

A G E N D A
WORK SESSION MEETING
City of Moberly
November 02, 2020
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Downtown CSO Storage Facility
2. Downtown Sewer Rehabilitation
3. Review of an Professional Services Agreement with SCG Consulting Services, LLC.
4. Scope of Work for Route JJ Regional Wastewater System
5. Review of amending a Purchase Option Agreement with MGB Investment, LLC.
6. Receipt of Bid for a backhoe for Public Utilities.
7. Receipt of Bid for a Dump Truck for Public Utilities.
8. GIS Mapping Services for Water System and Stormwater System

City of Moberly City Council Agenda Summary

Agenda Number: WS #1.
 Department: Public Utilities
 Date: November 2, 2020

Agenda Item: Downtown CSO Storage Facility

Summary: Jacobs Engineering Group, Inc has presented the attached proposal to provide the City of Moberly with Professional Engineering Services to design the Downtown CSO Storage Facility. The CSO Storage Facility includes the design of an underground CSO storage facility containing 400,000 gallons of storage and two gravity sewers. The storage facility will be constructed utilizing the area near and including an existing parking garage. The attached scope of work depicts the anticipated cope of the project. The contract, terms and conditions were approved by council at a prior council session.

Recommended

Action: This is preliminary review pending determination of funding source.

Fund Name: Design Engineering

Account Number: TBD by Finance Dept.

Available Budget \$: TBD by Finance Dept.

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

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July 8, 2020

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

Subject: Downtown CSO Storage Facility

Dear Mary:

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

SCOPE

Existing Conditions Survey

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

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.

July 8, 2020

Subject: Downtown CSO Storage Facility

- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Property addresses.
- 7) Locate and stake up to six geotechnical boring locations

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

Final Design

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

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

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

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

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

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid. The 100% documents will also include technical specifications and front-end contract documents. The technical

July 8, 2020
Subject: Downtown CSO Storage Facility

specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

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

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

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

Task 7- Construction Phase Services.

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

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

July 8, 2020

Subject: Downtown CSO Storage Facility

deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:

- a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
- a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
 - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
 - d) Authorize occupancy, acceptance or conditional acceptance.
 - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.

July 8, 2020
Subject: Downtown CSO Storage Facility

- f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

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

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

CONTRACTUAL HOURLY RATES

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

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

July 8, 2020
Subject: Downtown CSO Storage Facility

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following dates:

| | |
|--------------------|------------|
| Design NTP | 10/15/2020 |
| 60% Design | 1/30/2021 |
| 100% Design | 4/30/2021 |
| Bid Phase | 6/30/2021 |
| Construction Phase | 12/30/2021 |

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
2. The storage facility will not require a pump station, per the preliminary design report and exhibit.
3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 60% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
5. RPR services include an average of one visit per week during the storage facility construction activities. The fee for RPR services is based on:
 - a) A 12-week construction duration for the storage facility, 8 hours per week of RPR services (96 hours).
 - b) RPR services are not needed until the end of the parking facility demolition.

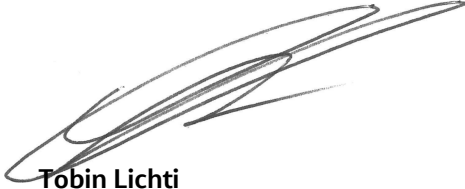
Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

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

This work will be performed under the proposed Professional Services Agreement currently being reviewed by the City of Moberly. We will endeavor to be as efficient as we can in performing the work to minimize costs. If you have any questions, please let me know. Thank you for the opportunity to continue our long standing support of the City.

July 8, 2020
Subject: Downtown CSO Storage Facility

Very truly yours,



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

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #2.

Department: Public Utilities

Date: November 2, 2020

Agenda Item: Downtown Sewer Rehabilitation

Summary: Jacobs Engineering Group, Inc has presented a scope of work for the Downtown Sewer Rehabilitation. This includes the CCTV Investigation of approximately 17,000 linear feet of sewers, CIPP lining of approximately 11,000 linear foot of sewers, the replacement/ rehabilitation of 22 manholes and untrapped inlets and up to 10-point repairs. The contract terms and conditions were approved by council at a prior council session.

Recommended

Action: This discussion is a placeholder pending determination of financing.

Fund Name: Design Engineering

Account Number: TBD by Finance Department

Available Budget \$: TBD by Finance Department

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

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July 8, 2020

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

Subject: Downtown Sewer Rehabilitation

Dear Mary:

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

SCOPE

Existing Conditions Survey

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

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

Final Design

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

Task 2 - Develop 90% Design Documents. Utilize the CCTV investigation report to develop design documents consisting of a cover sheet, sheet layout, general notes and symbols, up to 8 plan sheets utilizing the City's GIS Mapping, a detail sheet, and technical specifications for the elements of the

July 8, 2020

Subject: Downtown Sewer Rehabilitation

project. 90% design drawings would be prepared at a scale of 1"=100' to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

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

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

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

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

Task 6- Construction Phase Services.

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

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

July 8, 2020
Subject: Downtown Sewer Rehabilitation