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding A Resolution Approving The Moberly City Clerk As Authorized Representative For DNR Funding Applications And Authorizing The City Manager To Submit The Resolution To The Department Of Natural Resources.

Review Of A Telecommunication Service Contract For Moberly City Hall.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: October 2, 2023

Agenda Item: A Request From Jeremy Kitchen To Hold The Annual 2023 Cowboys For Christmas Parade On November 4, 2023.

Summary: A request was received from Jeremy Kitchen to hold the annual 2023 Cowboys for Christmas Parade on November 4, 2023, beginning at 12:00 p.m. This is an annual event to benefit Randolph County area children. The parade will begin at the Lodge in Rothwell Park. The parade will travel from the lodge south on Rothwell Park Road, across the dam to Holman Road. Turn left onto Holman Road and travel north to Concannon St, turn right onto Concannon and travel east to Johnson St. then south to W Rollins St. Turn right onto W Rollins Street and travel west to College Ave, then left on College Ave and travel south to Fisk Ave. Turn right and travel west on Fisk Ave to Rothwell Park Road at the maintenance building, turn right and then return to the Lodge on Rothwell Park Road. The contact person is Jeremy Kitchen, 660-676-0634. Approximately 80 units are expected to participate. Those participants will be on horseback or riding in horse drawn conveyances. Six persons are expected to be available to help with the parade along the route.

Recommended Action:

Please approve the request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Jeffrey**

Passed

Failed

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

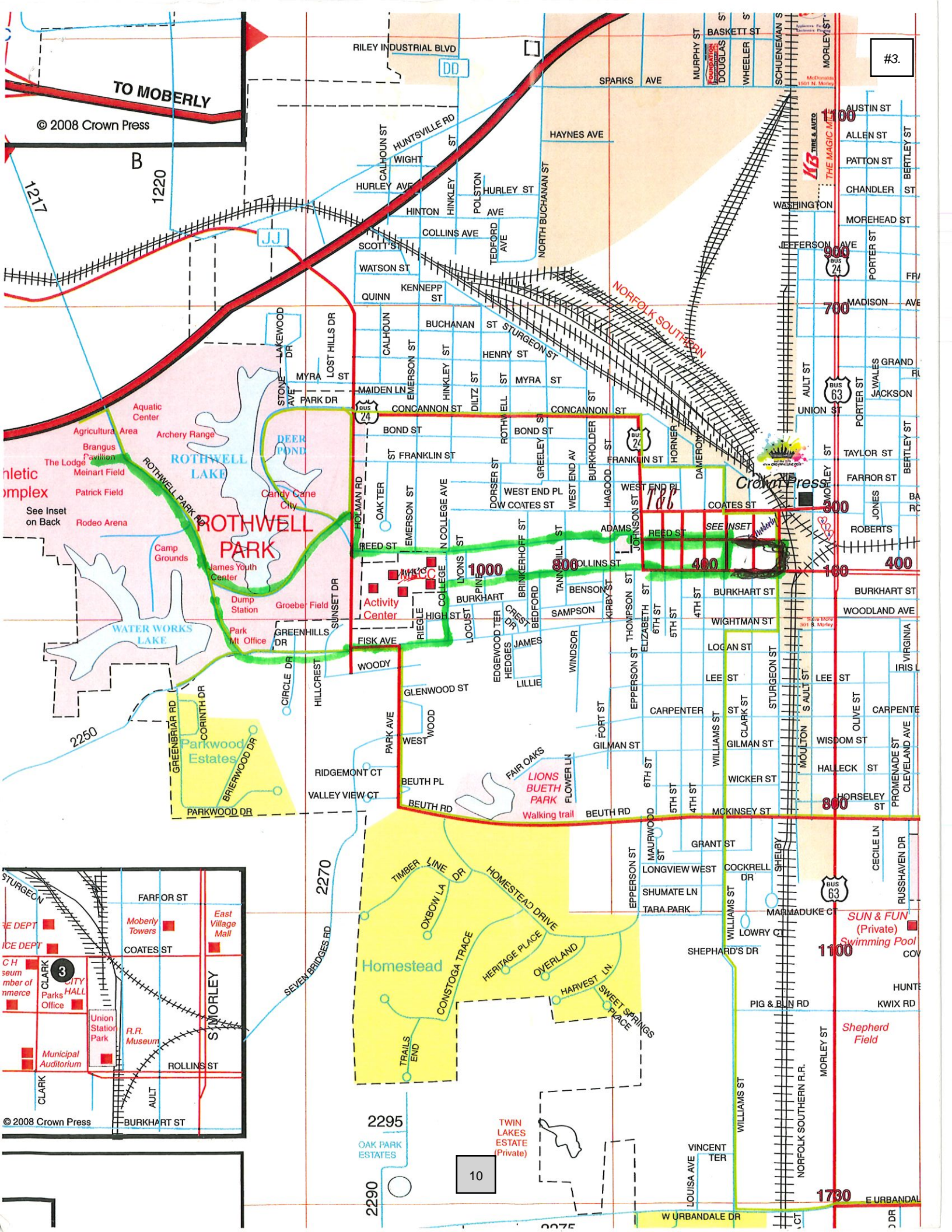
APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 8/27/23

1. Organization/Agency requesting permit: Cowboys For Christmas
2. Name of Person making Application: Jeremy Kitchen
Contact Person: Jeremy Kitchen Phone: 660-676-0634
3. Date of Parade: 11/4/23 Start Time: Noon
4. Staging Area: The lodge at Rothwell Park
5. Approximate Number of Units Participating in Parade:

A. Bands	D. Foot Units
B. Motorized Units	E. Animal Units <u>75</u>
C. Floats	F. Others

Total Number of Units: 75
6. Parade Route and ending point: Start at Lodge Rothwell Park, go across the dam, to Holman Road turn Rt, go to Reed St turn left, continue on Reed St through downtown, turn Rt on Williams St, turn Rt on Rollins St, go to College ave turn left, go to Fisk ave turn Rt Turn Rt at Rothwell Park go back to the lodge
7. Will organization or parade participants be dispersing any items during the parade? Yes ☒ No ☐ If yes, what? Candy
8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? 4
9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐
10. Signature of Applicant: Jy Kitchen
11. Approved: CP Disapproved: _____
12. By authority of: [Signature] Date 09/05/23
(Chief of Police)



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#3.

TO MOBERLY

B

1220

1217

JJ

DD

100

900

700

300

100

400

100

800

1100

1700

2295

2290

10

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City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: October 2, 2023

Agenda Item: A Request From The Moberly VFW Post 2654 To Hold The 2023 Veteran's Day Parade On November 11, 2023.

Summary: The Moberly VFW Post 2654 requests permission to hold the 2023 Veteran's Day parade on November 11, 2023, beginning at 11:00 a.m. The parade will be staged in the 600 block of Adams Street and west into the 700 and 800 block of W Reed Street. The parade will travel east on Reed Street from Adams Street and Johnson Street to Clark Street and Reed Street where it will turn south and disband in the 100 block of N Clark Street. The contact person is VFW Commander, Chris Wertz, 660-651-3869. Approximately 70 to 100 units are expected to participate. The VFW will have 5-10 volunteers assisting with the parade. The Moberly Police are requested to provide traffic control along the parade route.

Recommended Action Please approve the request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: Sept. 6, 2023

1. Organization/Agency requesting permit: VFW Post 2654

2. Name of Person making Application: Chris Wertz

Contact Person: Chris Wertz Phone: 660-651-3869 or 660-263-6030

Address: 1347 S. Morley

3. Date of Parade: Nov. 11, 2023 Start Time: 11 AM

4. Staging Area: Adams St. next to Post office the W. Reed
starting behind post office - west to College Ave.

5. Approximate Number of Units Participating in Parade:

A. Bands 3 D. Foot Units 6
B. Motorized Units 70-80 E. Animal Units unk
C. Floats 5 F. Others unk

Total Number of Units: 70-100

6. Parade Route and ending point: Start at Johnson & Reed St., east
on Reed street to Clark St. (south-right) on Clark
& Disband

7. Will organization or parade participants be dispersing any items during the parade? Yes ☒ No ☒ If yes, what? maybe Buddy Poppies or small flags

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? Hopefully 5-10

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

10. Signature of Applicant: Chris Wertz

11. Approved: X Disapproved _____

12. By authority of: [Signature] Date 09/12/23
(Chief of Police)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Community Development

Date: October 2, 2023

Agenda Item: City Of Moberly Wayfinding Signage Final Design Package.

Summary: Attached is the Final Design Document from Arcturis for Wayfinding signage design for the City of Moberly. This information is based on their experiences from many other communities and input based on Arcturis Staff field visits and information from Staff & community stakeholders.

Recommended

Action: Accept this document.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other <u>Final Document</u>

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

City of Moberly Exterior Wayfinding Signage Final Design Package

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City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-100

The General Notes & Performance Specifications/Requirements are an integral part of this Design Intent Package. The Sign Contractor, Sub-Contractor and the General Contractor are responsible for all aspects of fabrication identified in this document. Any exclusions or substitutions to this document or to the Design Intent Drawings must be stated in writing to the Owner at the time of bid.

Perform all work in conformance with all building owner requirements, including but not limited to, normal business hours, construction procedures, material delivery, storage and personal conduct. Construction activities: installation, erection, maintenance, alteration, repairs or demolition generating excessive noise, odor or irritation, or activities which could other wise pose a threat to public health, safety and welfare should be performed after normal business hours. Contact owner for requirements.

The acceptance of these drawings by sign vendors, bidders, fabricators, or contractors and their agents constitutes agreement to the following conditions:

PART 1 - PRODUCTS

DESIGN INTENT DRAWINGS

- Design intent drawings are for the sole purpose of design intent only. Drawings are not intended for construction purposes.
- Resulting shop drawings and contract documents including permit documents are the sole responsibility of the Sign Contractor in every respect.
- Sign Contractor must reference sign type drawings, message schedule and location plan.
- ARCTURIS, can be contracted to review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, material selection, shop drawings, contract documents or any other agreement other than agreement with the Owner authorizing these documents.
- All map artwork shown is in design intent only, any map artwork beyond design intent to be provided by Owner. Owner may choose to contract ARCTURIS directly for additional services.
- All QR codes are shown as design intent only, any further development will require the Owner to provide programed QR codes to fabricator. Owner may choose to contract ARCTURIS directly for additional services.

FABRICATION AND INSTALLATION

- The sign Contractor is responsible for the fabrication and installation of the sign package. The Sign Contractor is responsible for the design and engineering of all structural, attachment, anchoring, mounting hardware and foundation features.
- Signs requiring structure/foundation/anchoring are to be stamped and sealed by a licensed, practicing engineer.
- The Sign Contractor is responsible for field verifying all conditions and coordinating with the construction project manager prior to and during shop

- drawing submittal, fabrication, and installation.
- All hardware and fasteners to be concealed unless otherwise noted. Finish all exposed hardware and fasteners to match surrounding sign surfaces (colors) unless otherwise noted.
 - Contractor Recommendations: The Sign Contractor shall carefully study the detail drawings and make recommendations for changes if those changes improve the quality of any fabrication. Such recommendations and changes including any changes in contract amount shall be approved in writing by the Owner prior to preparation of shop drawings or fabrication. Owner may choose to contract ARCTURIS directly for additional services.
 - Sign Contractor is responsible for removal of existing signs, hardware and/or posts where replacement is included in package.
 - Sign Contractor shall be responsible for coordination of all elements with General Contractor, other sub-Contractors and trades people relative to this work. The coordination efforts will include, but not limited to: deliveries, work schedules, and installation. Storage space at the job site is limited and will also require coordination and/or approval. Materials or finished work stored at the job site without prior permission may be relocated at Contractor's expense.
 - Sign Contractor shall be responsible for determining the erection and dismantling of all barricade or protective coverings necessary to safeguard the public and property during the performance and duration of his or her work.
 - Sign Contractor is responsible for compliance with all applicable environmental regulations.
 - Sign Contractor is responsible for compliance with all OSHA regulations.
 - Sign Contractor will be responsible for any damage caused to building, site, and adjacent objects or elements during installation. The Contractor shall be responsible for cleaning up all work areas upon the completion of their work, on a daily basis.
 - Sign Contract to Verify that footings, blocking and backings installed by other trades have been installed in the appropriate locations for anchoring.
 - Examine substrates and finishes or areas to receive graphic elements to determine if they are in satisfactory condition for installation of systems.
 - Do not proceed with installation of elements until unsatisfactory conditions have been corrected.
 - All locations on plans are general locations and will need to be surveyed, staked and adjusted prior to putting any signs in the ground. Confirm locations with Owner. Owner may choose to contract ARCTURIS directly for additional services.

ARTWORK FILES

- Electronic artwork as required by the Sign Contractor for symbols or custom designed graphic elements (i.e.: logos, symbols, illustrations, arrows, or patterns) will be provided in Adobe Illustrator CC or EPS outlined format at full size. The digital artwork will be submitted via e-mail, FTP site or CD as appropriate. Adobe Photoshop raster image files will also be provided when necessary. All enlarging and reducing of artwork is the responsibility of the Sign Contractor.
- ARCTURIS cannot provide copies of licensed fonts. Sign Contractor responsible for obtaining/purchasing typefaces used in production of the sign package.

PERMITS & INSURANCE

- The Sign Contractor is responsible for securing all sign permits.
- Sign Contractor shall secure and pay for all insurance required by law including: Liability, Worker's Compensation, Comprehensive, Construction Liability, Personal Injury, Comprehensive Auto and Property on- and off-site.
- Sign Contractor shall not reveal or disseminate any information to any person(s), private or public, other than Owner or Contractor's personnel necessary to execute the contract without first contacting the Owner for permission.

SUBMITTALS

Shop Drawings
The Sign Contractor shall submit two sets of detailed shop drawings; one (1) set of prints, and one (1) set of reproducible set of plans to ARCTURIS and one (1) set of prints, and one (1) set of reproducible set of plans to the Owner for review prior to production. These drawings are to show/indicate all materials, finishes, construction details, lighting requirements, installation details, artwork and structure, including locations of all material seams (finished and unfinished). The Owner shall review shop drawings and data with a promptness as to cause no delay in the work. Owner may choose to contract ARCTURIS directly for additional services to review and recommend on the shop submitted shop drawings. The Contractor shall make all corrections required and resubmit for final review. Final reviewed and “Approved” or “Approved as Noted” shop drawings must be received from the Owner before production starts. Shop drawings will be reviewed for compliance with design intent only. The Sign Contractor is responsible for engineering each object to meet all load and wind requirements with sealed drawings and calculations by certified engineers. The Contractor is responsible for all other aspects of fabrication including engineering, procedure, installation techniques and performance as well as coordination with site conditions and related trades. Contractor is responsible for coordination, permitting and approvals with MODOT and local municipalities.

Structure
Design, installation, internal structure, mounting assemblies and foundations are to be completed by Sign Contractor. Contractor shall submit two (2) sets of prints and one (1) reproducible set of comprehensive engineering drawings to the OWNER for use in incorporating adequate foundation and/or mounting structure for all sign components to meet all load and wind requirements and given site conditions. Owner may choose to contract ARCTURIS directly for additional services to handle incorporation of these elements into final drawings. The Contractor shall, at his or her expense, submit for the Owner's review, calculations, sealed by certified engineers registered in the state of final installation, for all structure members including foundations.

Signage/Cabinet
Details shown on the drawings shall be followed for exterior appearance. Structural design shall utilize unitized, self-supporting framing. Fabricate cabinet, exposed faces and graphic devices to size and styles indicated and produce surfaces free from oil canning, warping, distortion or any other

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irregularities or inconsistencies. Include internal bracing for stability and attachment of mounting accessories as required. Contractor may change interior construction shown on the details to conform with shop practices. However, these changes must be submitted as part of the shop drawings and be reviewed and accepted by ARCTURIS prior to fabrication.

Samples

The Contractor shall submit a two (2) samples (minimum size 6” x 6” or as requested by ARCTURIS) of each color and finish on the specified materials. Samples must be submitted in a time frame allowable for review, multiple adjustments, and approval with out delay to the project. ARCTURIS review of samples will be for color, texture, and aesthetic compatibility with existing or adjacent materials. Compliance with all other requirements is the exclusive responsibility of the Contractors. When specified, furnish full-size samples of objects, partial objects, and/or materials. Resubmit samples if requested until required sheen, color, texture, and compliance with Fabricator Performance and Material Requirements is accepted.

QUALITY ASSURANCE

Quality of Workmanship

The Sign Contractor shall be responsible for the quality and delivery of all materials and workmanship required for the execution of the contract including the materials and workman ship of any firms or individuals who act as his or her Sub-Contractors. Contractors shall be responsible for providing Sub-Contractors with complete and up-to-date drawings, performance and material requirements, graphic schedules and other information issued by ARCTURIS.

Performance

The Sign Contractor shall base his or her proposal on the performance of all services, including all items of labor, material and equipment required to complete fabrication and installation of specified work within the time frame agreed by the Contractor, Owner and ARCTURIS.

Dimensions

Written dimensions on the drawings shall take precedence over scaled dimensions. Sign Contractor shall verify and be responsible for all dimensions and conditions shown by these drawings.

Sign Message Schedule

Copy, quantities and reference shown on the Message Schedule shall take precedence over drawings.

Execution

Sign Contractor shall notify the Owner and ARCTURIS of any discrepancies in the drawings or Message Schedule, in field dimensions or conditions, and/or changes required in construction details. Issues such as messages being too long to fit into the required formats, difficulty accurately reproducing logo or graphics, etc., must be brought to the attention of the Owner and ARCTURIS prior to execution. It is required that the Contractor not resolve any discrepancies on their own without first consulting the Owner and ARCTURIS.

New Material/Stock

All materials, hardware, electrical components, finishes, etc. used to fabricate any and all components shall be “NEW” (not previous used or operated in any other application) and from the most recent original manufacturer’s run/supply and appropriately matched to the conditions required of the site.

Electrical

UL Compliance: Complete UL, or approved nationally recognized testing agency, compliance, as required is the responsibility of the Contractor. Contractor shall provide lighting fixtures and electrical components that meet all UL testing lab requirements for safety, operation, and construction. Fixtures and components must be UL-labeled and listed and shall indicate locations and electrical service required for review by the Owner and ARCTURIS unless noted otherwise. Contractor is responsible for all final electrical connections.

Electrical Hardware: All transformers, LED power supplies, and electrical hardware shall be concealed, non-audible and non-visible to pedestrians and vehicular traffic. Provide disconnect switch if required by governing agencies.

Lighting and Illumination

All lighting fixtures/sources/letters shall emit a color balanced, consistent and uniform light with no browning, flickering, or any other uneven effect.

Illuminate units in the manner indicated using the manufacturer’s standard lighting components including: LED, fluorescent, incandescent, and/or neon, fixtures, LED power supplies, transformers, ballasts, insulators and other components. Make provisions for servicing and for concealed connections to the building system. Coordinate all electrical components with those who supply power.

Fastening

Fasteners on all visible surfaces shall be concealed, except where noted. Work shall be secured with fasteners of the same metal, color and finish as the component they secure where they are exposed to view. Surfaces shall not be penetrated during fabrication or installation, except where noted. Surfaces shall not be deformed, distorted, or discolored by attachment of concealed fasteners. All fasteners shall be resistant to oxidation or other corrosive action completely through their cross sections. Fasteners shall be utilized in strict accordance with their manufacturer’s specifications, directions, and recommendations.

ADA

All signs must comply with ADA Guidelines and/or code requirements for finishes, raised lettering and braille, and mounting heights.

Labeling

There shall be no visible labels, manufacturer’s or otherwise, code permitting, on the visible exterior of completed signs or other objects.

MAINTENANCE

The Contractor shall provide to Owner one (1) printed and one (1) electronic PDF of complete finish/component care instructions as specified by the manufacturer for on-going cosmetic cleaning and maintenance. These are to be submitted in an 8-1/2” x 11” format.

PROPRIETARY INFORMATION NON-DISCLOSURE AGREEMENT

All ideas, designs, arrangements and plans indicated or presented by these drawings are owned by and are the property of the Owner, and were created, evolved and developed for use on and in connection with the specific project. None of the ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of ARCTURIS and the Owner. The Owner may have additional requirements or restrictions for which the Sign Contractor is also responsible.

PREQUALIFIED CONTRACTORS

Prequalified Contractors that will be considered for the work.

1. ASI Signage Innovations 2200 Olive St. St. Louis, MO 63103, 314-678-2648 www.asisignage.com (Contact Steve Calhoun, steve.calhoun@asisignage.com)
2. Star Signs, LLC 801 E. 9th Street, Lawrence, KS 66044, 785-312-1020 <http://www.starsignsllc.com/> (Contact: Jeanna Stoll, jeannas@starsignsllc.com)
3. Engraphix 132 Hanley Industrial Ct., St. Louis MO 63144, 314-781-7878 www.engraphix.net (Contact: Moira Adams, 203-231-5998, madams@engraphix.com)

BID NOTES

1. Pricing shall be submitted in accordance with the bid documents.
2. A complete production timeline must be included.
3. Items not bid shall must be clearly marked “Not Bid”.
4. Remove and replace existing sign posts to match specifications for signs that do not need replacing but post needs to be updated.
5. Remove and replace regulatory signs that need to be updated but have existing posts that match specifications. Note these are mainly handicap, caution and charging station signs.

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PART 2 - PRODUCTS

Opaque Applied Vinyl on Graphic Substrates [INC FLUORESCENT, METALLIC]

- A: Premium Cast Vinyl:
- Thickness: 2-mil, 2.5 to 3.5 mils with adhesive.
 - Roll Width: 48 inches.
 - Properties: Inks, paints, dyes, and other materials used in the process will be compatible and guaranteed against discolorations, deterioration or delamination.
 - Adhesion: Clear, pressure sensitive adhesive with Kraft paper liner.
 - Finish: Matte
 - Color: To be selected from manufacturer’s full range.

- B: Products:
- 3M™, 3M™ Controltac IJ180Cv3 with Comply Adhesive or Scotchcal Electrocut™ Graphic Film 7725 or 7125 Series selected for application, with Matte Lam, 3M™ Commercial Graphics Division, 1-888-364-3577, <http://solutions.3M™.com>
 - AveryDennison, formerly Avery Graphics, <http://www.na.averygraphics.com>
 - Substitutions upon approval by Owner and Designer.

- C: Graphic Protection: 3M™ Screen Print Clear Coat Matte Over-Laminate, recommended by manufacturer for installation and compatible with inks used to produce the graphic.
- D: Warranty to be three (3) years against fading, cracking, chipping and peeling.
- Graphics to be installed by a manufacturer’s certified installer to preserve warranty.

Reflective Applied Vinyl on Graphic Substrates [NOT BACKLIT]

- A: Translucent Vinyl, Thermo-formable Graphic Film, with Protective Top Coat:
- Thickness: 2 mil, 3 to 4 mil with adhesive.
 - Roll Width: 48 inches.
 - Properties: Capable of electronically generated cuts.
 - Adhesion: Clear, pressure sensitive, with synthetic liner.
 - Finish: Matte
 - Color: To be selected from manufacturer's full range.

- B: Products:
- 3M™ Scotchcal Reflective Film Series IJ68OCR with Comply Adhesive, 3M™ Commercial Graphics Division, 1-888-364-3577, <http://solutions.3M™.com>
 - AveryDennison, formerly Avery Graphics, <http://www.na.averygraphics.com>
 - Substitutions upon approval by Owner and Designer.

C: Graphic Protection: 3M™ Screen Print Clear Coat, recommended by manufacture for installation and compatible with inks used to produce the graphic.

D: Warranty to be three (3) years against fading, cracking, chipping and peeling.

- Graphics to be installed by a manufacturer’s certified installer to preserve warranty.

Applied Vinyl Window Graphic

- A: Engineered Grade Cast Vinyl Film:
- Thickness: 3 mils, nominal with adhesive.
 - Roll Width: 48 inches.
 - Properties: For dry application to existing glass surface to provide translucent etched appearance with uniform color in both reflected and transmitted light.
 - Color: Dusted Crystal #314 (acid-etched look) translucent.
 - Adhesion: Clear, pressure sensitive adhesive with Kraft paper liner.

- B: Products:
- 3M, 3M Scotchcal Electrocut Graphic Film #7725SE, 3M Commercial Graphics Division, 1-888-364-3577, <http://solutions.3m.com>
 - AveryDennison, formerly Avery Graphics, <http://www.na.averygraphics.com>
 - Substitutions upon approval by Owner and Designer.

- C: Warranty to be a three (3) years against fading, cracking, chipping and peeling.
- Graphics to be installed by a manufacturer's certified installer to preserve warranty.

Dimensional Characters

A: Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of 6063-T5.

- B: Cutout Characters: Cut characters from solid plate of thickness and metal indicated. Produce precisely cut characters with square cut, smooth edges. Comply with requirements indicated for finish, style, and size.
- Metal: Aluminum, brushed face and polished sides.
 - Finish: Painted, or Clear Coat.
 - Characters 1” thick or less shall be solid plate. Characters greater than 1” thick shall be Reverse Fabricated.
 - Edges: Square cut, polished.
 - Mounting Methods: Use concealed fasteners fabricated from materials that are not corrosive to sign material and mounting surface.

Changeable Sign Panel System

- A: Manufactures:
- ASI Signage Innovations 2200 Olive St. St. Louis, MO 63103, 314-678-2648 www.asisignage.com (Contact Steve Calhoun, steve.calhoun@asisignage.com)
 - Sign Bar/Sign Panel, manufactured by APCO Graphics, Inc., 388 Grant St. SE, Atlanta, GA 30312 404-688-9000, www.apcosigns.com
 - Substitutions upon approval by Owner and Designer.
- B: Warranty to be a ten (10) years against fading and fogging.

- Graphics to be installed by a manufacturer's certified installer to preserve warranty.

Aluminum Sign Post

- A: Cast Aluminum Post:
- One-piece construction
 - Shaft: 2 1/2” diameter shaft, extruded aluminum
 - Base: TBD by Manufacture
 - Hardware: Tamper resistant, stainless steel.
 - Anchor Bolts: Hot-dip galvanized, minimum four per post.
 - Shaft shop welded to base casting. Grind welds smooth.

Metals

- A: General
- Exposed metal work shall be smooth and free of surface blemishes including pitting, roughness, seam marks, roller marks and/or trade names. Do not use materials which have stains or discolorations.
 - Welds should be continuous, clean and ground smooth. Welds should not be visible under paint surface. Joints should be ground to a clean, tight corner.
 - Paint surfaces unless otherwise noted.

- B: Aluminum:
- Reference Standards: ASTM B209-07 and ASTM B221.
 - Material:
 - Plates and Sheets: Alloy 6063-T5 meeting ASTM B209.
 - Extrusions: Alloy 6063-T5 meeting ASTM B221.
 - Finish: As indicated in Signage and graphics Drawings.
 - Coat aluminum in contact with concrete and cementitious materials with a conversion coating to prevent corrosion.

- C: Steel:
- Steel Sections: ASTM A 36/A 36M, or as noted on drawings and scope of work.
 - Steel Tubing: ASTM A 500, Grade B cold-formed structural tubing.
 - Plates: ASTM A 283, ASTM A 276 - Type L, or as noted on drawings and scope of work.
 - Pipe: ASTM A 53/A 53M, Grade B Schedule 40, black finish.
 - Welded frames and bracing, hot-dipped galvanized steel.
 - Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - Bolts, Nuts, and Washers: ASTM A 325, galvanized to ASTM A 153/A 153M where connecting galvanized components. Made in the USA only
 - Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
 - Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.
 - Size: Provide sizes appropriate for the fabrication condition to prevent warping and distortion.

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11. Finish: As indicated on Drawings.

D: Stainless Steel:

1. ASTM A276 Type 304 or ASTM A 276 - Type 316L when near salt water.
2. Bolts, Nuts, and Washers: ASTM A320. Made in the USA.

Paint

A: General

1. Coloring agents used in this project shall be as stable as possible. Any fading, discoloration or delamination within the warranty periods shall be unacceptable.
2. Paints and pigments shall contain no lead.

B: Manufacturers:

1. Matthews Paint Company, a division of PPG Industries, Delaware, OH, 800-323-6593, www.ppg.com/coatings/matthewspaint
2. Substitutions upon approval by Owner and Designer

C: Provide the Manufacturer's premium grade product, top coat, undercoat and primer, complying with compositional requirements and recommended for anticipated exposures and substrates.

D: Paints, pigments, inks or any other coloring agents used on acrylic coated fabrics shall be as recommended by the Manufacturer for optimum adherence to acrylic surfaces and fade resistance in the intended applications.

E: Volatile Organic Compounds:

1. Painted items located on the interior of buildings shall be low VOC based on the California South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings.
a. Graphic Arts (sign) Coatings, less than 500 g/L.

F: Systems: Top coat colors and textures to be as indicated on Signage and graphic Drawings. For each individual system, provide primer, other undercoat, and clear coat paint produced by the same manufacturer as the finish topcoat.

1. Substrate Preparation: Matthews Paint pretreatment, fillers and/or undercoat as recommended by manufacturer.
2. Provide manufacturer's recommended additives, intermediate surfacers, sealers and/or spray bond for application method and environmental conditions.
3. Return of dimensional letters, channel letters and cabinets to be same as face color unless otherwise noted.
4. Exposed rear faces of channel letters, dimensional letters and cabinets to be same as face color unless noted otherwise.

G: Schedule: Sheen as specified, unless noted otherwise on Drawings.

1. Exterior Signage and graphics, and Non-Tempered Spaces:
a. Primer: Low VOC primer recommended by manufacture for substrate and topcoat.
b. Topcoat, minimum two coats: Series MAP SVOC (Satin VOC), acrylic polyurethane Low VOC, Satin sheen.

- c. Clear Coat: Low VOC, Super Satin Series 290-228, satin sheen.
2. Clear coating for ADA Graphics:
a. SOA 4158SP ADA Clear, meeting ADA requirements for gloss and appearance.
3. Clear coating of surfaces where clear coat is noted, but no top coat is desired:
a. Super Satin Clear #290 228SP, two component fluoropolymer.
4. Clear coating of metals where clear coating is noted, but no top coat is desired. Coating of stainless steel is not recommended. [NOT LOW VOC?]
a. Topcoat: Series SOA 6062SP Satin Gloss Clear.
b. Topcoat: Series 42-260SP Braco High Gloss Clear.

Concrete

A: Concrete – Refer to Section 033000 Concrete.

B: Materials:

1. Cementitious Material Tint: Clear.
a. Portland Cement: ASTM C 150, Type I/II
b. Fly Ash: ASTM C 618, Class C.
c. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
2. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
a. Maximum Coarse-Aggregate Size: 1 inch nominal.
b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
3. Water: ASTM C 94/C 94M and potable.

Fasteners

A: Mechanical fasteners shall be concealed, unless noted otherwise as part of a thematic design.

B: Fasteners shall be corrosion-resistant and chemically compatible with adjacent materials.

D: Anchors and Inserts: Provide stainless steel anchors and inserts for exterior installations and elsewhere required for corrosion resistance. If fasteners are not available in stainless steel, provide hot-dipped galvanized anchors and inserts.
1. Provide toothed steel expansion bolt devices for drilled in place anchors.
2. Provide inserts, as required, to be set into concrete or masonry work.

E: Attachment Hardware: Provide stainless steel attachment hardware. If hardware is not available in stainless steel, provide hot-dipped galvanized hardware.

F: Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.
1. Product; 3M VHB (very high bond) double-sided adhesive transfer tape.
2. Material: 2.0 mil 100MP adhesive with 4.2 mil 58 lb. poly-coated craft paper liner.

3. Width: ½" wide.
4. Color: Clear.

G: Standoff Panel Supports and Caps:

1. Type and size required for mounting method.
2. Manufacturers:
a. Albion, 615-591-9731, <http://signdesignsystems.com>
b. Gyford Standoff Systems, 775-829-7272, <http://www.standoffsystems.com>
c. Nova Display, 800-753-9688, <http://www.novadisplay.com>
d. Substitutions upon approval by Owner and Designer.
3. Material: Stainless steel.
4. Optional: Hardware Snap Cover, as manufactured by 3Form, 800-726-0126, 206-524-2223, www.3-form.com
5. Color: Paint to match returns of graphic.

PART 3 - EXECUTION

Fabrication

A: General:

1. Contractor to obtain MODOT approval prior to fabrication.
2. Components shall be shop-fabricated and shop-assembled to extent possible.
3. Responsibility for methods and techniques used to construct the work lies solely with the Contractor.
4. Exhibit and Graphic Media shall be free of bubbles, flaws, streaks or other anomalies.

B: Substrate edges and backs shall be finished, primed and painted a color, unless noted otherwise.

C: Graphic Media: Provide paints and inks compatible with printing films and substrates. Paints, inks, films, substrates, and over laminates shall be UV-resistant.

Examination

A: Verify that field dimensions and conditions are acceptable and are ready to receive work.

Preparation

A: Supply setting templates to the appropriate entities for steel items required to be cast into concrete.

Panel Fabrication

A: Provide panel Signage and graphics that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

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B: Conform to requirements of this section for structural design, concealment of fasteners and fabricated materials including attachment to structure.

C: Produce smooth panel sign surfaces constructed to remain flat under installed conditions within tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally.

D: Shop Fabrication: According to panel manufacturer’s instructions.

E: Edge finish to eliminate sharp edges, protrusions or other potential hazards.

Metal Assembly and Installation

A: Fabricate and shop-assemble in largest sections practical for delivery to site. Components shall be shop-fabricated and shop-assembled to extent possible.

B: Prepare and reinforce fabrications as necessary to receive applied items.

C: Grind exposed edges. Give corners a radius of 1/8 inch. This includes edges created by routing or water jet cutting processes.

D: Provide gasketing, insulation or other method necessary to prevent galvanic action between dissimilar materials.

E: Joints: Joints are to fit tightly and securely. Joints to be ground to a clean, tight corner. Make exposed joints tight, flush and hairline. Responsibility for methods and techniques used to construct the work lies solely with the Contractor.

F: Welding:

- 1. Make welds clean, continuous and ground clean.
- 2. Welding shall be accomplished so that permanent distortions of flat surfaces are minimized.
- 3. Remove welding flux and oxides by grinding or pickling so that these areas
- 4. match the finish of adjacent surfaces.
- 5. Any damaged cause by fabrication shall be repaired by grinding, polishing or buffing.

G: Water Protection:

- 1. Cap open ends to keep out water and provide adequate drainage for water that does penetrate.
- 2. Weep holes to be placed in channel letters, sign cabinets and frames to allow proper drainage.

H: Do not weld, cut, or abrade surfaces of exterior units that have been hot dip galvanized after fabrication and are for bolted or screwed field connections.

I: Install items plumb and level, accurately fitted, free from distortion or defects.

J: Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

K: Obtain approval prior to site cutting or making adjustments not scheduled.

- 1. Any field welding required is to be approved by Owner’s representative before welding is to commence.
- 2. Any approved field welds to be in accordance with AWS D1.1/D1.1M.
- 3. Clean and strip primed steel items to bare metal where site welding is required.
- 4. Fix exposed connections accurately together to form hairline joints.
- 5. Materials may be rejected if galvanized coating is damaged in any way.

L: After erection, prime welds, abrasions, and repair other finish defects to restore finishes.

Applied Vinyl Assembly

A: Clean and prepare substrates in accordance with manufacturer’s recommendations for proper adhesion.

B: Install according to manufacturer’s instructions. Provide uniform adhesion free of distortion, bubbles or subsurface particles.

C: Where seams are required within an image locate seam(s) to be inconspicuous. Allow for exact alignment of the image along seams.

Painting and Finishing

- A: General:
- 1. Apply coatings to clean surfaces prepared in accordance with manufacturer’s instructions for adhesion, optimal coating, and uniform finish.
 - a. Use applicators and techniques in accordance with manufacturer’s instructions.
 - b. Apply coatings under manufacturer’s recommended environmental conditions. Do not apply exterior coatings during inclement weather.
 - c. Sand gloss coats before applying subsequent coatings.
 - d. Ensure proper adhesion to avoid delamination.
 - 2. Pigmented (Opaque) Finishes:
 - a. Completely cover to provide an opaque, smooth surface of uniform finish, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections shall not be acceptable.
 - 3. Transparent (Clear) Finishes:
 - a. Multiple coats shall be used to produce smooth-surfaced finishes of even luster. Finishes shall be free of laps, cloudiness, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 - 4. Metal Assemblies:
 - a. Clean and prepare according to coating manufacturer’s recommendation for maximum adhesion.
 - 5. Surfaces:
 - a. Signage and graphics shall have finished fronts, sides and backs

whether or not shown on the Drawings. Apply primer to foam and aluminum backing.

- b. Edges, corners, crevices, welds, exposed fasteners, and other “irregular” surfaces shall receive a dry film thickness equivalent to that of the substrate.

- B: Touch-Up:
- 1. Protect work from damage until coating is fully cured
 - 2. At Substantial Completion, examine surfaces for damage to coatings and restore coatings.
 - a. Touch-up of minor damage will be acceptable where the result is not visible from surrounding surfaces. Where result is different as determined by the Owner and Designer either in color, sheen, or texture, recoat entire surface.

Installation

- A: Site Examination:
- 1. Verify that footings, blocking and backings installed by other trades have been installed in the appropriate locations for anchoring.
 - 2. Examine substrates and finishes of areas to receive graphic elements to determine if they are in satisfactory condition for installation of systems.
 - 3. Do not proceed with installation of elements until unsatisfactory conditions have been corrected.

B: Locate Signage and graphics where indicated on Drawings, using mounting methods of the type described and in compliance with the material manufacturers’ instructions.

C: Install Signage and graphics level and plumb, without rack or warp.

Cleaning

A: Repair or remove and replace defective work.

B: Clean and touch up any soiled or damaged graphic, wall or casework surfaces.

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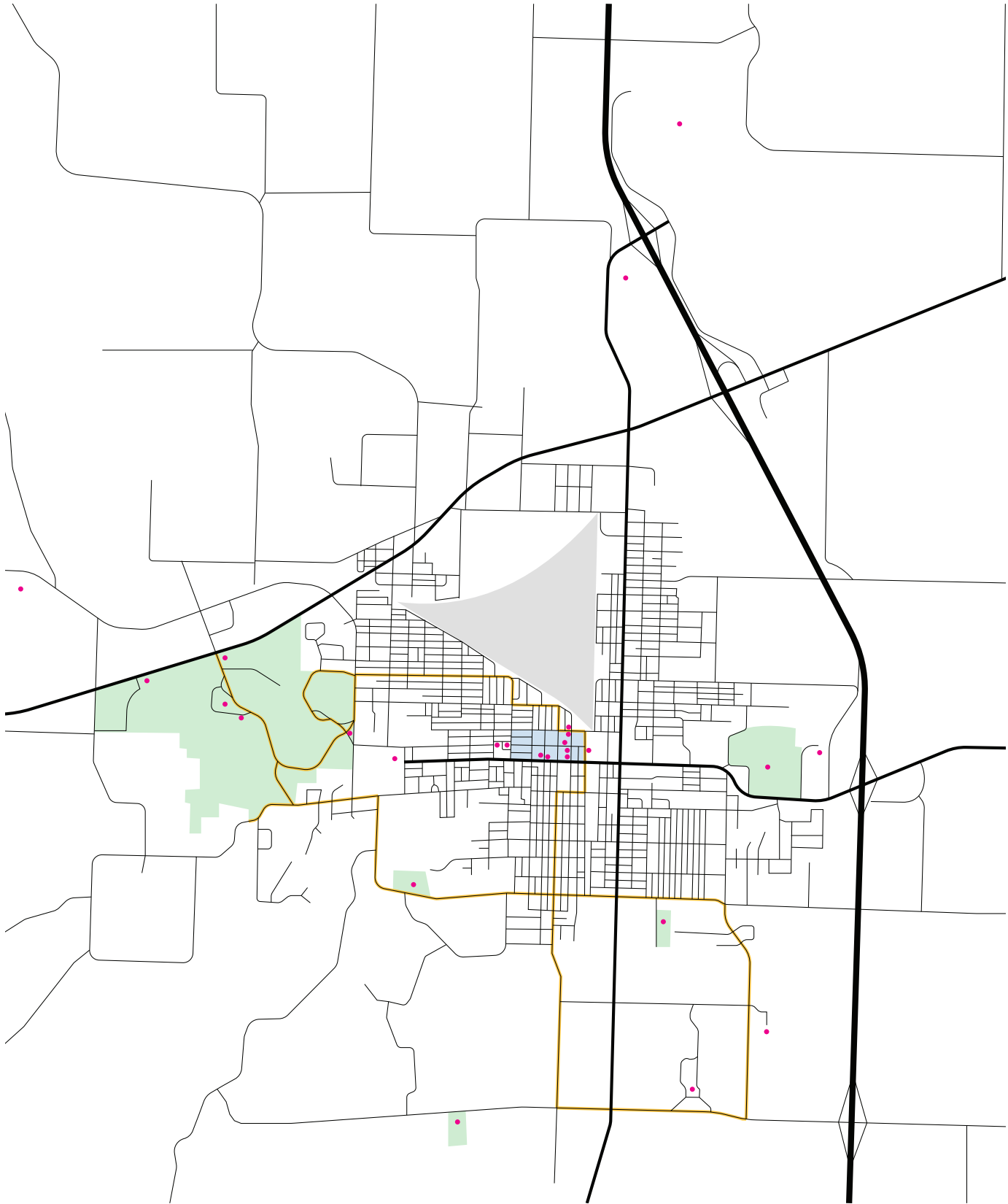
DOWNTOWN:

Auditorium, Fennel Event Center, Visitor Center, Library,
Train Museum, County Historical Society, Tannehill Park/
Splash Pad, 4th St. Theatre, Merchants Hotel, Post Office

ROTHWELL PARK:

Trails, Athletic Complex, Aquatic Center, Omar Bradley
Memorial, Thompson Campground

Lions Bueth Park
Fox Park
K of C Paradise Park
Oakland Cemetary
Animal Shelter
Theatre and Drive In
Golf Course
Airport
Sugar Creek Lake
YMCA
Central Christian College
Moberly Area Community College



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CITY OF MOBERLY EXTERIOR WAYFINDING
MESSAGE SCHEDULE (1 OF 3)

Signature Code:

SIGN #	SIGN TYPE	MESSAGE	REMARKS
MP01	Map	[map]	facing north
MP02	Map	[map]	facing south
MP03	Map	[map]	facing west
MP04	Map	[map]	facing east
WF01	Wayfinding	Tannehill Park & Splash Pad [right arrow]	facing east
WF02	Wayfinding	[up arrow] Visitor Center [up arrow] Merchants Hotel [up arrow] Railroad Museum [right arrow] Post Office [down arrow] Tannehill Park/Splash Pad	facing west
WF03	Wayfinding	[up arrow] Library [up arrow] 4th St. Theater [up arrow] Municipal Auditorium [down-left arrow] Tannehill Park/Splash Pad [down-left arrow] Post Office	facing west
WF04	Wayfinding	[up arrow] Fennel Event Center [up arrow] County Historical Society [up-right arrow] Library [up-right arrow] 4th St. Theater [down-right arrow] Post Office	facing west
WF05	Wayfinding	[left arrow] Post Office [left arrow] Tannehill Park/Splash Pad [right arrow] Visitor Center [right arrow] Merchants Hotel [right arrow] Railroad Museum	facing south
WF06	Wayfinding	[up arrow] Library [up arrow] 4th St. Theater [left arrow] Visitor Center [right arrow] Post Office [right arrow] Tannehill Park/Splash Pad	facing north
WF07	Wayfinding	[up arrow] Library [up arrow] 4th St. Theater [right arrow] Municipal Auditorium [up-right arrow] Visitor Center [up-right arrow] Merchants Hotel	facing south
WF08	Wayfinding	[down-right arrow] Visitor Center [up-left arrow] Library [up-left arrow] 4th St. Theater [up arrow] Tannehill Park/Splash Pad [up arrow] Post Office	facing east

WF09	Wayfinding	[left arrow] Municipal Auditorium [right arrow] Library [right arrow] 4th St. Theater [right arrow] Tannehill Park/Splash Pad [right arrow] Post Office	facing north
WF10	Wayfinding	[up arrow] Merchants Hotel [up arrow] Municipal Auditorium [right arrow] Visitor Center [left arrow] Railroad Museum [down arrow] County Historical Society	facing north
WF11	Wayfinding	[up arrow] Fennel Event Center [left arrow] County Historical Society [left arrow] Merchants Hotel [left arrow] Municipal Auditorium [left arrow] Visitor Center	facing east
WF12	Wayfinding	[up arrow] Municipal Auditorium [up-right arrow] Merchants Hotel [down-right arrow] Railroad Museum [up arrow] Library [up arrow] 4th St. Theater	facing east
WF13	Wayfinding	[left arrow] Fennel Event Center [left arrow] County Historical Society [down-right arrow] Railroad Museum [down-left arrow] Visitor Center [down-left arrow] Merchants Hotel	facing south
WF14	Wayfinding	[right arrow] Rothwell Lake [right arrow] Dog Park [right arrow] Omar Bradley Memorial [left arrow] Thompson Campground [left arrow] Aquatic Center	facing south
WF15	Wayfinding	[left arrow] Rothwell Lake [left arrow] Dog Park [left arrow] Omar Bradley Memorial [left arrow] Thompson Campground [right arrow] Playground	facing east
ID01	Identification Monument	Tannehill Park & Splash Pad	facing west
ID02	Identification Monument	Post Office	facing east
ID03	Identification Monument	Library	facing east
ID04	Identification Monument	4th St. Theater	facing west
ID05	Identification Monument	Visitor Center	facing south
ID06	Identification Monument	Fennel Event Center	facing south
ID07	Identification Monument	County Historical Society	facing north
ID08	Identification Monument	Merchants Hotel	facing east
ID09	Identification Monument	Municipal Auditorium	facing south
ID10	Identification Monument	Railroad Museum	facing north
ID11	Identification Monument	YMCA	facing north
ID12	Identification Monument	Paradise Park	facing north
ID13	Identification Monument	Fox Park	facing north
ID14	Identification Monument	Lion's Beuth Park	facing south
ID15	Identification Monument	Five & Drive	Facing west
ID16	Identification Monument	Omar N Bradley Airport	Facing west
ID17	Identification Monument	Oakland Cemetary	Facing west

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

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CITY OF MOBERLY EXTERIOR WAYFINDING
MESSAGE SCHEDULE (2 OF 3)

ID18	Identification Monument	Moberly Animal Shelter	Facing southwest
ID19	Identification Monument	Heritage Hills Golf Course	facing north
ID20	Identification Monument	Athletic Complex	facing north
ID21	Identification Monument	Aquatic Center	facing Northwest
ID22	Identification Monument	Thompson Campground	facing north
ID23	Identification Monument	Omar Bradley Memorial	facing west
ID24	Identification Monument	Moberly Area Community College	facing north
PK01	Parking Sign	P [right arrow]	facing east
PK02	Parking Sign	P [right arrow]	facing east
PK03	Parking Sign	P [left arrow]	facing north
PK04	Parking Sign	P [right arrow]	facing east
PK05	Parking Sign	P [left arrow]	facing east
PK06	Parking Sign	P [right arrow]	facing east
BK01	Bike Sign	[bike icon] [up arrow]	facing west
BK02	Bike Sign	[bike icon] [right arrow]	facing west
BK03	Bike Sign	[bike icon] [left arrow]	facing east
BM01	Bike Mileage	[up arrow] 0.5 YMCA [up arrow] 1.1 Central Christian College [up arrow] 2.3 Paradise Park	facing northwest
IW01	Interstate Wayfinding	[up arrow] Central Christian College [up arrow] Paradise Park [right arrow] YMCA	facing east
IW02	Interstate Wayfinding	[up arrow] Depot District [up arrow] Moberly Area Community College [up arrow] Rothwell Park	facing east
IW03	Interstate Wayfinding	[right arrow] Omar N. Bradley Airport [right arrow] Five & Drive [left arrow] Depot District [up arrow] Rothwell Park	facing east
IW04	Interstate Wayfinding	[up arrow] Depot District [right arrow] Rothwell Park [right arrow] Aquatic Center	Facing north
VW01	Vehicle Wayfinding	Central Christian College [right arrow]	facing east

VW02	Vehicle Wayfinding	Central Christian College [left arrow]	facing west
VW03	Vehicle Wayfinding	Paradise Park [left arrow]	facing east
VW04	Vehicle Wayfinding	YMCA [right arrow]	facing south
VW05	Vehicle Wayfinding	Fox Park [right arrow]	facing west
VW06	Vehicle Wayfinding	Lion's Beuth Park [right arrow]	facing east
VW07	Vehicle Wayfinding	Depot District [left arrow]	facing south
VW08	Vehicle Wayfinding	Depot District [up arrow]	facing east
VW09	Vehicle Wayfinding	Animal Shelter [right arrow]	facing east
VW10	Vehicle Wayfinding	Depot District [right arrow]	facing west
VW11	Vehicle Wayfinding	Omar N Bradley Airport [right arrow]	facing east
VW12	Vehicle Wayfinding	Five & Drive [right arrow]	facing south
VW13	Vehicle Wayfinding	Moberly Area Community College [left arrow]	facing east
VW14	Vehicle Wayfinding	Rothwell Park [right arrow]	facing east
VW15	Vehicle Wayfinding	Rothwell Park [right arrow]	facing north
VW16	Vehicle Wayfinding	Sugar Creek Lake [left arrow]	facing southwest
VW17	Vehicle Wayfinding	Sugar Creek Lake [right arrow]	facing northeast
VW18	Vehicle Wayfinding	Heritage Hills Golf Course [left arrow]	facing southwest

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Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-108

CITY OF MOBERLY EXTERIOR WAYFINDING
MESSAGE SCHEDULE (3 OF 3)

VW19	Vehicle Wayfinding	Heritage Hills Golf Course [right arrow]	facing northeast
VW20	Vehicle Wayfinding	Aquatic Center [left arrow]	facing east
VW21	Vehicle Wayfinding	Athletic Complex [right arrow]	facing west
VW22	Vehicle Wayfinding	Rothwell Park [right arrow]	facing east
WL01	Large Vehicle Wayfinding	[up arrow] Paradise Park [right arrow] Fox Park [right arrow] Depot District [right arrow] Five & Drive	facing east
WL02	Large Vehicle Wayfinding	[up arrow] Depot District [up arrow] Five & Drive [right arrow] Fox Park [left arrow] Lion's Beuth Park	facing south

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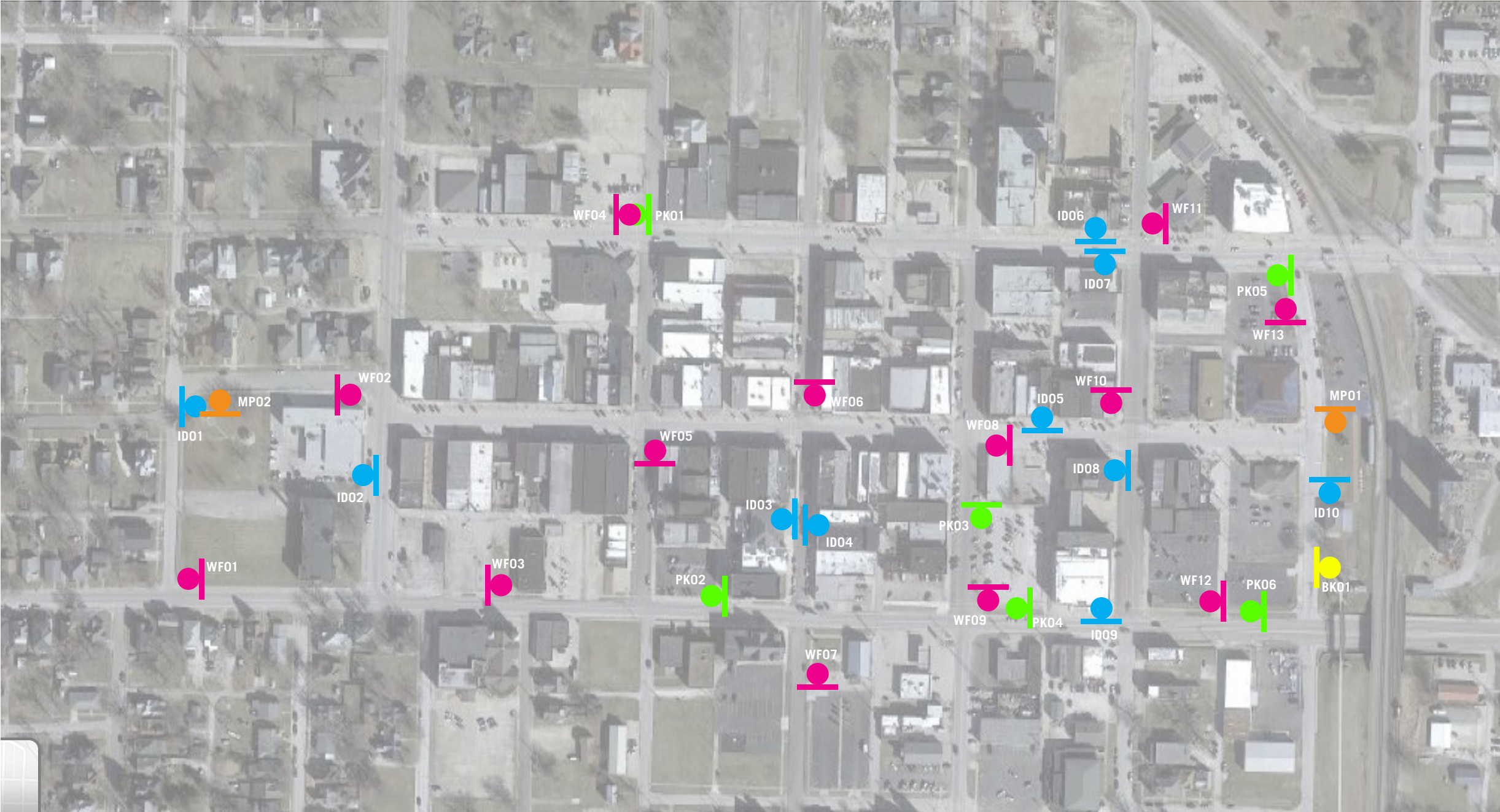
DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-109



- MAP SIGN
- WAYFINDING SIGN
- ID MONUMENT
- PARKING SIGN
- BIKE SIGN

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

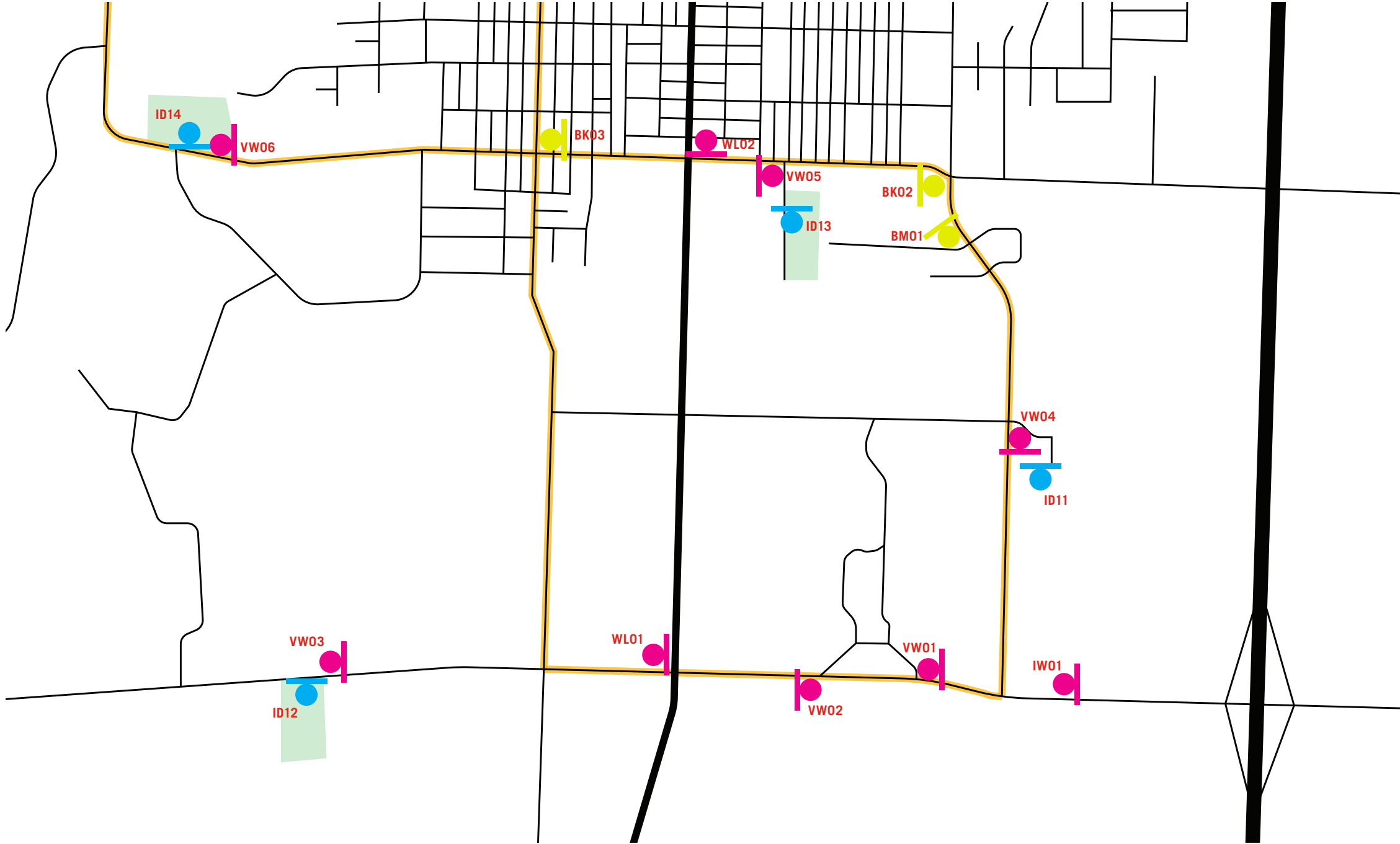
DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-110



- WAYFINDING SIGN
- ID MONUMENT
- BIKE SIGN

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

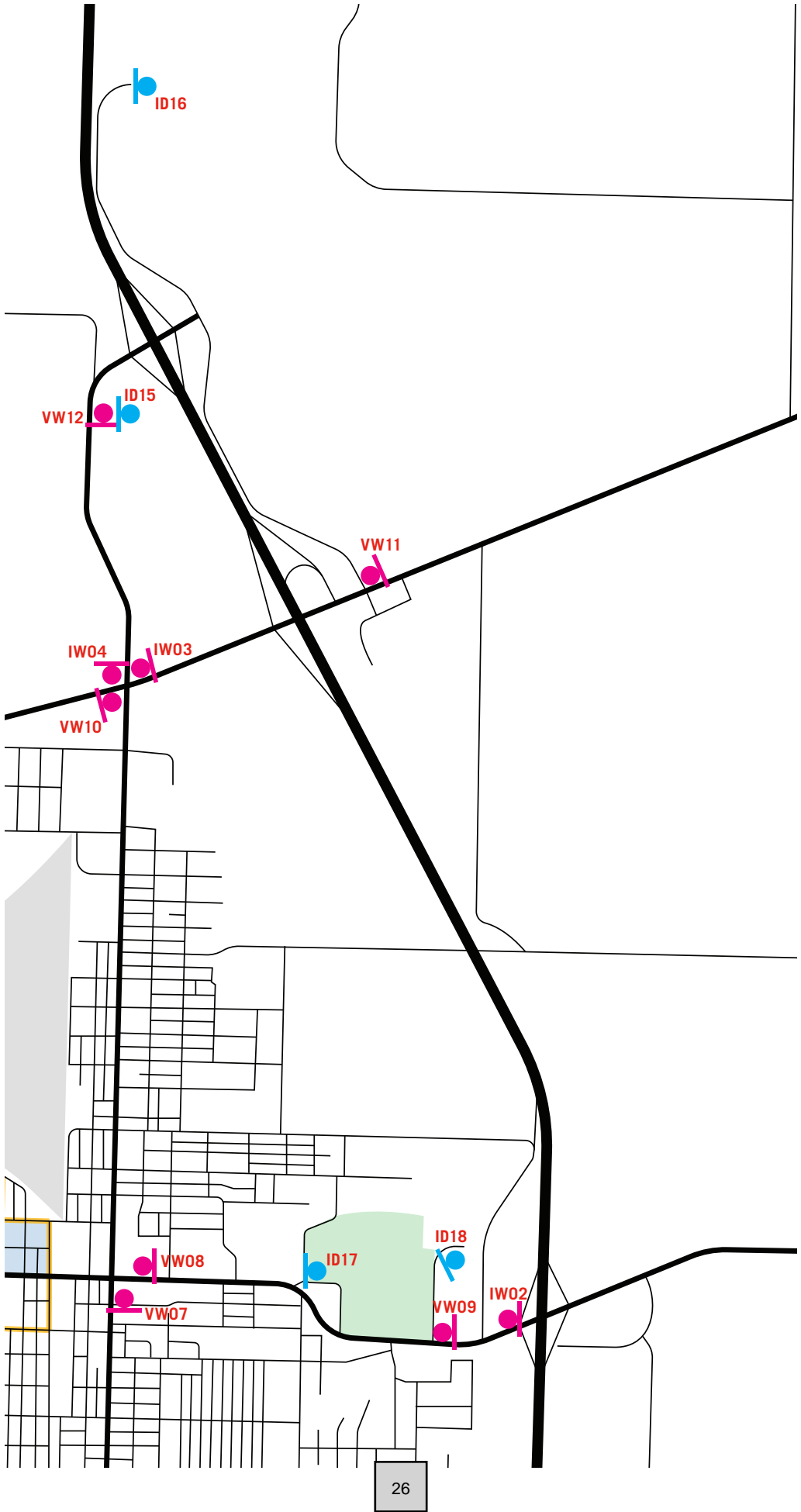
- REVISIONS
- 1. 230614 Changed Color
 - 2. 230803 Changed pole style

09/18/2023

G-111

CITY OF MOBERLY EXTERIOR WAYFINDING
LOCATION PLAN DETAIL - EAST

- WAYFINDING SIGN
- ID MONUMENT



City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

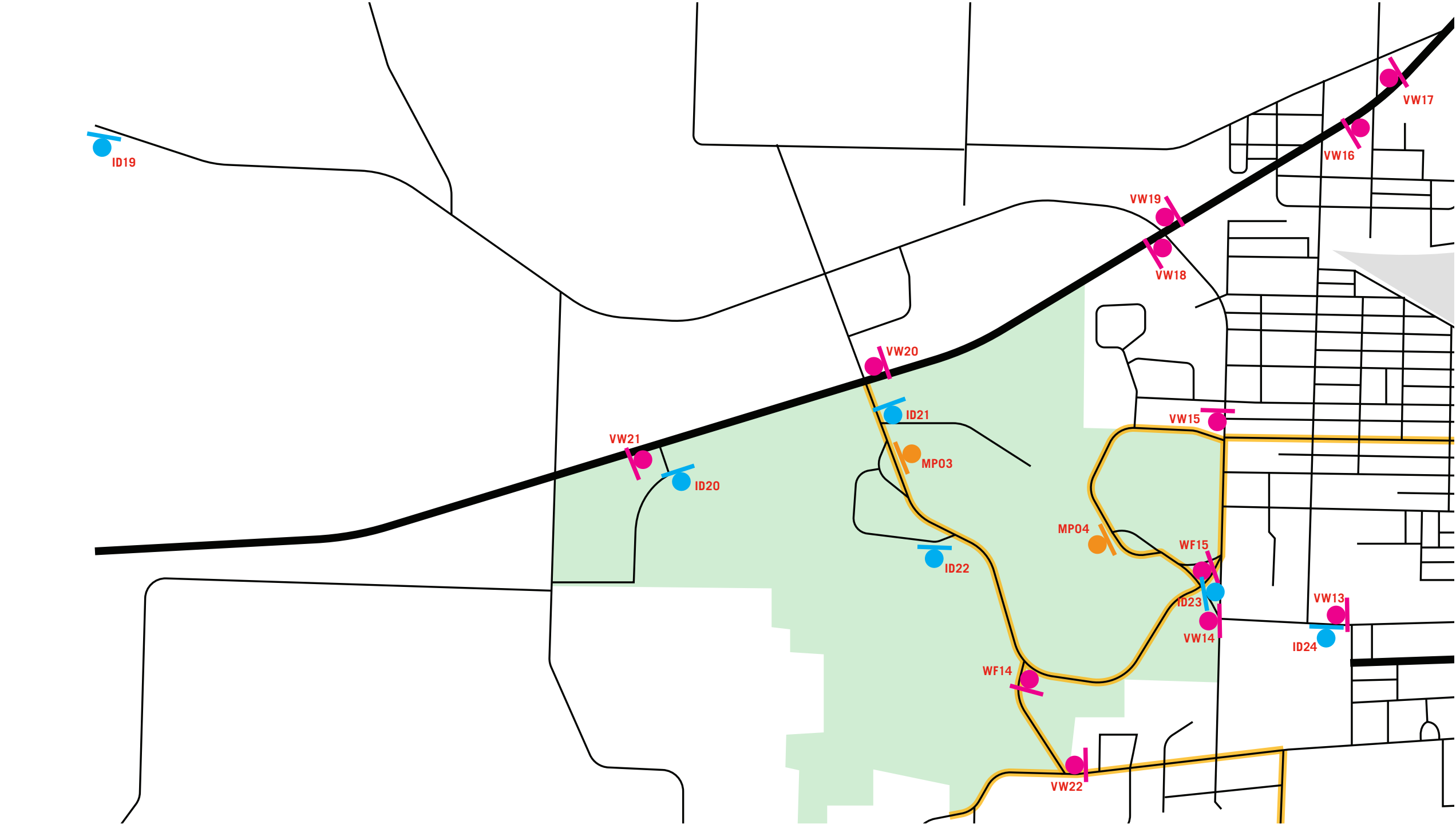
REVIEWER/S
RD, JB

- REVISIONS
- 1. 230614 Changed Color
 - 2. 230803 Changed pole style

09/18/2023

G-112

CITY OF MOBERLY EXTERIOR WAYFINDING
LOCATION PLAN DETAIL - WEST



- MAP SIGN
- WAYFINDING SIGN
- ID MONUMENT

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Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

- REVISIONS
- 1. 230614 Changed Color
 - 2. 230803 Changed pole style

09/18/2023

G-113

CITY OF MOBERLY EXTERIOR WAYFINDING

COLORS



P1 - DEPOT DISTRICT P2 - PARKS P3 - SCHOOLS



P4 - SIGN PANEL P4 - SIGN PANEL P5 - SIGN POST

TYPEFACES

Roboto Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Roboto Medium
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Roboto Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

LOGOS



UNIVERSAL SYMBOLS



City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

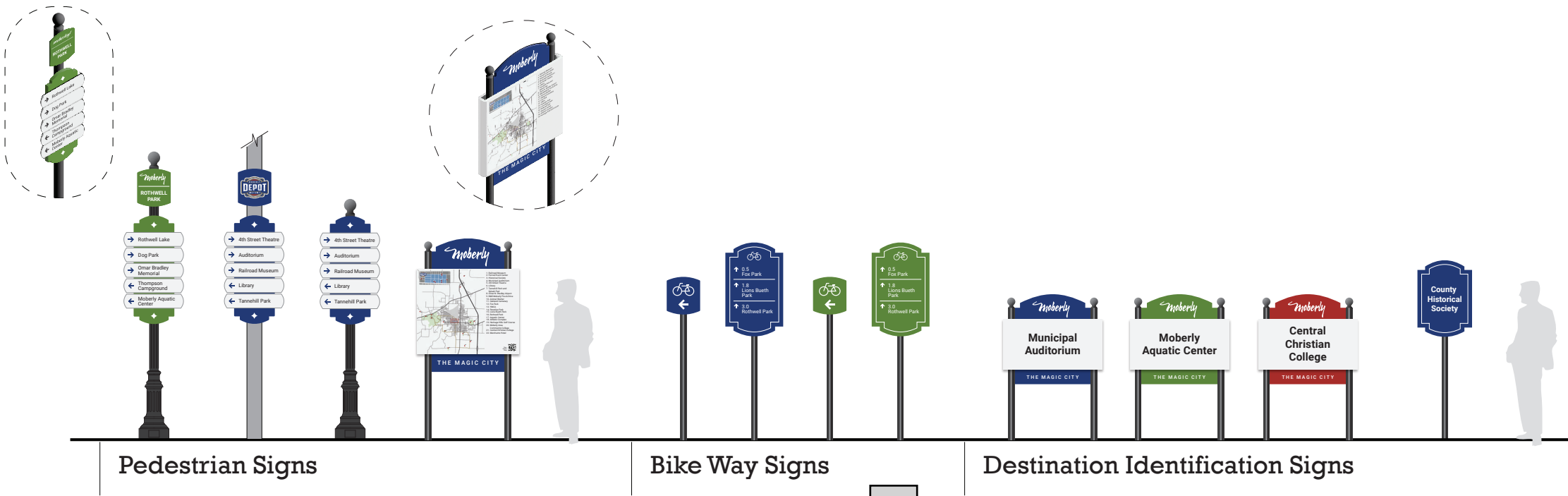
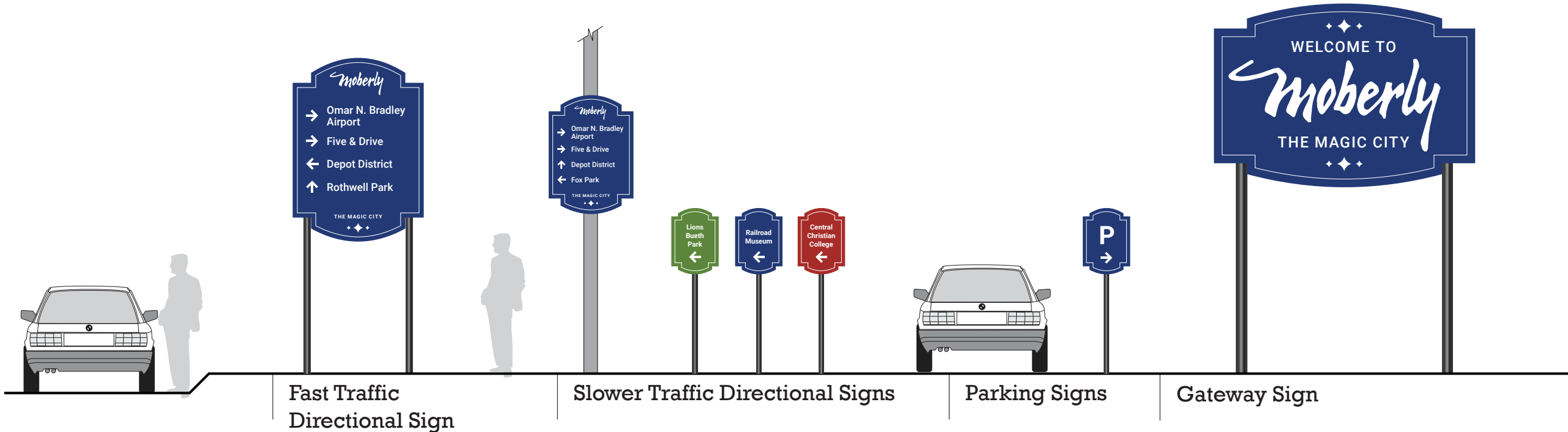
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-114

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN FAMILY ARRAY



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Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-115



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Exterior Wayfinding
Project Number: 22-3278.00

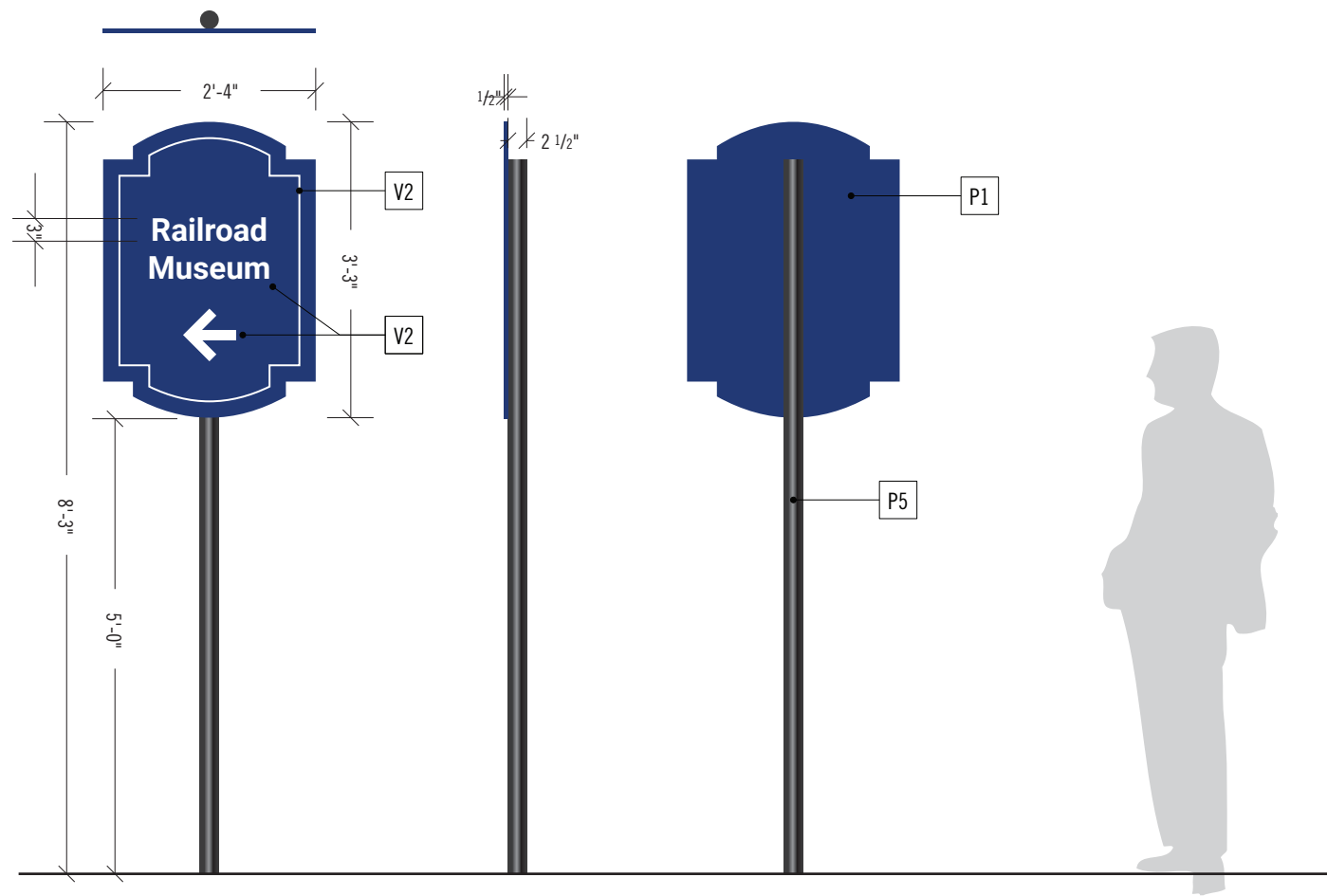
DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-116



NOTES:

PAINTED ALUMINUM SIGN PANEL ON PAINTED ALUMINUM SIGN POST. WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.

TYPE FONT
ROBOTO BOLD

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEAMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS
CHANGE P1 TO P3 FOR SIGNS LOCATED ON SCHOOL PROPERTY

SCALE
1/2"= 1'-0"

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City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

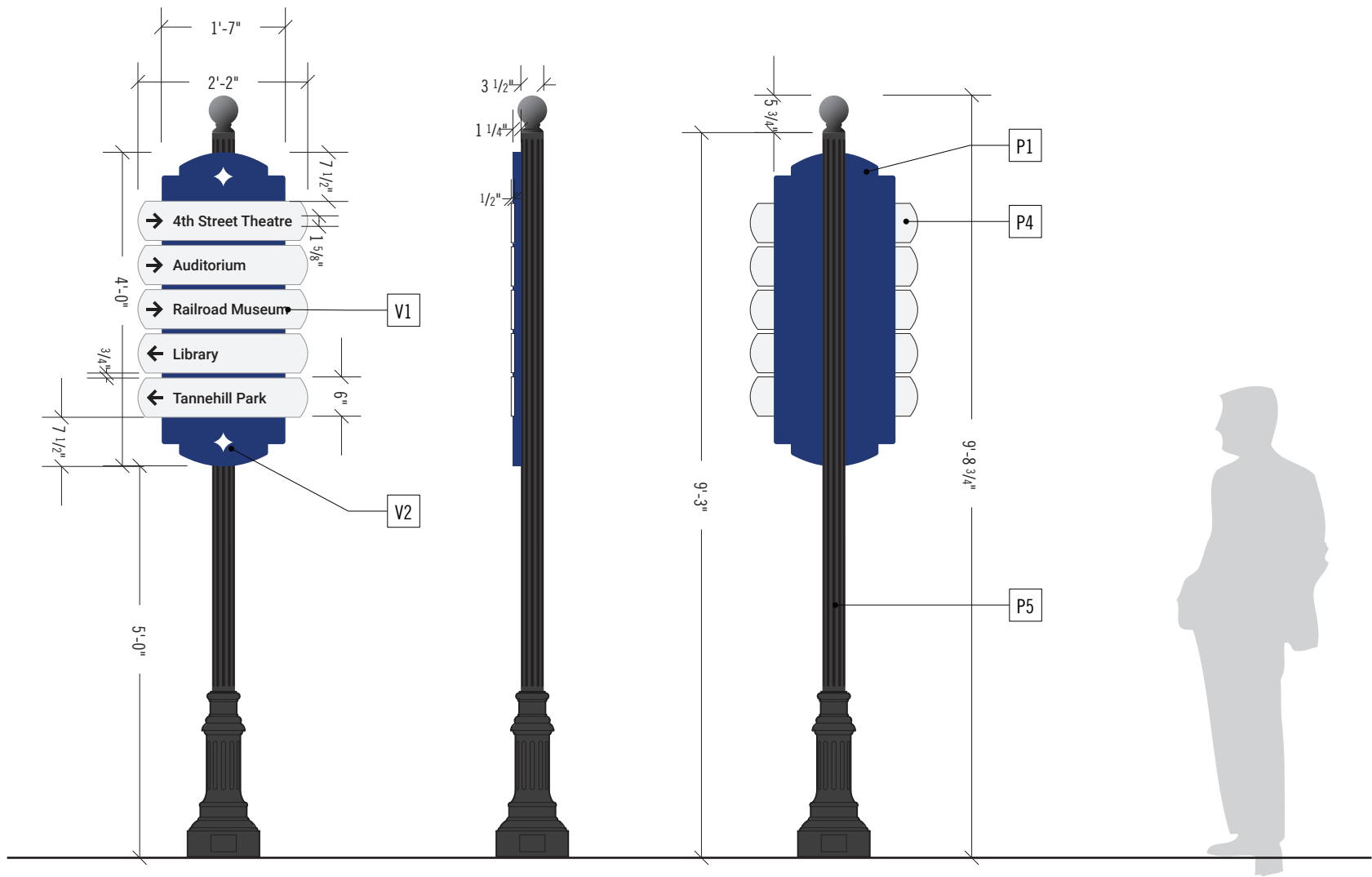
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-117

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - POST AND PANEL (PEDESTRIAN WAYFINDING)



NOTES:

ALUMINUM SIGN BACKER WITH SLOTS FOR INDIVIDUAL ALUMINUM SIGN PANELS. BACKER ATTACHED TO FLUTED ALUMINUM POST WITH BALL FINEAL. CUT VINYL LETTERS ATTACHED TO SIGN PANEL FACES. CUT VINYL SYMBOLS ATTACHED TO SIGN BACKER.

TYPE FONT
ROBOTO MEDIUM

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH
SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS
OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR
TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR
SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS

SCALE
1/2"= 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

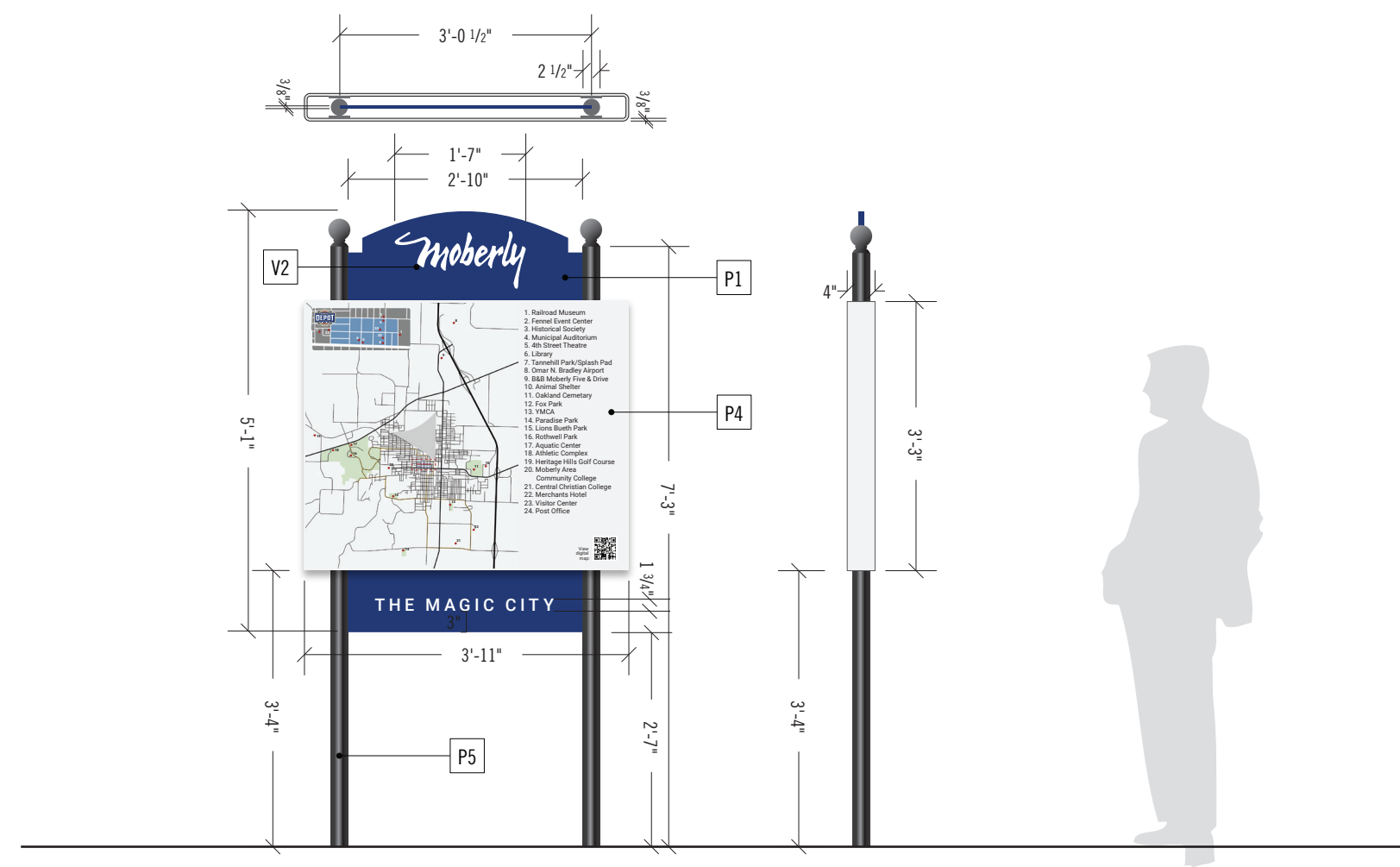
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-118

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - MAP DIRECTORY SIGN CABINET



NOTES:

ALUMINUM PANEL SLOTTED BETWEEN 2 SIGN POSTS. 2 ALUMINUM PANELS BRACKETED TO OUTSIDE OF SIGN POSTS ON BOTH SIDES. PANELS CURVE AT HORIZONTAL EDGES TO MEET AND PRODUCE A SEAMLESS LOOK. MAP DIRECT PRINTED ONTO OUTER SIGN PANELS. CUT VINYL APPLIED TO VISIBLE PORTION OF INNER SIGN PANEL.

TYPE FONT
ROBOTO MEDIUM

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS

SCALE
1/2"= 1'-0"

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City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

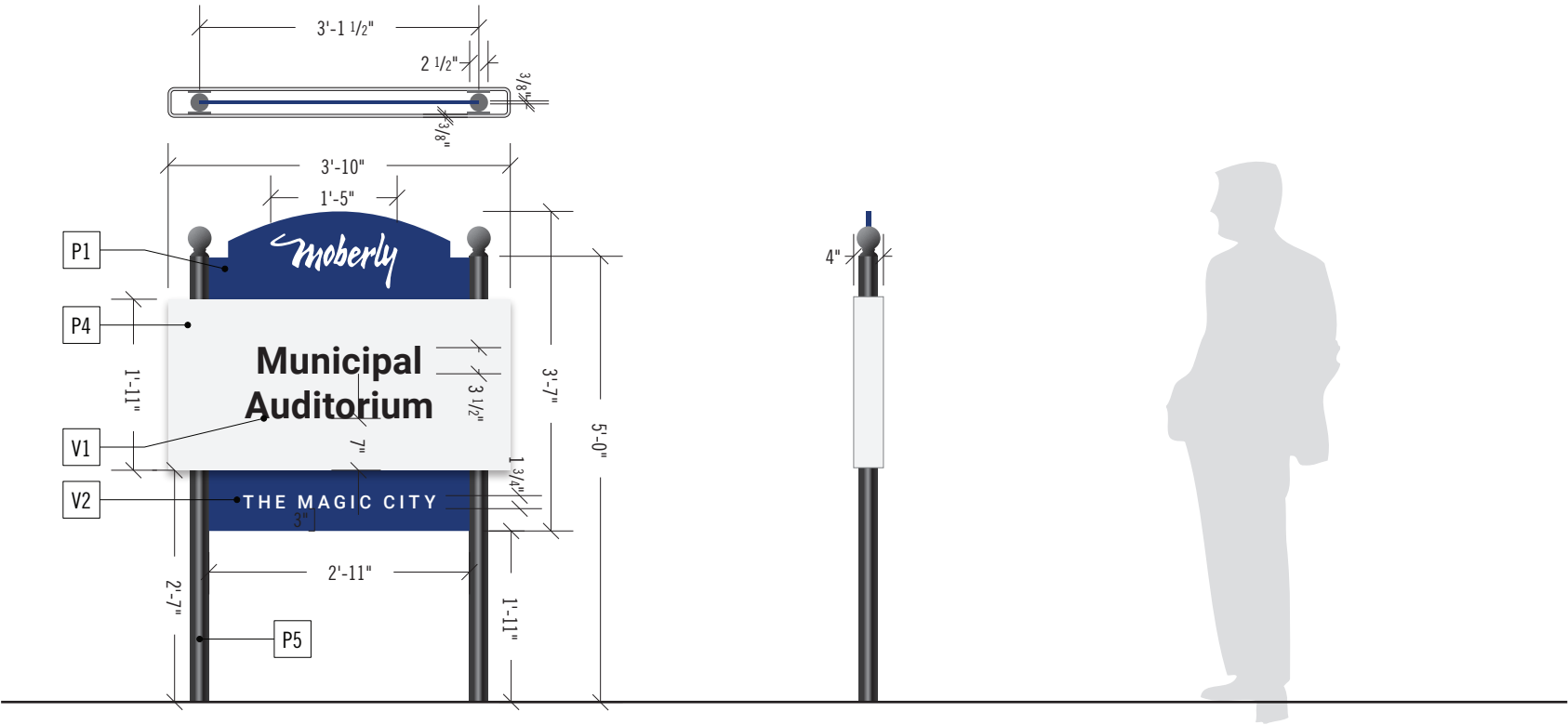
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-119

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - ID MONUMENT SIGN CABINET



NOTES:

ALUMINUM PANEL SLOTTED BETWEEN 2 SIGN POSTS. 2 ALUMINUM PANELS BRACKETED TO OUTSIDE OF SIGN POSTS ON BOTH SIDES. PANELS CURVE AT HORIZONTAL EDGES TO MEET AND PRODUCE A SEAMLESS LOOK. LETTERS ARE CUT VINYL APPLIED ONTO OUTER SIGN PANELS. ADDITIONAL CUT VINYL APPLIED TO VISIBLE PORTION OF INNER SIGN PANEL.

TYPE FONT
ROBOTO MEDIUM
ROBOTO BOLD

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS
CHANGE P1 TO P3 FOR SIGNS LOCATED ON SCHOOL PROPERTY

SCALE
1/2"= 1'-0"

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ARCTURIS.COM

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

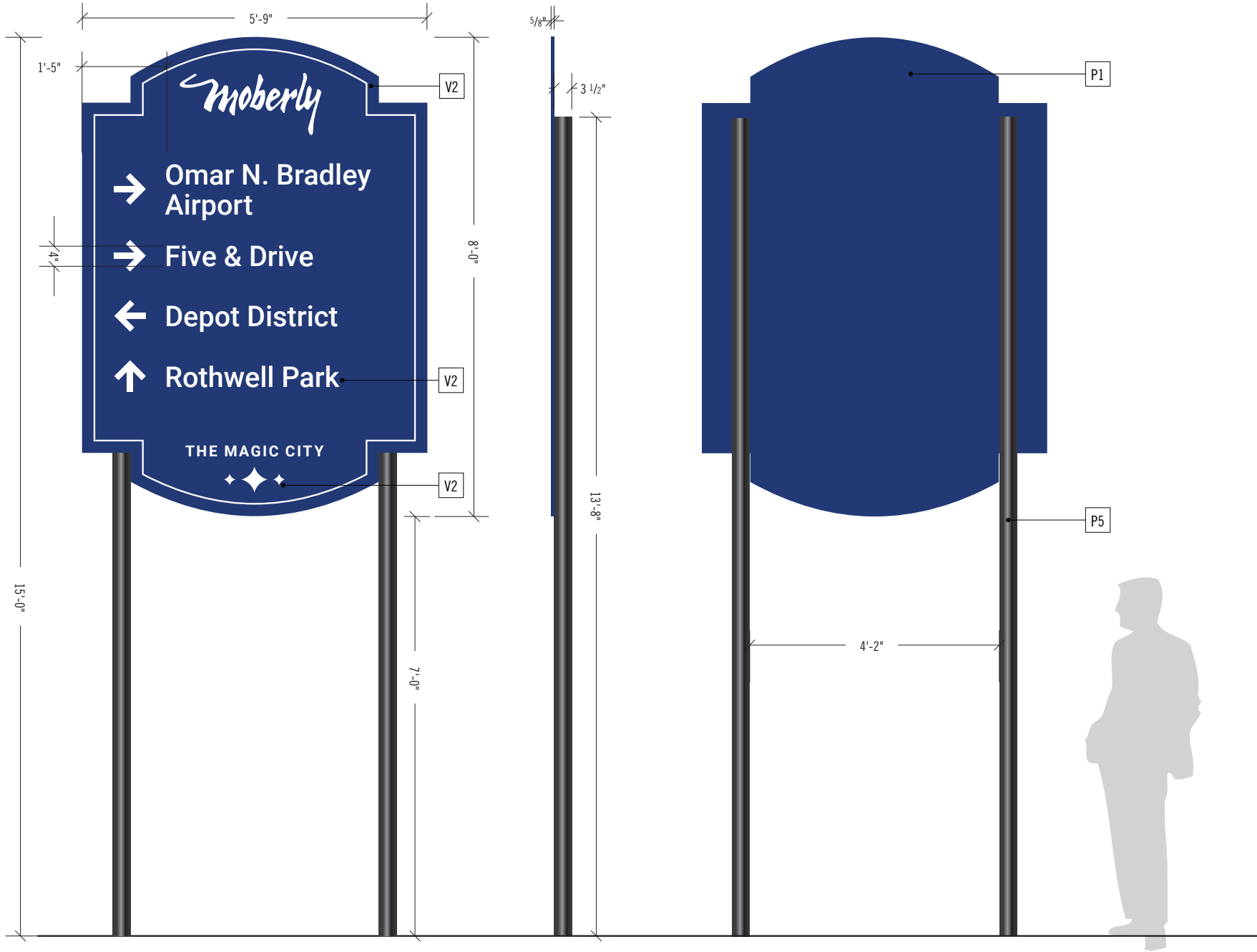
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-120

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - POST AND PANEL (INTERSTATE VEHICLE WAYFINDING)



NOTES:

PAINTED ALUMINUM SIGN PANEL ON TWO PAINTED ALUMINUM SIGN POSTS.
WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.

TYPE FONT
ROBOTO BOLD

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEAMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH
SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS
OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR
TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR
SIGN OFF PRIOR TO ROLL OUT

SCALE
1/2" = 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

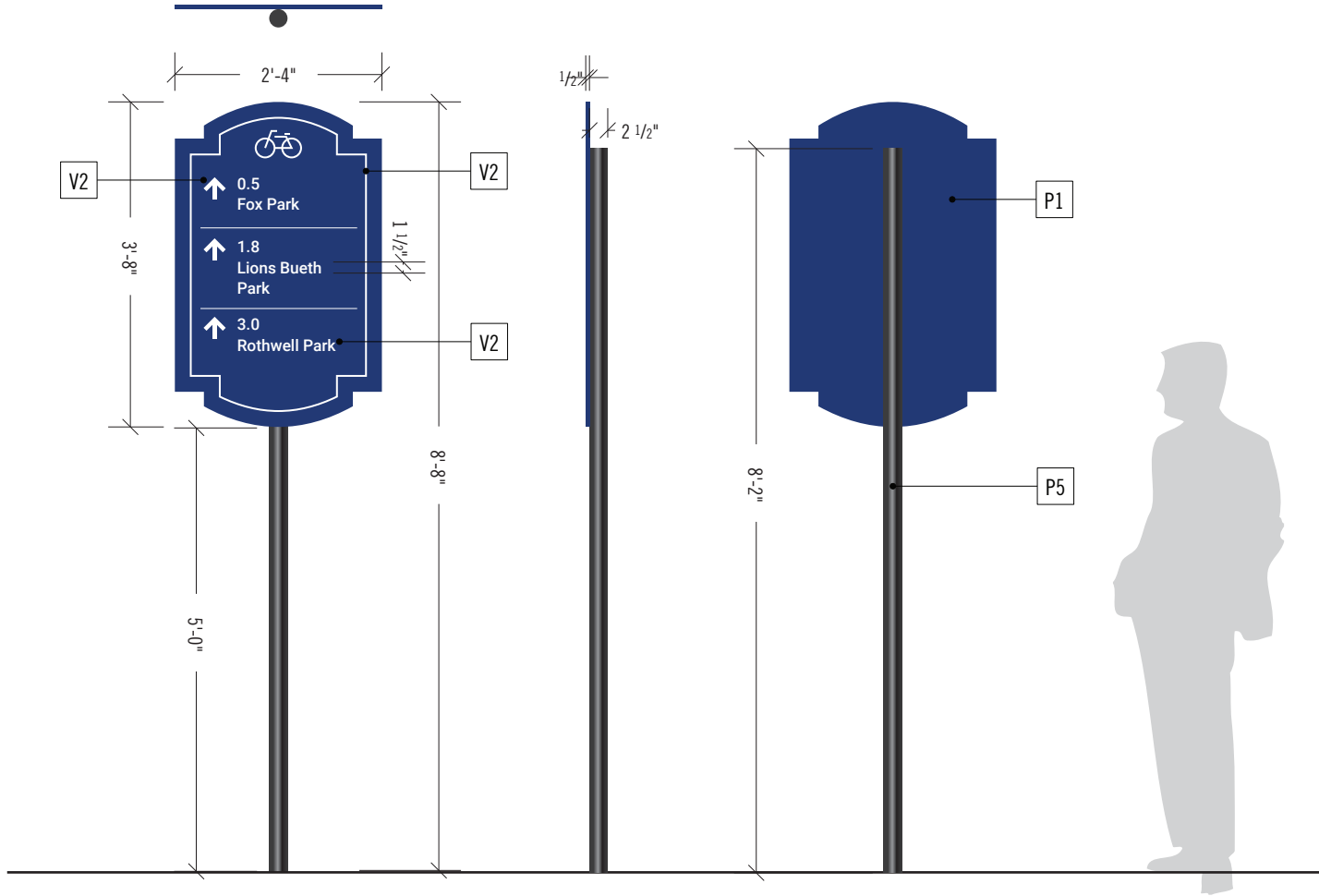
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-121

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - POST AND PANEL (BICYCLE WAYFINDING)



NOTES:

PAINTED ALUMINUM SIGN PANEL ON PAINTED ALUMINUM SIGN POST. WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.

TYPE FONT
ROBOTO MEDIUM

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS

SCALE
1/2"= 1'-0"

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Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

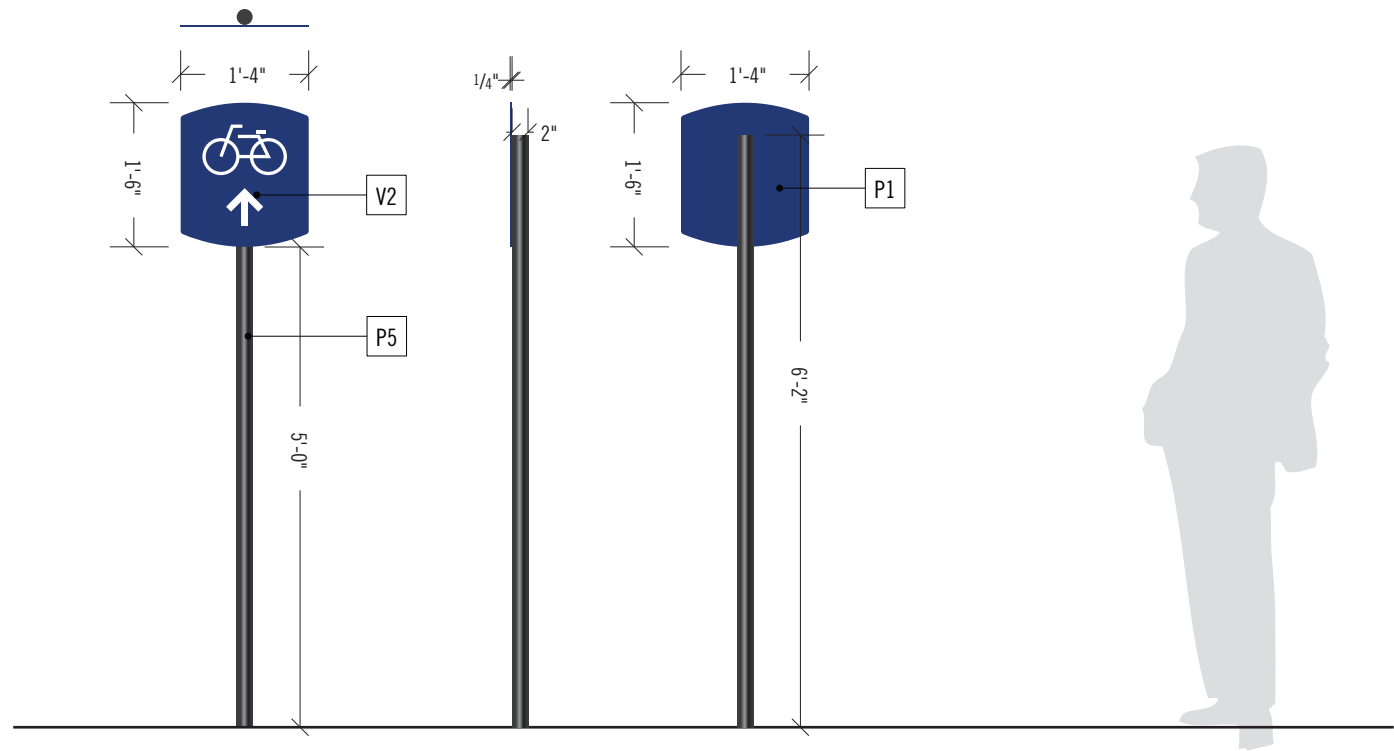
DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-122



NOTES:

PAINTED ALUMINUM SIGN PANEL ON PAINTED ALUMINUM SIGN POST. WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.

TYPE FONT
NONE

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS
CHANGE P1 TO P3 FOR SIGNS LOCATED ON SCHOOL PROPERTY

SCALE
1/2"= 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

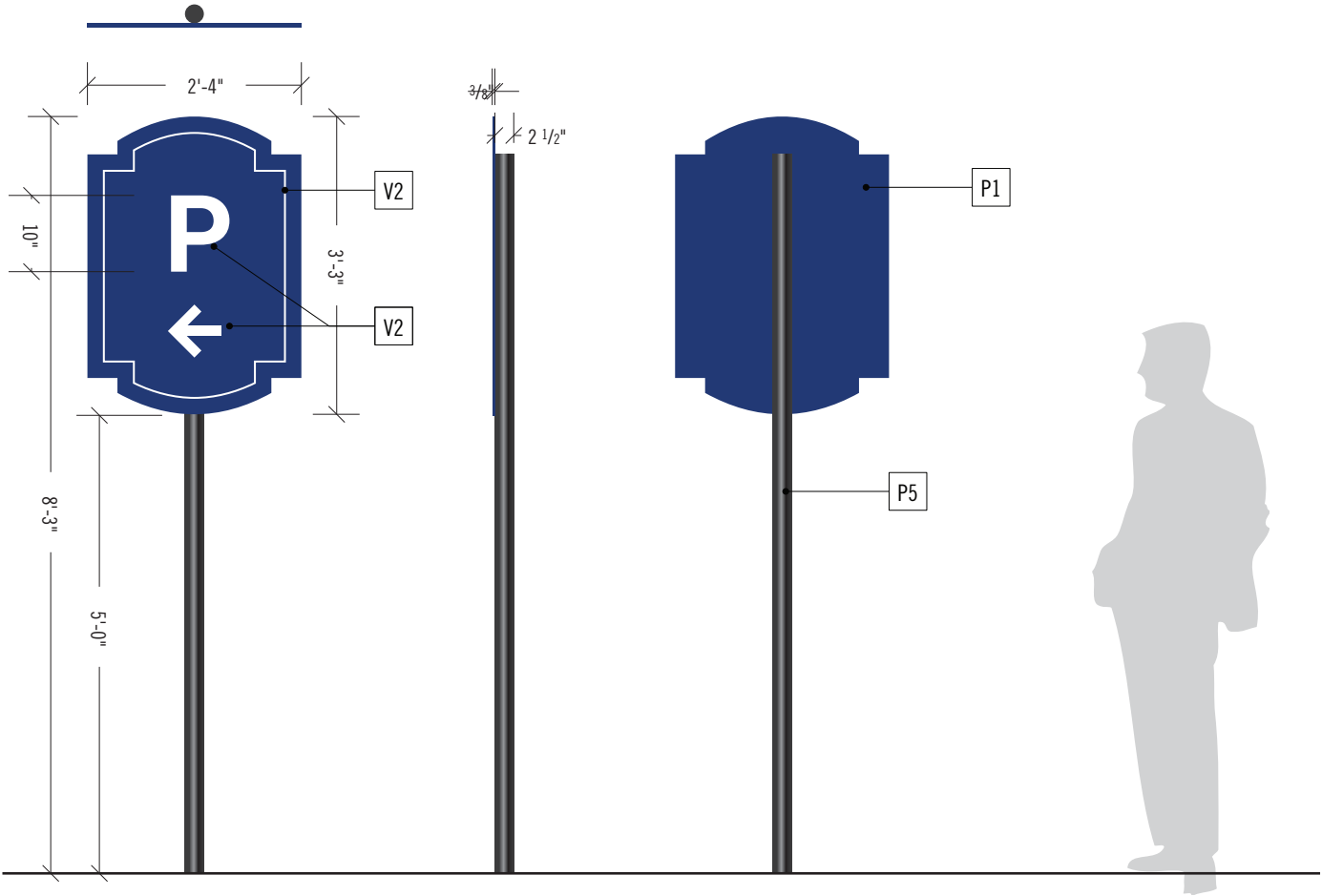
DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-123



1 ELEVATION: Parking Post and Panel
1/2" = 1' 0"

NOTES:

PAINTED ALUMINUM SIGN PANEL ON PAINTED ALUMINUM SIGN POST. WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.

TYPE FONT
ROBOTO BOLD

LIGHTING
NON-ILLUMINATED

ENGINEERING/FOOTINGS/ELECTRICAL
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.

GENERAL
ALL SEAMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
CHANGE P1 TO P2 FOR SIGNS LOCATED IN PARKS
CHANGE P1 TO P3 FOR SIGNS LOCATED ON SCHOOL PROPERTY

SCALE
1/2" = 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

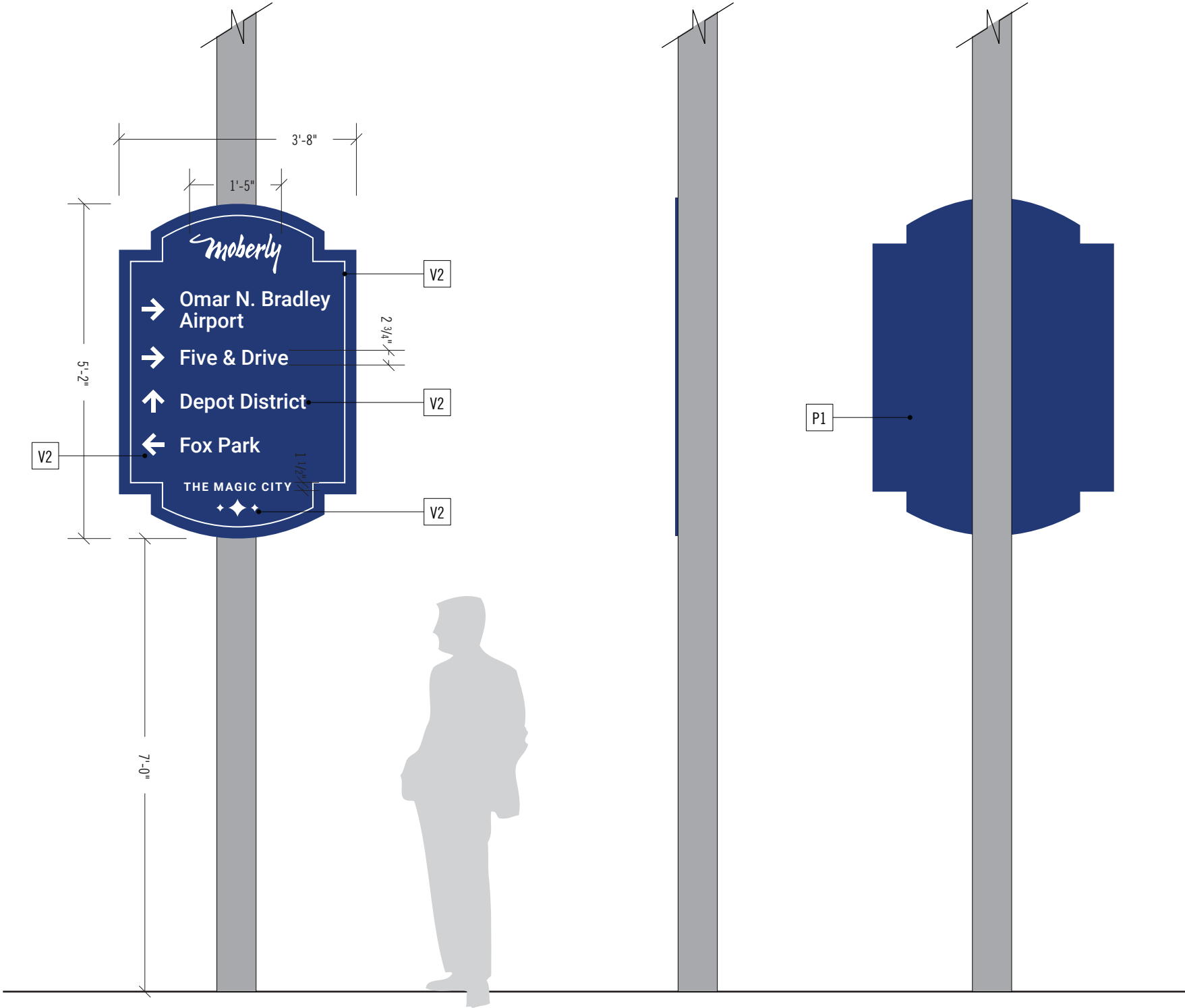
REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-124

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - POST AND PANEL (LARGE VEHICLE WAYFINDING)



- NOTES:**
- PAINTED ALUMINUM SIGN PANEL. WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.
- TYPE FONT**
ROBOTO BOLD
- LIGHTING**
NON-ILLUMINATED
- ENGINEERING/FOOTINGS/ELECTRICAL**
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.
- GENERAL**
ALL SEAMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR SIGN OFF PRIOR TO ROLL OUT
TO BE USED ON EXISTING POLE ONLY
- SCALE**
1/2"= 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

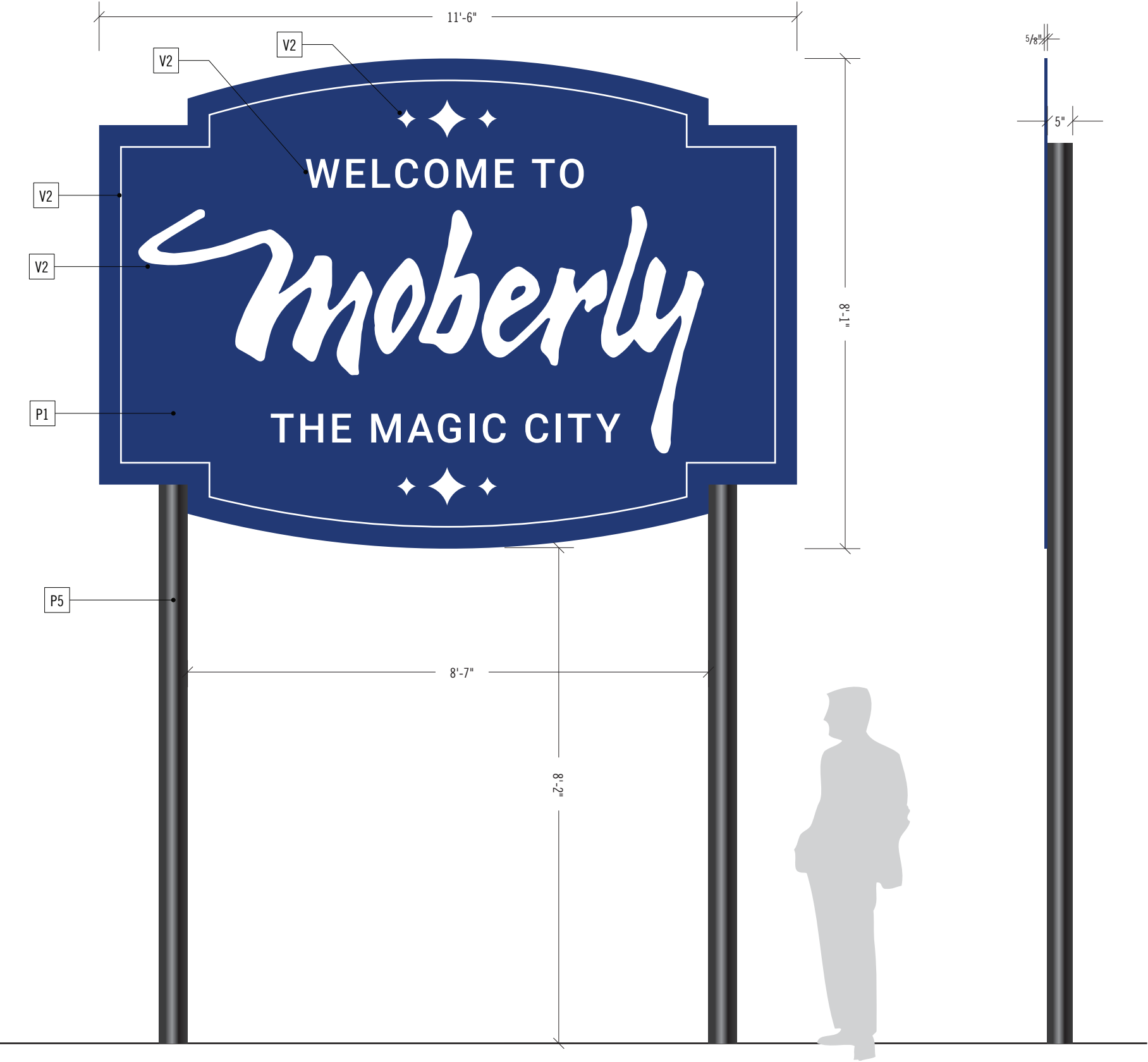
REVIEWER/S
RD, JB

- REVISIONS
- 1. 230614 Changed Color
 - 2. 230803 Changed pole style

09/18/2023

G-125

CITY OF MOBERLY EXTERIOR WAYFINDING
SIGN CONSTRUCTION - POST AND PANEL (WELCOME SIGN)



- NOTES:**
- PAINTED ALUMINUM SIGN PANEL ON TWO PAINTED ALUMINUM SIGN POSTS.
WHITE VINYL APPLIED DIRECTLY TO SIGN PANEL.
- TYPE FONT**
ROBOTO BOLD
- LIGHTING**
NON-ILLUMINATED
- ENGINEERING/FOOTINGS/ELECTRICAL**
CONCRETE FOOTINGS AS REQUIRED PER STRUCTURAL ENGINEER.
- GENERAL**
ALL SEEMS TO BE FREE OF VISIBLE WELDS
ALL HARDWARE SHOULD BE CONCEALED, IF EXPOSED PAINT TO MATCH
SURFACE COLOR
PAINT ALL RETURNS TO MATCH FACE COLOR UNLESS
OTHERWISE NOTED
FABRICATOR TO VERIFY ALL LOCATIONS
FABRICATOR TO COORDINATE INSTALLATION WITH CITY OF MOBERLY
ALL ARTWORK SHOWN IS FOR PLACEMENT ONLY, FABRICATOR
TO GENERATE FINAL SHOP DRAWINGS
FABRICATOR TO COORDINATE FINAL MESSAGE SCHEDULES WITH CLIENT FOR
SIGN OFF PRIOR TO ROLL OUT
LOCATION TO BE DETERMINED BY CITY OF MOBERLY
- SCALE**
1/2"= 1'-0"

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-126

Thank You.

Braeden Koester - bkoester@arcturis.com
Russell Dow - rdow@arcturis.com
Tom Sanders - tsanders@cityofmoberly.com

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color
2. 230803 Changed pole style

09/18/2023

G-127

Final Design Document

I have asked Arcturis to send me a scope of services proposal to prepare and send out formal RFPs for Moberly Wayfinding signs. I anticipate having the downtown (CID funded) area as the baseline with alternate bids included for the Parks area and the remainder of the City. I anticipate the cost of these to be beyond what is palatable at this time, however the cost savings of a larger project might make it worthwhile to consider.

As they did the design and study, no other firm will be up to their speed to put this together and be as knowledgeable as they are on the design and locations.

Let me know if you have any questions/concerns with this.

Tom

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
Department: Community Development
Date: October 2, 2023

Agenda Item: Receipt Of Proposal For In-Fill Housing.

Summary: Attached is the proposal that was received from J Mattison Development for the in-fill housing on 1029 Concannon and 1209 Concannon. These properties were on the advertisement that ran in the August 2, 2023, newspaper. Also attached are the agreements for the two (2) properties.

Recommended

Action: Accept these proposals.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

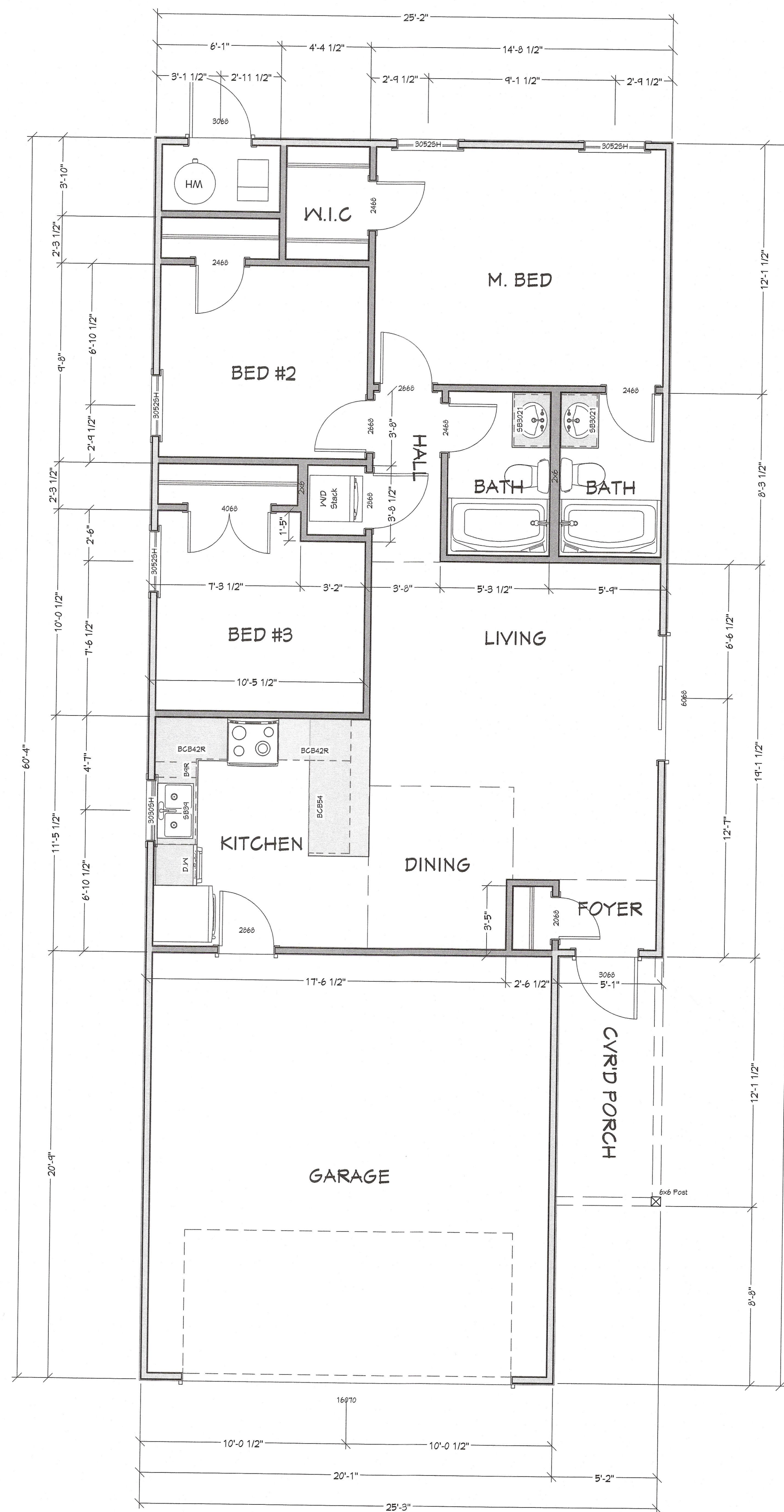
Passed Failed

@ #	AT FOUND(S) APPROXIMATELY	LT. LIN.	LIGHT LINEN
BASE.	BASEMENT	MANUF.	MANUFACTURER
B/T	BETWEEN	MAS.	MASONRY
BLK.	BLOCK	MAX.	MAXIMUM
BLK'G	BLOCKING	MTL.	METAL
BD.	BOARD	MIN.	MINIMUM
BRD.	BOARD	N.I.C	NOT IN CONTRACT
BOT.	BOTTOM		
BLDG.	BUILDING	O.C	ON CENTER
CAB.	CABINET	O/C	ON CENTER
CLG.	CEILING	O.F.F	OFF FINISHED FLOOR
CLR.	CLEAR	OPT.	OPTIONAL
CLOS.	CLOSET	O.R.F.	OFF ROUGH FLOOR
COL.	COLUMN	O.S.B	ORIENTED STRAND BOARD
COLS.	COLUMNS	OTS.	OWNERS TO SELECT
CONC.	CONCRETE	P.G.	PAGE
CMU.	CONCRETE MASONRY UNIT	PAN.	PANTRY
C.U.	CONDENSER UNIT	PL.	PLATE
CONN.	CONNECTION	PLYWD	PLYWOOD
CONT	CONTINUOUS	POLY.	POLYETHYLENE
COVER'G	COVERING	PSF	POUNDS PER SQUARE FOOT
CS	CRAWL SPACE	PSI	POUNDS PER SQUARE INCH
		PRE-FAB	PREFABRICATED
DECO.	DECORATIVE		
DET.	DETAIL	R.	RESISTANCE
DIA.	DIAMETER	RE.	REFERENCE
DIN.	DISHWASHER	REF.	REFRIGERATOR
DBL	DOUBLE	REINF.	REINFORCED
D.F.	DOUG FIR	R.A.	RETURN AIR
D.	DRYER	R.A.G.	RETURN AIR GRILLE
		REQ'D	REQUIRED
EA.	EACH		
ELEV.	ELEVATION	SCR.	SCREEN
ELVT'R	ELEVATOR	SHLV'S	SHELVES
ENG.	ENGINEER	SHR.	SHOWER
		SST.	SIMPSON STRONG TIE
FT.	FEET	SP.	SOUTHERN PINE
F.F.L	FINISHED FLOOR LINE	SPECS	SPECIFICATIONS
FIN.	FINISHED	SPF	SPRUCE PINE FIR
F.C	FIRE CODE	SQ.	SQUARE
FLR.	FLOOR	S.F	SQUARE FOOTAGE
FTG.	FOOTAGE	STL.	STEEL
FOUND.	FOUNDATION	SYF	SOUTHERN YELLOW PINE
FR.	FREEZER		
		THK.	THICK
GA.	GAUGE	THK'S	THICKNESS
GALV.	GALVANIZED	TBD	TO BE DETERMINED
GYP.	GYP SUM	TR.	TRANSOM
		TYP	TYPICAL
HDR.	HEADER		
HVAC	HEATING, VENTING & AIR CONDITIONING	U.T.C	UNDER THE COUNTER
		UTIL.	UTILITY
HGT.	HEIGHT		
HORZ.	HORIZONTAL	VAN.	VANITY
		VERT.	VERTICAL
IN.	INCHES		
INCL.	INCLUDE	W.	WASHER
INSUL.	INSULATION	WH.	WATER HEATER
		WT.	WEIGHT
JT.	JOINT	WIN.	WINDOW
JST	JOIST	W.M	WIRE MESH
JSTS	JOISTS	W/	WITH
		WD.	WOOD

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, PREPARED BY SOURCE ONE DESIGNS (S1D) AND S1D'S CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THIS INCLUDES DOCUMENTS DOCUMENTS IN ELECTRONIC FORM, S1D AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE RIGHT OF FIRST REFUSAL, IN ANY INSTRUMENTS OF SERVICE. NO PART OF ANY INSTRUMENTS OF SERVICE TO THIS PROJECT OR FOR OTHER PROJECTS, WITHOUT THE PRIOR WRITTEN AGREEMENT OF S1D, ANY UNAUTHORIZED USE OF THESE INSTRUMENTS OF SERVICE SHALL BE AT THE OWNERS SOLE RISK AND WITHOUT LIABILITY TO S1D AND ITS CONSULTANTS.

A 3D architectural rendering of a small, single-story garage or shed. The structure has a gabled roof with a wide overhang. The main walls are finished with horizontal white siding, while the base is a solid dark grey. The front facade features a large double door with a multi-paned window above it. To the right, there is a smaller side door with a similar multi-paned window. The building is situated on a gravel driveway, surrounded by a dense forest of tall pine trees. The scene is brightly lit, casting shadows on the ground.

44



LIVING AREA
996 SQ FT

1ST FLOOR PLAN

1/4"=1'

WALL
LEGEND

FLOOR PLAN NOTES:

1. ALL EXTERIOR DIMENSIONS ARE TO THE FRAMING OR MAIN LAYER. DIMENSIONS TO OPENINGS ARE TO THE CENTER.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2023 (the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and J Mattison Development, a Missouri Limited Liability Company, having a business office at PO Box 142, Harrisburg Missouri, 65256 (the “Developer”).

RECITALS

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.
THE PROPERTY AND CONSTRUCTION**

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as Lot Sixteen (16), Block Thirteen (13) of Barrow’s Addition of Moberly, Randolph County, Missouri or more commonly known as 1029 Concannon Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III
BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	J Mattison Development	
	PO Box 142	Harrisburg, Missouri 65256

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____,
City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

[illegible]

On this ____ day of _____, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

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- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

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- Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots legally described as Lot Fourteen (14) and West Twenty Feet (20’) , Block Twenty-Five (25) of Barrow’s Addition of Moberly, Randolph County, Missouri or more commonly known as 1209 Concannon Street.
- Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

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Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

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Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

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MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	J Mattison Development	
	PO Box 142	Harrisburg, Missouri 65256

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

[illegible]

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#7.

Department: Public Works

Date: October 2, 2023

Agenda Item: Receipt Of Bids For A New Small Spreader And Small Plow For A New 1-Ton Truck.

Summary: This is a Sourcewell Contract Bid. The bid is attached.

Recommended

Action: Please accept this bid.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

KNAPHEIDE
SINCE 1848

Seller: Knapheide Truck Equipment Co.
6603 BUSINESS 50 WEST
JEFFERSON CITY, MO 65109
www.knapheide.com

QUOTE:
147971-2
Quote Expiration:
10/08/2023

Contact(s): Dan Ranabargar (Outside Sales)
dranabargar@knapheide.com
5736599965

SOURCEWELL CONTRACT # 062222-DDY

Customer Information:

Customer: City Of Moberly Public Works
ID: 67061
Address:

Phone:
Contact: Tim G
Email: timg@cityofmoberly.com

Terms: Due Upon Receipt
Bid Spec:

Description: City of Moberly

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant

Ship Via:

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: SRW
Fuel Type: Gas
GVWR: 10900

Model: F-350
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2023
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 145

Item	Description	Quantity	Unit Price	Total
PACKAGE	Western 8'-6" Snow Plow	1.00	8,405.00	8,405.00
PACKAGE	Western Marauder Stainless Steel Spreader 2.2 cu yard Electric driven	1.00	6,830.00	6,830.00
35462967	Western Marauder Spreader Stainless Steel 2.2 cu yd AUGER ELECTRIC	1.00		
35005294	CUP HOLDER CONTROL MOUNT	1.00		
35005295	SPRDR CNTRL ADPTR CUP HOLD MT	1.00		
35557689	Install Hopper Spreader / Sprayer	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				Subtotal: \$15,235.00
				Total: \$15,235.00

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Snow PLOW Deflector	Yes / No	250.00	250.00
PACKAGE	Western PULLOVER TARP KIT Protect de-icing material from the elements and lock out moisture to prevent material bridging with a pullover tarp. Fitted to the hoppers dimensions, the tarp features reinforced corners and potential wear points, cutouts to prevent interference with WESTERN Strobe and Worklight brackets, and a cutout for the new Rearview Material Monitoring Camera and mounting bracket. Comes standard with durable, rubber bungees for simple and secure install and removal.	Yes / No	615.01	615.01
PACKAGE	Western LED WORK LIGHT KIT (PRIMARY) A genuine WESTERN® LED Work Light system will grant you increased visibility at the rear of your spreader. Encased in anodized aluminum, and rated beyond -20° F, this LED Work Light system projects over 1000 lumens to help you monitor material distribution and illuminate potential hazards while backing up.	Yes / No	130.58	130.58

Customer PO _____

Total Price _____

Additional Notes: extra cost to occur if Knapheide would have to add tie downs in chassis bed

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Jefferson City terms and conditions as stated above.

Customer Signature _____

Print Name _____

Title _____

Date _____

Dealer Code _____

Dealership _____

Location _____

Small Spreader	\$ 6830.00
Small Plow	\$ 8405.00
deflector	\$ 250.00
LED LIGHT KIT	\$ 130.58
Street CIP	
Total	\$ 15,615.58
Budgeted	\$ 16,500
W.PEAKSPORTSPINE.COM	

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Public Works
 Date: October 2, 2023

Agenda Item: Receipt Of Bids For Street Striping.

Summary: We advertised for bids for street striping in the newspaper and mailing invitations to numerous companies that do this type of work. The bids were opening September 20, 2023 at 10:00am. Only one (1) bid was received from Remole Coating LLC.

Staff recommends accepting this bid.

Recommended

Action: Accept this bid.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

CITY OF MOBERLY

"2023 Street
Striping Project"

"BID OPENING"
Sign-In Sheet

Date: 9/20/2023 10:00 AM

Name

Shannon Hance

Tim Remole

Cassie Bial

Company

City of Moberly

Remole Coatings LLC

City of Moberly

CITY OF MOBERLY "2023 Street
"BID OPENING" Striping Project"

Date: 9/20/2023, 10AM

Remole Coatings LLC

\$ See Bid sheet

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

STREET STRIPING BID SHEET**Solid Yellow Lines**

Estimated Quantity:

Linear Feet 618Unit Price \$. 68 /plf.**Solid White Line**

Estimated Quantity:

Linear Feet 17,358Unit Price \$. 66 /plf.**Dashed Yellow Lines**

Estimated Quantity:

Linear Feet 17,849Unit Price \$. 68 /plf.**Crosswalks**

Estimated Quantity: 80

Unit Price \$ 125.00 /ea.**Bike Lane Emblems**

Estimated Quantity: 10

Unit Price \$ 45.00 /ea.

Intersection Arrows - 65.00 / each

Handicap emblems - 35.00 / each

Lay out and Striping - .85 / PLF

All Stripes Must Be 4" wide**100 VOC Paint or Equivalent****NO WATER BASE PAINT**Company Name: Remole Coatings LLCMain Contact Name: Tim RemoleAddress: 38932 State Hwy. CCity, State, and Zip Code: Excelsior, MO. 65247

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Community Development

Date: October 2, 2023

Agenda Item: A Resolution Approving And Authorizing The City Manager To Execute A Purchase And Sale Agreement With Moberly Holding Company.

Summary: This is a donation of the 38 acres of land in the northern portion of the Moberly Industrial Park from the Moberly Holding Company to the City of Moberly to be counted as match for its appraised value of \$530,000 as part of an Industrial Site Grant to complete the extension of roadways within the Moberly Industrial Park.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH MOBERLY HOLDING COMPANY.

WHEREAS, Moberly Holding Company, a Missouri Non-Profit Corporation (“MHC”) has agreed to donate thirty-eight (38) acres of land located within the Moberly Area Industrial Park to the City to assist the City in obtaining an Industrial Site Grant from the State of Missouri to complete infrastructure improvements within the Industrial Park; and

WHEREAS, attached hereto is a Purchase and Sale Agreement (the “Agreement”) with MHC which provides for the donation of the Industrial Park acreage; and

WHEREAS, the MHC Board of Directors has approved the Agreement and city staff recommends approval of the Agreement by the City Council.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement and authorizes the City Manager to enter into the attached Agreement with MHC and to take such other action necessary to effectuate the purpose of this Resolution.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), is made and entered into this _____ day of September, 2023, (the “**Effective Date**”), by and between the CITY OF MOBERLY, MISSOURI, a political subdivision of the State of Missouri, with a principal address of 101 W. Reed Street, Moberly, Missouri 65270 (“**Purchaser**”) and MOBERLY HOLDING COMPANY, a Missouri nonprofit corporation having principal offices at 115 N. Williams Street, Moberly, Missouri 65270 (“**Seller**”).

WITNESSETH:

For and in consideration of One Dollar and no cents (\$1.00) payable by Purchaser to Seller as provided below (the “**Purchase Price**”), Seller agrees to sell and Purchaser agrees to buy certain real property consisting of approximately 38 acres of land known as Lots 2, 3A, 3B, and 4 of the Moberly Area Industrial Park located in the City of Moberly, Randolph County, Missouri, having the following Randolph County Assessor parcel numbers:

07-6.0-23.0-0.0-000-015.001,
07-6.0-24.0-0.0-000-007.001,
07-6.0-24.0-0.0-000-007.000,
07-6.0-24.0-0.0-000-011.000, and
07-7.0-25.0-2.0-000-008.001;

said parcels also being depicted on the aerial photo/map attached as **Exhibit 1** hereto (collectively, the “**Property**”), together with all rights and improvements and fixtures therein and thereon, subject to exceptions for easements and any other matters of record (collectively, the “**Property**”). The legal description for the Property to be used in the conveyance contemplated in this Agreement shall be developed by the Title Company (defined below) and approved by the Seller, such approval not to be withheld unreasonably.

1. **Payment of Purchase Price.** The Purchase Price shall be the sum of one dollar (\$1.00) to be payable by Purchaser to Seller on or before the Closing Date (as hereinafter defined) as provided in this Agreement.

2. **Closing Date; Place of Closing.** The purchase and sale of the Property shall be closed (“**Closing**”) on a date specified by Purchaser which shall be within thirty (30) days of the Effective Date unless a later date is selected by Purchaser and agreed to by Seller (“**Closing Date**”). Closing shall be held at a title company selected by Purchaser (the “**Title Company**”) having an office in Randolph County, Missouri or such other place as the parties may mutually agree.

3. **Events of Closing.** At Closing:

(a) Purchaser shall cause to be delivered to Seller the Purchase Price, adjusted as hereinafter provided;

(b) Seller shall transfer and convey all of Seller's right, fee title and interest in the Property by Special Warranty Deed in such form as reasonably required by the Purchaser, free and clear of all tenancies, liens, and encumbrances other than those created by this Agreement, or that are set forth in any title commitment obtained by the Purchaser; and

(c) Seller and Purchaser shall execute and deliver customary affidavits and such other reasonable documents as may be required by the Title Company conducting the Closing and Seller and Purchaser shall each deliver to the other such other documentation as is reasonably requested by such party.

Closing shall be through an escrow, with the Title Company acting as escrowee. Possession shall be as of the Closing Date.

4. Expenses. Other than as expressly provided elsewhere in this Agreement, Purchaser shall pay all closing costs imposed by the Title Company. Purchaser shall also pay the fees and costs of counsel for the Seller as well as the Purchaser, to be paid outside of closing. Purchaser shall assume full responsibility for real estate tax liability, if any, on and after the Closing Date.

5. Title Insurance. Purchaser may at Purchaser's expense, obtain a current commitment for title insurance (a "**Title Commitment**") in the amount of the Purchase Price or at such other amount reasonably determined by Purchaser and the Title Company, and final policy thereafter, each in a form and substance reasonably acceptable to Purchaser, showing merchantable title subject only to the following permitted exceptions: (a) all taxes and special assessments credited to Purchaser at Closing, if any; (b) building and building line, use, and occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances; (d) easements for the use of public utilities; (e) public roads and highways; (f) drainage ditches, feeders and laterals (collectively, "**Permitted Exceptions**"). None of these exceptions shall be considered Permitted Exceptions if they are violated by existing improvements or the present use of the Property. In the event that Purchaser is not satisfied with the results of the Title Commitment (other than Permitted Exceptions), Purchaser shall, on or before the date which is ten (10) days prior to the Closing Date, provide Seller with any written objections to the results of the Title Commitment and the condition of title to the Property. Seller shall thereafter have the right but not the obligation to cure all such objections and to give written notice of such cure to Purchaser prior to the Closing Date. If Seller fails to or elects not to cure any such objections or fails to give notice of such cure to Purchaser within said period, Purchaser may terminate this Agreement by providing Seller with written notice of termination as of the Closing Date and if Purchaser does not terminate this Agreement within such period, Purchaser shall be deemed to have waived Purchaser's written objections. If Purchaser terminates this Agreement in accordance with this Paragraph 5, neither party shall have any further rights or obligations hereunder or otherwise and this Agreement shall be terminated.

6. Real Estate Brokers. Seller and Purchaser hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. Seller and Purchaser each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless

shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

7. Condition of Property.

(a) Purchaser acknowledges that Purchaser is relying solely on the results of Purchaser's inspections and evaluations of the Property, if any, performed by or on behalf of Purchaser, rather than any representation of Seller or Seller's agents in connection with Purchaser's negotiations or discussions with Seller.

(b) THE PROPERTY IS BEING SOLD IN "AS IS/WHERE IS" CONDITION WITH ALL FAULTS. SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE PROPERTY.

(c) Seller agrees that, for a period of fourteen (14) days following the Effective Date, the Purchaser, or the Purchaser's designated agent(s), shall have full access to the Property during normal business hours, including the right, at Purchaser's own risk, cost and expense, to enter upon the Property for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies, including environmental studies, as Purchaser may desire. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all losses, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs and litigation expenses) which Seller may suffer, sustain, or incur in connection with or arising from any such entry of the Property, and such obligations of Purchaser will survive Closing and any termination of this Agreement. In the event Purchaser does not purchase the Property, Purchaser shall, at its expense, promptly restore the Property to its prior condition to the extent of any changes made by its agents or representatives. If Purchaser is not satisfied for any reason whatsoever with any results of the tests, investigations and studies performed pursuant to this paragraph, Purchaser shall provide a copy of such results to Seller within ten (10) days of the completion of Purchaser's inspections of the Property and specify any corrective action sought by Purchaser. If Purchaser and Seller cannot reach a mutual agreement regarding a resolution of the corrective action sought by Purchaser, then Purchaser shall have the right to immediately terminate this Agreement by providing written notice of such termination to Seller. In such event, no party shall have any liability hereunder, except as otherwise provided herein.

(d) The parties acknowledge that this Agreement is being entered into based upon the premise that no financing liens are in place with respect to the Property. In the event that the Title Commitment or any other source reveals the existence of a valid financing lien for the Property or any portion thereof, Purchaser shall notify Seller of same, and either party shall have the right to terminate this Agreement by providing written notice of such termination to the other party.

8. Risk of Loss. In the event the Property, or any portion thereof, is destroyed or substantially damaged by fire, other casualty, or any other cause or subject to eminent domain before the Closing Date, Purchaser may, at Purchaser's option and by prompt written notice to Seller, either (a) terminate this Agreement; or (b) declare that this Agreement shall continue in full force and effect without reduction in the Purchase Price, and Seller shall assign to Purchaser, at

Closing, all of its interest in insurance claims and condemnation proceeds payable as a result of said damage.

9. Default. In the event of any default hereunder by Purchaser, and provided Seller is not then in default in the performance of Seller's obligations hereunder, Seller may, after having given Purchaser five (5) days written notice and opportunity to cure, enforce the specific performance of this Agreement for default of this agreement. In the event of any default hereunder by Seller, which is not cured within the time periods set forth herein, Purchaser may cancel this Agreement and, thereupon, Seller and Purchaser shall have no further liability to the other under this Agreement or otherwise, or Purchaser may enforce the specific performance of this Agreement.

10. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants that, as of the Effective Date and the Closing Date:

(a) Seller has full and lawful right and authority to execute and deliver this Agreement and no other consents or approvals are required to consummate the transactions contemplated hereunder;

(b) Seller owns good fee simple marketable title to the Property;

(c) To the best of Seller's knowledge there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property;

(d) To the best of Seller's knowledge, there are no violations of any federal, state or local law, code, ordinance, rules, regulation or requirement affecting the Property;

(e) To the best of Seller's knowledge, the Property was at no time used for the dumping, disposal, storage, generation, release, transportation, spilling, emission or handling of Hazardous Wastes as defined in 42 U.S.C. §6901 - §6987, Hazardous Substances as defined in 42 U.S.C. §9601, toxic substances, asbestos, or petroleum and/or petroleum by-products; to the best of Seller's knowledge there are no, nor have there ever been any, above-ground or underground storage tanks on the Property;

(f) To the best of Seller's knowledge, there are no conditions on the Property which are materially violative of any applicable Environmental Laws, and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Property for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of a violation of applicable Environmental Laws;

(g) To the best of Seller's knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof, except to the extent that certain Farm Lease Agreement entered into by the Purchaser and Seller, as lessors, and Larry Sander, as lessee, dated April 5, 2021, and any amendments thereto, applies to the Property.

(h) There are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property;

(i) Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and are therefore exempt from the withholding requirements of said section;

(j) To the best of Seller’s knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property;

As provided in this Paragraph 10, Purchaser’s obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Effective Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing. For purposes of this Paragraph 10 the term “Environmental Laws” shall mean and include the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), any state super-lien and environmental clean-up statutes and all other applicable federal, state and local environmental laws, including obligations under the common law, ordinances, rules, regulations and publications, and any other legal requirements, now or hereafter existing relating to the pollution and protection of the environment, the preservation or reclamation of natural resources, the management or release of Hazardous Substances, or to human health or safety; the term “Hazardous Substances” shall mean shall mean: (i) those substances (whether solid, liquid or gas), included within the definitions of or identified as “hazardous substances”, “hazardous materials”, or “toxic substances” in or pursuant to, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), the Resource Conservation and Recovery Act of 1976 (42 U.S.C., § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or in the regulations promulgated pursuant to said laws, all as amended; (ii) those substances listed in the United States Department of Transportation Table (40 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any material, waste, substance, pollutant or contamination which is or contains (A) petroleum, its derivatives, by-products and other hydrocarbons, including crude oil or any fraction thereof, natural gas, or synthetic gas usable for fuel or any mixture thereof, (B) asbestos and/or asbestos-containing materials in any form that is or could become friable, (C) polychlorinated biphenyls, (D) flammable explosives, (E) infectious or medical waste, or (F) radioactive materials; and (iv) such other substances, materials, wastes, pollutants and contaminants which are or become regulated as hazardous, toxic or “special wastes” under applicable local, state or federal law, or the United States government, or which are classified as hazardous, toxic or as “special wastes” under any Environmental Laws.

11. Cooperation Agreement; Future Proceeds from Sale of Property.

(a) The parties acknowledge they entered into a certain Cooperative Agreement for Industrial Land Sales and Development dated November 19, 2019 (“Cooperative Agreement”), pertaining to land that includes at least a portion of the Property. This Agreement shall supersede the Cooperative Agreement, and the parties hereby agree that, upon Closing, the Cooperative Agreement shall have no further application to the Property.

(b) In the event that Purchaser sells the Property or any portion thereof to a third party in the future, Purchaser agrees to designate the net proceeds from such sale that are attributable to any part of the Property to be applied to economic development activities that are mutually agreed upon between Purchaser and Seller. The parties agree that, upon request of either party, they shall promptly meet and confer to attempt to reach an agreement on one or more specific development activities that would satisfy this provision. The parties further agree that the provisions of this Paragraph 11(b) shall survive Closing, and that Seller shall have the option of recording a Memorandum of Agreement reflecting the existence of these provisions in the office of the Recorder of Deeds for Randolph County. The form of such Memorandum of Agreement shall be substantially in the form of **Exhibit 2** attached hereto, or such other form as the parties may mutually agree upon.

12. Notices. All notices between the parties hereto shall be in writing and shall be sent by certified, registered or overnight mail, return receipt requested, by overnight courier, or by personal delivery, shall be deemed to have been validly served, given or delivered immediately when delivered in person or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to Seller:

Moberly Holding Company
115 N. Williams St.
Moberly, Missouri 65270
Attn: Administrator

with a copy to:

Greg H. Dohrman, Esq.
Cunningham, Vogel & Rost, P.C.
3660 S Geyer Road, Suite 340
St. Louis, Missouri 63127

If to Purchaser:

City of Moberly, Missouri
Attn: City Manager
101 W. Reed St.
Moberly, Missouri 65270

with a copy to: Randall Thompson, Esq.
 City Attorney
 101 W. Reed St.
 Moberly, Missouri 65270

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Five (5) days written notice thereof.

13. Farm Lease.

The parties agree to cooperate to modify the Farm Lease dated April 5, 2021 described in Paragraph 10 above as may be needed and to notify the lessee of the conveyance contemplated herein and any necessary adjustments to lease payments to be made. The parties further agree that as to any lease payments to be made for the calendar year 2023 under said lease, the lessee's payments shall be made based upon the current state of ownership of the property subject to said lease, and that any payments made for calendar year 2024 and beyond shall be adjusted to reflect any change in ownership.

14. Mutual Cooperation.

The parties agree to take such actions, including the execution and delivery of such documents, instruments, and certifications, as may be reasonably necessary to carry out the terms, provisions, and intent of this agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions, and intent.

15. Miscellaneous.

(a) The paragraph headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both parties.

(b) This Agreement shall not be assignable by either party without prior written consent of the other party.

(c) This Agreement constitutes the entire understanding between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties hereto.

(d) This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

(e) Time is of the essence of this Agreement.

(f) This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed in their respective names as of the date first above written.

PURCHASER:

CITY OF MOBERLY, MISSOURI

By: _____
Title: _____

ATTEST:

City Clerk

SELLER:

MOBERLY HOLDING COMPANY

By: _____
Printed Name: _____

ATTEST:

Secretary

EXHIBIT 1

Aerial Photo/Map of Moberly Area Industrial Park
(Moberly Holding Company parcels outlined in red)

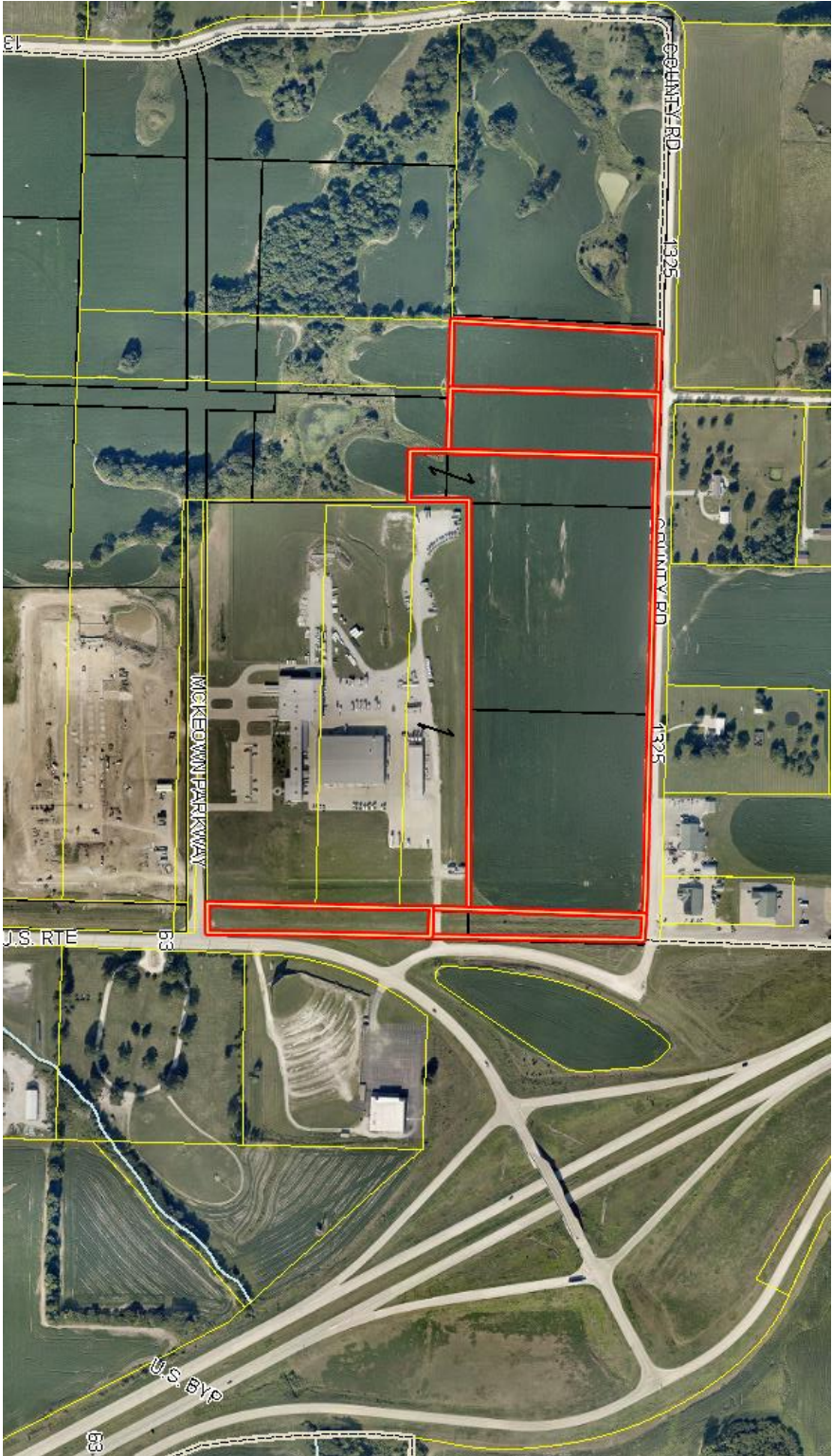


EXHIBIT 2

**Form of Memorandum of Agreement
(attached on following pages)**

FORM ONLY – DO NOT SIGN

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: MEMORANDUM OF AGREEMENT

DATE OF DOCUMENT: _____

GRANTOR(S): CITY OF MOBERLY, MISSOURI
101 W. REED ST.
MOBERLY MO 65270

GRANTEE: MOBERLY HOLDING COMPANY
115 N. WILLIAMS ST.
MOBERLY MO 65270

PROPERTY ADDRESS: N/A

PARCEL NOS #: 07-6.0-23.0-0.0-000-015.001, 07-6.0-24.0-0.0-000-007.001,
07-6.0-24.0-0.0-000-007.000, 07-6.0-24.0-0.0-000-011.000,
07-7.0-25.0-2.0-000-008.001

CITY/MUNICIPALITY: CITY OF MOBERLY, MISSOURI

LEGAL DESCRIPTION: See Exhibit A, attached on page 5

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “Memorandum”) is made as of the ____ day of _____, 20____, by and between the City of Moberly, Missouri, Grantor(s), and the Moberly Holding Company, a Missouri nonprofit corporation, Grantee (hereinafter referred to as the “Company”), whose address is: 115 N. Williams Street, Moberly, Missouri 65270.

WHEREAS, Grantor and Grantee have entered into a certain Purchase and Sale Agreement (“Agreement”) pertaining to real property being located in Randolph County, Missouri as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Agreement includes certain provisions binding upon Grantor that will survive closing and recording of a deed to the Property vesting title to the Grantor, and the parties desire to evidence the Agreement in the real property records of Randolph County, Missouri, by recording this Memorandum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby state as follows:

1. Notice is hereby given that Grantor and Grantee have executed a Purchase and Sale Agreement, the terms of which provide that in the event that Grantor sells the Property or any portion thereof to a third party in the future, Grantor agrees to designate the net proceeds from such sale that are attributable to any part of the Property to be applied to economic development activities that are mutually agreed upon between Grantor and Grantee. The Agreement constitutes a lien on the Property and binds the successors and assigns of the Grantor until fulfilled or released.
2. This Memorandum is subject to all conditions, terms and provisions of the Agreement, which agreement is hereby adopted and made a part hereof by reference to the same extent and in the same manner as if all the provisions thereof were copied herein in full.
3. In the event of a conflict between the terms of the Agreement and this Memorandum, the Agreement shall prevail. Reference is made to the Agreement for a complete description of all matters referenced in this Memorandum. Grantor agrees that a copy of the Agreement will be kept on file at the office of the City Clerk for the City of Moberly, Missouri.

[Signatures appear on following page.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum effective as of the date first written above.

GRANTOR:

CITY OF MOBERLY, MISSOURI

By: [FORM ONLY-DO NOT SIGN]

Title: _____

ATTEST:

City Clerk

GRANTEE:

MOBERLY HOLDING COMPANY

By: [FORM ONLY-DO NOT SIGN]

Printed Name: _____

ATTEST:

Secretary

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me, the undersigned notary, personally appeared _____, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ for the City of Moberly, a municipal corporation of the State of Missouri.

(NOTARY SEAL)

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me, the undersigned notary, personally appeared _____ (name of document signer), personally known to me [OR proved to me through identification documents, which were _____] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as _____[title] for Moberly Holding Company, a corporation.

Notary Public

SEAL:

My Commission Expires:

EXHIBIT A
Legal Description

[to be developed]

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Public Works

Date: October 2, 2023

Agenda Item: A Resolution Authorizing The Purchase Of A Snowplow And Spreader For The Public Works Department.

Summary: This is a Sourcewell Contract Bid. Attached is the bid.

Recommended

Action: Approve this resolution.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	<u> x </u> Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A SNOWPLOW AND SPREADER FOR THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Public Works Department was able to secure Sourcewell pricing for a Western 8'6" Snow Plow and a Western Marauder Stainless Steel Spreader with accessories from Knapheide Truck Equipment Company for the total sum of \$15,615.58; and

WHEREAS, Sourcewell is a cooperative purchasing service and this purchase qualifies as an exception to the city bid procedures pursuant to Sec. 2-435 (4); and

WHEREAS, city staff recommends the purchase of the described equipment using the Sourcewell pricing.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the purchase of the snow plow, spreader and accessories for the sum of \$15,615.58 and further authorizes the City Manager to take such other action as may be necessary to effectuate the purpose of this Resolution.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

KNAPHEIDE

SINCE 1848

Seller: Knapheide Truck Equipment Co.
6603 BUSINESS 50 WEST
JEFFERSON CITY, MO 65109
www.knapheide.com

QUOTE:
147971-2
Quote Expiration:
10/08/2023

Contact(s): Dan Ranabargar (Outside Sales)
dranabargar@knapheide.com
5736599965

SOURCEWELL CONTRACT # 062222-DDY

Customer Information:

Customer: City Of Moberly Public Works
ID: 67061
Address:

Phone:
Contact: Tim G
Email: timg@cityofmoberly.com

Terms: Due Upon Receipt
Bid Spec:

Description: City of Moberly

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant
Ship Via:

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: SRW
Fuel Type: Gas
GVWR: 10900

Model: F-350
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2023
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 145

Item	Description	Quantity	Unit Price	Total
PACKAGE	Western 8'-6" Snow Plow	1.00	8,405.00	8,405.00
PACKAGE	Western Marauder Stainless Steel Spreader 2.2 cu yard Electric driven	1.00	6,830.00	6,830.00
35462967	Western Marauder Spreader Stainless Steel 2.2 cu yd AUGER ELECTRIC	1.00		
35005294	CUP HOLDER CONTROL MOUNT	1.00		
35005295	SPRDR CNTRL ADPTR CUP HOLD MT	1.00		
35557689	Install Hopper Spreader / Sprayer	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				Subtotal: \$15,235.00
				Total: \$15,235.00

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Snow PLOW Deflector	Yes / No	250.00	250.00
PACKAGE	Western PULLOVER TARP KIT Protect de-icing material from the elements and lock out moisture to prevent material bridging with a pullover tarp. Fitted to the hoppers dimensions, the tarp features reinforced corners and potential wear points, cutouts to prevent interference with WESTERN Strobe and Worklight brackets, and a cutout for the new Rearview Material Monitoring Camera and mounting bracket. Comes standard with durable, rubber bungees for simple and secure install and removal.	Yes / No	615.01	615.01
PACKAGE	Western LED WORK LIGHT KIT (PRIMARY) A genuine WESTERN® LED Work Light system will grant you increased visibility at the rear of your spreader. Encased in anodized aluminum, and rated beyond -20° F, this LED Work Light system projects over 1000 lumens to help you monitor material distribution and illuminate potential hazards while backing up.	Yes / No	130.58	130.58

Customer PO

Total Price

Additional Notes: extra cost to occur if Knapheide would have to add tie downs in chassis bed

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Jefferson City terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

Small Spreader	\$ 6830.00
Small Plow	\$ 8405.00
deflector	\$ 250.00
LED LIGHT KIT	\$ 130.58
Street CIP	
Total	\$ 15,615.58
Budgeted	\$ 16,500
W.PEAKSPORTSPINE.COM	

City of Moberly

City Council Agenda Summary

Agenda Number: #11.
 Department: Fire
 Date: October 2, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing The Purchase Of Battery Powered Extrication Tools From Dinges Fire Company For The Moberly Fire Department.

Summary: Through The Budgetary Process, The Fire Department's Requested Quotes/Estimates From Multiple Vendors For Battery Powered Extrication Tools. Going Through Each Quote, The Department Selected Dinges Fire Company To Be The Vendor Based Upon Cost, Availability, And Sole Source Of Preferred Manufacturer Of The Tools. This Funding Was Approved In The 2023-2024 Fiscal Budget, Within The Capital Improvement Plan.

Recommended

Action: Approve The Resolution

Fund Name: Capital Improvement Pan

Account Number: 100.008.5502

Available Budget \$: 40,000.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE PURCHASE OF BATTERY POWERED EXTRICATION TOOLS FROM DINGES FIRE COMPANY FOR THE MOBERLY FIRE DEPARTMENT.

WHEREAS, the City of Moberly Fire Department requested bids for battery powered extrication tools from multiple vendors; and

WHEREAS, two responsive bids were received with the bid of Dinges Fire Company (“Dinges”) in the amount of \$34,075.00 being the lowest responsible bid; and

WHEREAS, this is a budgeted item and the Moberly Fire Department recommends acceptance of the Dinges bid and authority to immediately purchase the described equipment.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Dinges and authorizes the City Manager or his designee to purchase the fire equipment described herein for the total price of \$34,075.00 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Moberly Fire - Battery Powered Extrication Tools	
Vendor	Quoted Pricing
Banner Fire Equipment	\$35,998.00
Dinges Fire Equipment	\$34,075.00

The Fire Department recommends going with the low bid from Dinges Fire Company.

**Bill To:**

Moberly Fire Department
C/O: Chief Don Ryan

Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Ship To:

Moberly Fire Department (Moberly, MO)
310 North Clark Street
Moberly, MO 65270

Quantity	Item	Description	Price	Total
3	Amkus-IBATTfv-9	60V BATTERY (9/3 AMP-HR)	\$245.00	\$735.00
1	Amkus-ICHrg-4FAST	ION FLEXVOLT BATTERY CHARGER - 120V (4 Bay Fast Charger)	\$340.00	\$340.00
1	Amkus-IS320LB	IS320 ION SPREADER	\$12,000.00	\$12,000.00
1	Amkus-ICT716LB	ICT716 COMBI	\$11,000.00	\$11,000.00
1	Amkus-IC650LB	IC650 CUTTER	\$10,000.00	\$10,000.00

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$34,075.00

* Quote Created on 08/04/2023. Pricing valid for no more than 30 days, unless noted otherwise.

Shipping TBD


* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$34,075.00

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

QUOTE / SALES ORDER FORM

#11.

SALES REP.				QUOTE DATE:	
Jeff McReynolds				9/13/2023	
PHONE:				VALID UNTIL:	
660-341-6553				30 days	
E-MAIL:		4289 Industrial Dr, Roxana, IL 62084 • 888-BAN-FIRE • WWW.BANNERFIRE.COM		CONTACT:	
jeffmc@bannerfire.com		DEPT:	City of Moberly Fire Department		
		ADDRESS:			
SHIP VIA:					PHONE:
		SHIP TO:	Attn: Chief Donald Ryan		
PARTIAL:		ADDRESS:			
COMPLETE:					FAX:
EMAIL ADDRESS:					
PURCHASE ORDER:					
PART NUMBER:	QTY.	DESCRIPTION:	PRICE EACH	TOTAL:	
ART.110.215.1	1.00	GENESIS Eforce / SC240-SL3 / Cutter with NXTGEN BLADES	\$10,777.00	\$10,777.00	
ART.109.173.6	1.00	GENESIS Eforce / S49-SL3 28" Spreader	\$11,805.00	\$11,805.00	
ART.109.261.1	1.00	GENESIS Eforce 17c Combi Tool (order with BRUTE tips)	\$11,375.00	\$11,375.00	
ART.105.375.5	3.00	M28 Milwaukee 28v x 5aH Battery (spares)	\$419.00	\$1,257.00	
ART.105.410.9	1.00	GENESIS 3 bay charger 120v	\$439.00	\$439.00	
		all of the above tools come with (1) each Milw 28v x 5aH battery			
		Options			
ART 109.685.9		SPARE -Set of RIT tips for the Combi Tool = \$899.00			
ART.109.416.8		Mechanical Ram (add on) for 17c Combi Tool =\$2619.00			
FREIGHT	N/A		FREIGHT:		\$345.00
TOTAL PRICE	N/A		TOTAL PRICE:		\$35,998.00
SPECIAL NOTES:					

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Public Utilities

Date: October 2, 2023

Agenda Item: A Resolution Accepting The Bid Of Vandevanter Engineering/Cogent, Inc For Maintenance Of Pump Equipment At 7 Bridges Road Lift Station.

Summary: The work will include replacement of the pump stands and associated discharge piping. 7 Bridges Lift Station is 27 years old and entered service in 1996. Replacement of these ferrous piping and pump stand items is expected to extend the useful life of the lift station. The typical life of a sewage lift station is somewhere in the range of 25 years, so 7 Bridges Lift Station would be otherwise nearing the end of its useful life and extending the life of this very expensive asset is beneficial. Vandevanter is the licensed sales & service provider for the system referenced. The proposed cost for this effort is \$48,572.00. The project supplies the necessary specialized tools, testing equipment and technical skills necessary to perform the work and includes all required confined space entry safety practices. The station has been in service for over 27 years and the materials within the wetwell where the work is to be performed are exposed to an extremely corrosive environment. Performing the work as part of preventive maintenance plan allows the utility to confidently continue the stations service.

Recommended

Action: Approve the resolution

Fund Name: Lift Station Maintenance

Account Number: 301.114.5304

Available Budget \$: 73,740.60

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M ☐ S ☐ **Brubaker**

Council Member

M ☐ S ☐ **Lucas**

M ☐ S ☐ **Kimmons**

M ☐ S ☐ **Jeffrey**

M ☐ S ☐ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE BID OF VANDEVANTER
ENGINEERING/COGENT, INC FOR MAINTENANCE OF PUMP EQUIPMENT AT 7
BRIDGES ROAD LIFT STATION.**

WHEREAS, Vandevanter Engineering, a registered fictitious name of Cogent, Inc. (“Vandevanter”) is the sole source provider of repair to Flygt pumping equipment; and

WHEREAS, 7 Bridges Road Lift Station Pump is part of the city collection system flowing to the wastewater treatment plant; and

WHEREAS, as part of the city’s routine preventative maintenance of its Flygt pumping equipment a bid was requested of Vandevanter to perform necessary repairs at the 7 Bridges Road pumping station; and

WHEREAS, Vandevanter provided a bid for the repair work of \$48,572.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Vandevanter and authorizes the City Manager to enter into the attached proposal with Vandevanter for the sum of \$48,572.00.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Xylem Inc.
Flygt Products
1615 State Route 131
Milford, Ohio 45150
Tel +1.513.250-6270 Fax +1.513.831.7868

January, 2023

To whom it may concern:

Vandevanter Engineering, Inc. is Flygt's authorized sales, maintenance repair and service Distributor for all of Eastern Missouri, East of Linn County and Illinois, South of Mason County. Vandevanter is the only entity authorized to sell Flygt pumps, controls and accessories in this area.

Contact information is as follows:

Ben Azerolo
Vandevanter Engineering
1550 Larkin Williams Road
Fenton, MO 63026
314-347-7433 Phone / 636-343-1720 Fax
Email: Bazerolo@vandevanter.com

If you have any questions please feel free to contact me.

Mark Shaw
Regional Sales Manager (Mid - Central Region)
Dewatering, Distribution, and Water Utilities

Proposal No. OP-578008

Aug 15th, 2023

TO: City of Moberly, MO
PROJECT: Seven Bridges Stand And Pipe Replacement
ATTN: Emily Lute

We are pleased to provide the following equipment quotation for

THREE (3) Flygt 6" x 6" Automatic Discharge Elbow

ONE (1) LOT of Piping materials to replace the vertical stack piping for all three pumps from the discharge stand to the 90 deg elbow in the Wet Well.

ONE (1) LOT of Labor to send (3) Vandevanter Engineering Field Techs out to do a confined space entry to remove the old stands and piping and replace with the above materials.

NOTE:

1. City to divert the flow of the station to the CSO Basin while construction is happening.
2. City to provide Vacuum Truck to clean out basin so that VE can replace the stands and piping.
3. Planning on reusing the existing 3" Guide Rails and Upper Guide Bar Brackets

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$48,572.00

F.O.B. – Factory Freight is not included. Installation is included.

***Anything not specifically listed to be assumed by other.**

Sincerely,
VANDEVANTER ENGINEERING CO.

Ben Azerolo

Ben Azerolo
Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:**BY:****COMPANY:****TITLE:**

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

City of Moberly

City Council Agenda Summary

Agenda Number: #13.

Department: Public Utilities

Date: October 2, 2023

Agenda Item: A Resolution Authorizing The Filing Of An Application With The Missouri Department Of Natural Resources, Financial Assistance Center's Funding Programs For Loans And/Or Grants Under The Missouri Clean Water Law (Chapter 644, RSMo).

Summary: The City of Moberly is required to submit revolving fund applications for capital projects if the city intends to utilize low interest revolving fund loans to finance any capital projects. As part of the process the city must name an "Authorized Representative" to sign applications for funding and related required documents. This request names Randall Thompson as the Authorized Representative to fill the role while the City Manager position is vacant.

Recommended

Action: Approve the resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M ☐ S ☐ **Brubaker**

Council Member

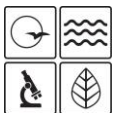
M ☐ S ☐ **Lucas**

M ☐ S ☐ **Kimmons**

M ☐ S ☐ **Jeffrey**

M ☐ S ☐ **Kyser**

Passed Failed



BILL NO. _____

RESOLUTION NO. _____

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

(Suggested Form for Grant/Loan Applicant use)

A Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's funding programs for loans and/or grants under the Missouri Clean Water Law (Chapter 644, RSMo).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the planning and/or construction of specific eligible projects.

NOW, THEREFORE, be it resolved by _____ City Council of Moberly _____
(*Governing Body of Applicant*)

- 1. That** _____ Shannon Hance _____ **be and is hereby authorized to execute and file an**
(*Designated Official*)
application on behalf of _____ City of Moberly _____
(*Legal Name of Applicant*)
with the State of Missouri for a loan and/or grant to aid in the planning and/or construction of:
Various SRF Projects underway and in the future _____

- 2. That** **Shannon Hance** _____ Moberly City Clerk
(*Name of Authorized Official*) (Title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application, which is herein authorized to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ **of the**
(*Title of Officer*)

_____, **does hereby certify: That the attached resolution is a**
(*Legal Name of Applicant*)

true and correct copy of the resolution adopted at a legally convened meeting of the _____

_____, **held on the** _____ **day of** _____, _____;
(*Name of the Governing Body of Applicant*)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN

WITNESS WHEREOF, I have hereunto set my hand this _____ **day of** _____, _____.

(*Signature of Recording Officer*)

(*Title of Recording Officer*)

SEAL (If applicant has an official seal, impress here.)

City of Moberly

City Council Agenda Summary

Agenda Number: #14.

Department: Public Utilities

Date: October 2, 2023

Agenda Item: A Resolution Accepting The Proposal Of Veolia Water Technologies Treatment Solutions USA, Inc., For Waste Water Treatment Plant UV System Maintenance And Authorizing The City Manager To Execute An Agreement On Behalf Of The City Of Moberly.

Summary: The work will include refurbishment of the system to address multiple system components. This WWTP effluent UV disinfection system is 26 years old and entered service in 1997. Replacement of these components is expected to extend the useful life of the system. It is important to note that with this type of treatment plant the system is sized to treat up to 12 million gallons per day, as each decant cycle is capable of sending flows of up to 8,400 gallons per minute through the disinfection channel. Remember, Moberly's plant is a sequencing batch reactor plant, so flows are not continuous through the plant, making this system much larger than one equipped in a conventional treatment plant. Veolia is the licensed sales & service provider for the system referenced. The proposed cost for this effort is \$44,762.44. The project supplies the necessary specialized tools, testing equipment and technical skills necessary to perform the work and includes staff training on maintenance, operation and repair of the system. Performing the work as part of preventive maintenance plan allows the utility to confidently continue the systems service.

Recommended

Action: Approve the resolution

Fund Name: Treatment Plant Maintenance

Account Number: 301.114.5303

Available Budget \$: xxx

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA, INC., FOR WASTE WATER TREATMENT PLANT UV SYSTEM MAINTENANCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.

WHEREAS, the twenty-six-year-old Waste Water Treatment Plant UV disinfection system requires refurbishment of multiple system components to extend its useful life; and

WHEREAS, Veolia Water Technologies Treatment Solutions USA, Inc., (“Veolia”) is the licensed sales and service provider for the UV system used by the City; and

WHEREAS, attached hereto is the proposal from Veolia to perform the UV system maintenance for the sum of \$44,762.44; and

WHEREAS, city staff recommends acceptance of this proposal.


NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Veolia and authorizes the City Manager to enter into an agreement with Veolia for the sum of \$44,762.44 and to take such other action as may be necessary to effectuate the purpose of this Resolution.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.


Presiding Officer at Meeting

ATTEST:


Shannon Hance, MRCC, City Clerk

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 201-676-2525		Quotation		<div style="border: 1px solid black; padding: 2px; text-align: center;">#14.</div>	
Quote Date		Quotation Exp. Date		Veolia TS Quote			
24AUG2023		30SEP2023		20591050			
Sales org.		Sales Representative / Contact		Reference			
B611		Dan Pence		UV Parts & Service			
Sold to : 1000153390 CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				Ship to : 4000221963 CITY OF MOBERLY 1429 COUNTRY ROAD 2350 MOBERLY MO 65270 UNITED STATES			
Bill to : 0000512764 CITY OF MOBERLY 101 WEST REED MOBERLY MO 65270 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
EXW FACTORY							
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0051G01 CABLE 3 COND 6AWG SOOW PER FT UV 30 EA	30	EA	7.07	EA	212.10	
20	X0028H03 SWITCH DISCONNECT 3 POLE 60 AMP UV 4 EA	4	EA	66.74	EA	266.96	
30	X0028H05 SHAFT FOR DISCONNECT SWITCH, UV, 40-HO 4 EA	4	EA	8.28	EA	33.12	
40	PA000042 PISTOL GRIP HANDLE 2-POSITION 4 EA	4	EA	91.02	EA	364.08	
50	X0057H01 DCA Assembly 40-HO 2 EA	2	EA	688.13	EA	1,376.26	
60	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 6 EA	6	EA	488.84	EA	2,933.04	
70	X0048H01						


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above.
 To ensure that you receive the pricing quoted, please reference this quotation number on your order.
 All sales are subject to our terms and conditions, contained with this quotation.
 Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.
 Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 201-676-2525		Quotation		<div style="border: 1px solid black; padding: 2px; text-align: center;">#14.</div>	
Quote Date		Quotation Exp. Date		Veolia TS Quote			
24AUG2023		30SEP2023		20591050			
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				Net 30 Days From Invoice Date			
				Inco terms			
				EXW FACTORY			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
80	WIRING HARNESS BALLAST INTERCONNECT US 16 EA	16	EA	167.55	EA	2,680.80	
	X0050H01 WIRING HARNESS, DATA/PHOTOCELL, UV 40-HO 4 EA	4	EA	173.38	EA	693.52	
90	X0054H01 WIRING HARNESS, POWER DISTRIBUTION 4 EA	4	EA	73.88	EA	295.52	
	X0049H03 40-HO PHOTOCELL CONN ASSY-L 4 EA	4	EA	51.12	EA	204.48	
110	X0085H01 FAN CORD SET 4 EA	4	EA	5.50	EA	22.00	
	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO 80 EA	80	EA	258.08	EA	20,646.40	
130	X0024G29 Fan, 230V, Salt/Fog, UV40-HO						

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				Net 30 Days From Invoice Date		
				Inco terms		
				EXW FACTORY		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
140	4 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	4	EA	93.60	EA	374.40
	8 EA	8	EA	94.00	EA	752.00
150	546541-A HARNESS, INTERCONNECT, CODE SWITCH, 6FT	8	EA	31.51	EA	252.08
	8 EA	8	EA	31.51	EA	252.08
160	572275-A HEAT SINK TRANSFER COMPOUND 20LB GALLON	1	EA	621.04	EA	621.04
	1 EA	1	EA	621.04	EA	621.04
170	3097678 FEE,SERVICE VISIT,FIVE DAY	1	EA	6,950.00	EA	6,950.00
	1 EA INCLUDES TRAVEL TIME	1	EA	6,950.00	EA	6,950.00
180	3059963 FEE,T&L, EXPENSE	5	EA	300.00	EA	1,500.00
	5 EA	5	EA	300.00	EA	1,500.00
190	3059959 FEE,T&L,AIRFARE	1	EA	1,200.00	EA	1,200.00
	1 EA	1	EA	1,200.00	EA	1,200.00

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				Net 30 Days From Invoice Date		
				Inco terms		
				EXW FACTORY		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
200	X0027H01 TOP LAMP SUPPORT ASSY 40 EA	40	EA	14.62	EA	584.80
210	X0016H18 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO COLD 40 EA	40	EA	29.19	EA	1,167.60
220	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40-HO 40 EA	40	EA	26.00	EA	1,040.00
230	591050-A CORD GRIP, 1" STRAIN RELIEF .748-1.00 4 EA	4	EA	11.81	EA	47.24
All services are estimated amounts. Customer will only be invoiced for actual time and travel expenses. Expenses are estimated and will be invoiced at actual cost plus 15%						
NET PRICE				USD	44,217.44	
FREIGHT & HANDLING				USD	545.00	
TOTAL AMOUNT						44,762.44

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at the time of order.

Veolia Treatment Solutions Inc. Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Treatment Solutions Inc. business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, # together with the last proposal in order of time issued by the Seller - these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, application and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect, or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall directly pay all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express, or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to a proportionate adjustment in schedule, price and/or performance, as applicable.

11. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive, and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes

a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance, or any services that are not required

under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

13. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

14. Conflicts; No Third-Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

15. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

16. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation

17. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

18. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.

19. U.S Government Contracts. This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

20. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Community Development

Date: October 2, 2023

Agenda Item: An Ordinance Authorizing Two Cooperative Agreements For Infill Development With J. Mattison Development, A Missouri Limited Liability Company.

Summary: Attached is the proposal that was received from J Mattison Development for the in-fill housing on 1029 Concannon and 1209 Concannon. These properties were advertised in the Moberly Monitor Index on August 2, 2023. Also attached are the agreements for the two (2) properties.

Recommended

Action: Approve this Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH J. MATTISON DEVELOPMENT, A MISSOURI LIMITED LIABILITY COMPANY.

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

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: J. Mattison Development, a Missouri Limited Liability Company, (“Mattison”) has agreed to build residences at 1029 Concannon Street and 1209 Concannon Street which will comply in all respects with city codes and development plans.

SECTION THREE: Mattison has negotiated two cooperative agreements with city staff to develop the addresses listed above for infill development as provided in the attached Cooperative Agreements for Infill Development and said Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

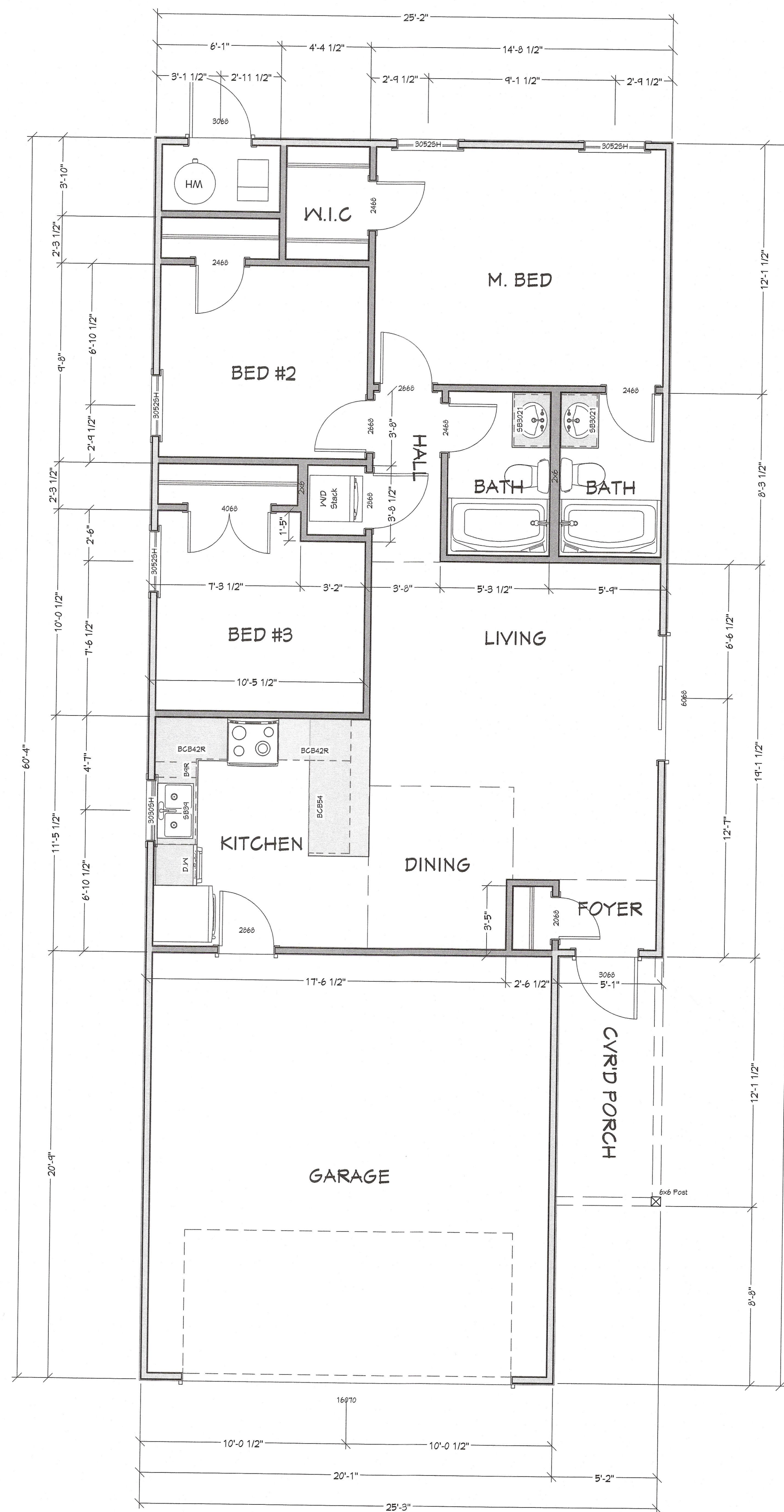
SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 2nd day of October, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk



LIVING AREA
996 SQ FT

1ST FLOOR PLAN

1/4"=1'

WALL
LEGEND

FLOOR PLAN NOTES:

1. ALL EXTERIOR DIMENSIONS ARE TO THE FRAMING OR MAIN LAYER. DIMENSIONS TO OPENINGS ARE TO THE CENTER.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

MAIN FLOOR PLAN

FUTURE RESIDENCE FOR:

Trail Hawk

PLAN #: 266-23

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and J Mattison Development, a Missouri Limited Liability Company, having a business office at PO Box 142, Harrisburg Missouri, 65256 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I. THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as Lot Sixteen (16), Block Thirteen (13) of Barrow's Addition of Moberly, Randolph County, Missouri or more commonly known as 1029 Concannon Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	J Mattison Development PO Box 142	Harrisburg, Missouri 65256

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____,
City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

 Notary Public

My commission expires:

Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and J Mattison Development, a Missouri Limited Liability Company, having a business office at PO Box 142, Harrisburg Missouri, 65256 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I. THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as Lot Fourteen (14) and West Twenty Feet (20') , Block Twenty-Five (25) of Barrow's Addition of Moberly, Randolph County, Missouri or more commonly known as 1209 Concannon Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

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Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

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ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	J Mattison Development PO Box 142	Harrisburg, Missouri 65256

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____,
City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
J Mattison Development, Jon Durk

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared J Mattison Development, Jon Durk, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

 Notary Public

My commission expires:

Seal:

City of Moberly

City Council Agenda Summary

Agenda Number: #16.

Department: Public Works

Date: October 2, 2023

Agenda Item: A Resolution Accepting The Bid Of Remole's Coatings LLC For Street Striping And Authorizing The City Manager To Contract For Said Services On Behalf Of The City Of Moberly, Missouri.

Summary: We advertised for bids for street striping in the newspaper and mailing invitations to numerous companies that do this type of work. The bids were opening September 20, 2023 at 10:00am. Only one (1) bid was received from Remole Coating LLC.

Staff recommends accepting this bid.

Recommended

Action: Approve this resolution.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF REMOLE’S COATINGS LLC FOR STREET STRIPING AND AUTHORIZING THE CITY MANAGER TO CONTRACT FOR SAID SERVICES ON BEHALF OF THE CITY OF MOBERLY, MISSOURI.

WHEREAS, the City advertised for bids for street striping and received one bid which was opened on September 20, 2023; and

WHEREAS, the one bid received was from Remole’s Coatings LLC in the following amounts: Solid Yellow Line - \$.68 plf (618 Linear Feet), Solid White Line - \$.66 plf (17,358 Linear Feet), Dashed Yellow Lines - \$.68 plf (17,849 Linear Feet), Crosswalk Marking - \$125 each (80), Bike Lane Emblems - \$45 each (10), lay out and striping on Rollins - \$.85 plf, intersection arrows, if needed – \$65 each and handicap emblems, if needed – \$35 each; and

WHEREAS, the one bid received is within the typical range for street striping and the staff recommends the City accept the bid and award a contract to Remole’s Coatings LLC.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Remole’s Coatings LLC and authorizes the City Manager to enter into a contract for said services.

RESOLVED this 2nd day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY
"BID OPENING"
Sign-In Sheet

"2023 Street
Striping Project"

Date: 9/20/2023 10:00 AM

Name

Shannon Hance

Tim Remole

Cassie Bial

Company

City of Moberly

Remole Coatings LLC

City of Moberly

CITY OF MOBERLY

"BID OPENING"

"2023 Street
Striping Project"Date: 9/20/2023, 10AMRemole Coatings LLC\$ See Bid sheet

\$

\$

\$

\$

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\$

\$

STREET STRIPING BID SHEET**Solid Yellow Lines**

Estimated Quantity:

Linear Feet 618Unit Price \$. 68 /plf.**Solid White Line**

Estimated Quantity:

Linear Feet 17,358Unit Price \$. 66 /plf.**Dashed Yellow Lines**

Estimated Quantity:

Linear Feet 17,849Unit Price \$. 68 /plf.**Crosswalks**

Estimated Quantity: 80

Unit Price \$ 125.00 /ea.**Bike Lane Emblems**

Estimated Quantity: 10

Unit Price \$ 45.00 /ea.*Intersection Arrows - 65.00 / each**Handicap emblems - 35.00 / each**Lay out and Striping - .85 / PLF***All Stripes Must Be 4" wide****100 VOC Paint or Equivalent****NO WATER BASE PAINT**Company Name: Remole Coatings LLCMain Contact Name: Tim RemoleAddress: 38932 State Hwy. CCity, State, and Zip Code: Excelsior, MO. 65247

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#17.

Department: City Clerk

Date: October 2, 2023

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN SEPTEMBER 15, 2023 AND SEPTEMBER 28, 2023 IN THE AMOUNT OF \$666,648.63.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	80,223.79
Non-Resident Lodging Tax Fund	\$	9,100.00
Payroll Fund	\$	65,053.47
Solid Waste Fund	\$	42,889.64
Parks and Recreation Fund	\$	76,758.00
Airport Fund	\$	2,707.81
Utilities Operating & Maintenance Fund	\$	150,464.26
Utilities Operating Reserve Fund	\$	12,843.21
Capital Improvement Trust Fund	\$	389.45
Route JJ Sewer Extension Fund	\$	198.00
2021 EDA Grant Projects Fund	\$	23,476.04
2004B SRF Bonds Debt Service Fund	\$	38,112.13
2006A SRF Bonds Debt Service Fund	\$	27,276.65
2004C Bonds Debt Service Fund	\$	26,448.94
Emergency Telephone Fund	\$	29,305.89
Transportation Trust Fund	\$	60,210.25
Street Improvement Fund	\$	5,209.68
Downtown CID Sales Tax Fund	\$	4,750.00
Downtown CID Property Tax Fund	\$	1,825.10
Health Trust Fund	\$	9,406.32
Total:	\$	666,648.63

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

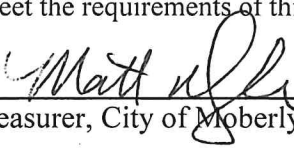
RESOLVED the 2nd day of October 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94364	09/21/2023	97784	MUSCO SPORTS LIGHTING LLC	12,030.00- V
94631	09/19/2023	10280	LOWES HOME CENTERS LLC	581.33
94632	09/19/2023	10546	WASTE MANAGEMENT SOLUTIONS	239.85
94633	09/19/2023	10644	WSKF ARCHITECTS	3,560.00
94634	09/26/2023	10013	ABAN PEST CONTROL INC	215.00
94635	09/26/2023	10018	AFLAC GROUP INSURANCE	1,036.03
94636	09/26/2023	10019	AGEE, CARL W	256.28
94637	09/26/2023	10027	AMAZON CAPITAL SERVICES	442.86
94638	09/26/2023	10661	ARCTURIS	1,755.00
94639	09/26/2023	10044	AT&T 5001	1,260.04
94640	09/26/2023	10044	AT&T 5001	4,071.63
94641	09/26/2023	10066	BARTLETT & WEST	13,594.20
94642	09/26/2023	95448	BRIGHTLY SOFTWARE, INC	12,765.18
94643	09/26/2023	10155	DMC CONCRETE CONSTRUCTION	5,419.04
94644	09/26/2023	10197	GALLS LLC	67.99
94645	09/26/2023	10756	JILL HUGHES MEMORIAL GOLF TOURNAMENT	200.00
94646	09/26/2023	10259	JOHN DEERE FINANCIAL	1,712.66
94647	09/26/2023	10757	KLIETHERMES RESEARCH, LLC	198.00
94648	09/26/2023	97058	LINK, TROY	42.18
94649	09/26/2023	10316	MFA OIL COMPANY	4,877.75
94650	09/26/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
94651	09/26/2023	10416	R P LUMBER COMPANY INC	103.30
94652	09/26/2023	10519	UNIFIRST CORPORATION	16.20
94653	09/26/2023	10528	US PAYMENTS	1,206.55
94654	09/26/2023	10533	VALIC	1,015.00
94655	09/26/2023	10569	WIRELESS USA	757.15
94656	09/26/2023	10573	WOOGEDY LLC	43.99
94697	09/28/2023	10000	2RY ENTERPRISE LLC	175.00
94698	09/28/2023	10015	ADVANCED TURF SOLUTIONS	273.00
94699	09/28/2023	10020	AHRENS STEEL & WELDING INC	433.68
94700	09/28/2023	10027	AMAZON CAPITAL SERVICES	1,073.57
94701	09/28/2023	10028	AMEREN MISSOURI	245.54
94702	09/28/2023	10028	AMEREN MISSOURI	18.73
94703	09/28/2023	10032	APOLLO PORTA POTTIES & PUMPING SERVICES	395.00
94704	09/28/2023	10661	ARCTURIS	5,080.60
94705	09/28/2023	10066	BARTLETT & WEST	5,735.85
94706	09/28/2023	10695	BLUE CARDINAL CHEMICAL LLC	230.73
94707	09/28/2023	10080	BOB'S TIRE LLC	59.00
94708	09/28/2023	10087	BRENDLINGER ENTERPRISES INC	514.00
94709	09/28/2023	10758	BYRNE PELOFSKY & ASSOCIATES LLC	4,750.00
94710	09/28/2023	10116	CIVICPLUS	4,830.00
94711	09/28/2023	10763	CLEMA FIREWORKS	1,000.00
94712	09/28/2023	10121	COE EQUIPMENT	77,137.55
94713	09/28/2023	94990	COMPLETE FAMILY MEDICINE	35.00
94714	09/28/2023	10125	CONTROLLED AIRE LLC	225.00
94715	09/28/2023	10127	CORE & MAIN LP	2,223.24
94716	09/28/2023	10134	CROWN POWER & EQUIPMENT	3,222.16
94717	09/28/2023	10760	DANNY OWENS	200.00
94718	09/28/2023	10155	DMC CONCRETE CONSTRUCTION	75,955.90
94719	09/28/2023	10160	ED M FELD EQUIPMENT	569.52
94720	09/28/2023	95568	ENVIRONMENTAL RESOURCE ASSOC	298.36
94721	09/28/2023	10176	FASTENAL COMPANY	814.55
94722	09/28/2023	10179	FEHLING SMALL ENGINE LLC	19.90

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94723	09/28/2023	95690	FIRE FIGHTERS ASSOC OF MISSOURI	1,317.26
94724	09/28/2023	95747	FORREST KEELING NURSERY	921.75
94725	09/28/2023	10249	INOVATIA LABORATORIES LLC	289.20
94726	09/28/2023	10759	JEFFREY, JERRY	176.96
94727	09/28/2023	10269	L & J DEVELOPMENT INC	53,980.86
94728	09/28/2023	10270	LAND/CHARITON COUNTY CONCRETE	533.25
94729	09/28/2023	10274	LEES LAWN CARE & EQUIPMENT LLC	1,014.32
94730	09/28/2023	10275	LEON UNIFORM COMPANY	878.00
94731	09/28/2023	97039	LEXON INSURANCE CO	42,855.00
94732	09/28/2023	10282	LUCAS, BRANDON	996.12
94733	09/28/2023	10297	MARTINS FLAG CO INC	386.30
94734	09/28/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	832.50
94735	09/28/2023	10350	MISSOURI WATER & WASTEWATER CONFERENCE	200.00
94736	09/28/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	2,000.00
94737	09/28/2023	10363	MOBERLY MOTOR COMPANY	351.82
94738	09/28/2023	10370	MOTOROLA	23,512.00
94739	09/28/2023	10398	PEST PRO SOLUTIONS INC	100.00
94740	09/28/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	17.29
94741	09/28/2023	98155	POEPPING STONE BACH & ASSOCIATES INC	389.45
94742	09/28/2023	10410	PRO PUMPING & HYDROJETTING LLC	3,020.00
94743	09/28/2023	98409	RESSLER & ASSOCIATES INC	863.93
94744	09/28/2023	10433	RICKETTS FARM SERVICE INC	1,167.50
94745	09/28/2023	10761	SANDERS, THOMAS E	51.75
94746	09/28/2023	10459	SCHULTE SUPPLY INC	2,819.78
94747	09/28/2023	98980	SMITH, VINCENT	350.00
94748	09/28/2023	10762	SNOW, AUSTIN	6.00
94749	09/28/2023	99259	SYN-TECH SYSTEMS INC	1,675.00
94750	09/28/2023	10499	THE TECH SHOP	31,200.00
94751	09/28/2023	10508	TOWN & COUNTRY ABSTRACT CO	200.00
94752	09/28/2023	10519	UNIFIRST CORPORATION	312.34
94753	09/28/2023	10520	UNITED FIRST AID & SAFETY LLC	58.13
94754	09/28/2023	10527	US CELLULAR	418.64
94755	09/28/2023	10102	WHITE CAP, L.P.	90.13
94756	09/28/2023	99835	WILLIAMS, DANIEL J	385.00
94757	09/28/2023	10566	WILLIS, MARK	11,500.00
94758	09/28/2023	10573	WOOGEDY LLC	107.50
94759	09/28/2023	10644	WSKF ARCHITECTS	5,985.00
94760	09/28/2023	10579	ZERO9 SOLUTIONS	75.45
20230919	09/19/2023	10100	CAPITAL RX INC	9,406.32 M
20230922	09/22/2023	10028	AMEREN MISSOURI	62,497.62 M
20230923	09/22/2023	10517	UMB BANK	91,837.72 M
202302322	09/28/2023	10324	MIRMA	12,843.21
202302323	09/28/2023	10336	MISSOURI LAGERS	63,002.44
Grand Totals:				666,648.63

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	1,389.15	.00	1,389.15
100.000.1601	402.65	.00	402.65
100.000.2000	.00	80,223.79-	80,223.79-
100.000.2200	1,000.00	.00	1,000.00
100.005.5200	35.99	.00	35.99

GL Account	Debit	Credit	Proof
100.005.5406	3,424.50	.00	3,424.50
100.005.5418	297.43	.00	297.43
100.005.5807	51.75	.00	51.75
100.006.5403	175.00	.00	175.00
100.007.5107	1,177.40	.00	1,177.40
100.007.5200	48.18	.00	48.18
100.007.5209	1,146.85	.00	1,146.85
100.007.5220	72.82	.00	72.82
100.007.5300	414.00	.00	414.00
100.007.5307	667.65	.00	667.65
100.007.5308	378.79	.00	378.79
100.007.5403	31,559.66	.00	31,559.66
100.007.5406	270.00	.00	270.00
100.007.5502	2,992.50	.00	2,992.50
100.008.5107	67.99	.00	67.99
100.008.5200	1,317.26	.00	1,317.26
100.008.5209	1,187.79	.00	1,187.79
100.008.5211	58.98	.00	58.98
100.008.5300	263.26	.00	263.26
100.008.5307	89.50	.00	89.50
100.008.5309	20.97	.00	20.97
100.008.5311	569.52	.00	569.52
100.008.5402	125.99	.00	125.99
100.008.5406	50.00	.00	50.00
100.008.5502	6,552.50	.00	6,552.50
100.009.5200	62.85	.00	62.85
100.009.5205	334.06	.00	334.06
100.009.5206	343.96	.00	343.96
100.009.5300	23.97	.00	23.97
100.009.5311	186.30	.00	186.30
100.009.5406	451.25	.00	451.25
100.010.5200	41.90	.00	41.90
100.010.5205	731.36	.00	731.36
100.010.5209	152.36	.00	152.36
100.010.5305	146.50	.00	146.50
100.010.5311	684.51	.00	684.51
100.010.5406	416.25	.00	416.25
100.011.5204	178.49	.00	178.49
100.011.5209	327.93	.00	327.93
100.011.5406	35.00	.00	35.00
100.012.5209	68.46	.00	68.46
100.013.5209	322.56	.00	322.56
100.013.5210	13,213.44	.00	13,213.44
100.013.5300	100.00	.00	100.00
100.013.5403	4,830.00	.00	4,830.00
100.013.5808	1,173.08	.00	1,173.08
100.014.5204	25.75	.00	25.75
100.019.5209	15.12	.00	15.12
100.020.5204	51.50	.00	51.50
100.020.5209	249.11	.00	249.11
100.021.5300	225.00	.00	225.00
100.021.5406	25.00	.00	25.00
102.000.2000	.00	9,100.00-	9,100.00-
102.000.5406	7,100.00	.00	7,100.00
102.000.5420	2,000.00	.00	2,000.00
105.000.2000	.00	65,053.47-	65,053.47-
105.000.2603	2,051.03	.00	2,051.03

GL Account	Debit	Credit	Proof
105.000.5102	63,002.44	.00	63,002.44
110.000.2000	.00	42,889.64-	42,889.64-
110.033.5209	34.64	.00	34.64
110.033.5802	42,855.00	.00	42,855.00
115.000.2000	12,030.00	88,788.00-	76,758.00-
115.040.5209	2,161.24	.00	2,161.24
115.041.5200	307.53	.00	307.53
115.041.5204	26.53	.00	26.53
115.041.5205	1,178.06	.00	1,178.06
115.041.5209	2,512.86	.00	2,512.86
115.041.5301	1,125.73	.00	1,125.73
115.041.5305	3.18	.00	3.18
115.041.5311	156.10	.00	156.10
115.041.5406	50.00	.00	50.00
115.041.5502	67,575.06	.00	67,575.06
115.042.5209	2,758.62	.00	2,758.62
115.042.5406	25.00	.00	25.00
115.044.5200	43.99	.00	43.99
115.044.5202	62.50	.00	62.50
115.044.5209	249.12	.00	249.12
115.044.5212	200.00	.00	200.00
115.044.5406	1,667.88	.00	1,667.88
115.048.5200	386.30	.00	386.30
115.048.5205	1,092.60	.00	1,092.60
115.048.5209	2,789.45	.00	2,789.45
115.048.5214	273.00	.00	273.00
115.048.5305	.00	12,030.00-	12,030.00-
115.048.5311	3,383.25	.00	3,383.25
115.048.5406	760.00	.00	760.00
120.000.2000	.00	2,707.81-	2,707.81-
120.000.5200	28.46	.00	28.46
120.000.5204	56.60	.00	56.60
120.000.5205	152.52	.00	152.52
120.000.5209	773.48	.00	773.48
120.000.5300	21.75	.00	21.75
120.000.5406	1,675.00	.00	1,675.00
301.000.2000	.00	150,464.26-	150,464.26-
301.110.5201	383.79	.00	383.79
301.110.5206	184.86	.00	184.86
301.110.5211	44.64	.00	44.64
301.110.5403	13,971.73	.00	13,971.73
301.110.5700	200.00	.00	200.00
301.112.5206	184.98	.00	184.98
301.112.5209	21.91	.00	21.91
301.112.5213	1,758.90	.00	1,758.90
301.112.5217	18.88	.00	18.88
301.112.5310	14.97	.00	14.97
301.112.5312	13.48	.00	13.48
301.112.5313	2,279.29	.00	2,279.29
301.112.5314	12,249.70	.00	12,249.70
301.112.5402	200.00	.00	200.00
301.112.5502	77,137.55	.00	77,137.55
301.113.5209	5,467.95	.00	5,467.95
301.113.5217	58.13	.00	58.13
301.113.5311	863.93	.00	863.93
301.113.5316	563.30	.00	563.30
301.114.5204	16.20	.00	16.20

GL Account	Debit	Credit	Proof
301.114.5206	413.93	.00	413.93
301.114.5209	29,292.08	.00	29,292.08
301.114.5216	298.36	.00	298.36
301.114.5304	3,020.00	.00	3,020.00
301.114.5310	9.03	.00	9.03
301.114.5406	35.00	.00	35.00
301.114.5417	289.20	.00	289.20
301.114.5455	1,167.50	.00	1,167.50
301.115.5209	16.92	.00	16.92
301.115.5217	125.46	.00	125.46
301.115.5315	150.02	.00	150.02
301.115.5810	12.57	.00	12.57
303.000.2000	.00	12,843.21-	12,843.21-
303.000.5809	12,843.21	.00	12,843.21
304.000.2000	.00	389.45-	389.45-
304.000.5408	389.45	.00	389.45
314.000.2000	.00	198.00-	198.00-
314.186.5506	99.00	.00	99.00
314.187.5506	99.00	.00	99.00
350.000.2000	.00	23,476.04-	23,476.04-
350.180.5406	23,476.04	.00	23,476.04
377.000.2000	.00	38,112.13-	38,112.13-
377.000.5500	38,112.13	.00	38,112.13
378.000.2000	.00	27,276.65-	27,276.65-
378.000.5500	27,276.65	.00	27,276.65
379.000.2000	.00	26,448.94-	26,448.94-
379.000.5500	26,448.94	.00	26,448.94
400.000.2000	422.79	29,728.68-	29,305.89-
400.000.5107	335.94	.00	335.94
400.000.5211	5,331.67	.00	5,331.67
400.000.5300	549.07	422.79-	126.28
400.000.5502	23,512.00	.00	23,512.00
600.000.2000	.00	60,210.25-	60,210.25-
600.143.5502	57,898.90	.00	57,898.90
600.158.5408	2,311.35	.00	2,311.35
601.000.2000	.00	5,209.68-	5,209.68-
601.000.5302	1,522.06	.00	1,522.06
601.000.5502	3,687.62	.00	3,687.62
911.000.2000	.00	4,750.00-	4,750.00-
911.000.5406	4,750.00	.00	4,750.00
912.000.2000	.00	1,825.10-	1,825.10-
912.000.5406	1,825.10	.00	1,825.10
995.000.2000	.00	9,406.32-	9,406.32-
995.000.5851	9,406.32	.00	9,406.32
Grand Totals:	691,554.21	691,554.21-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"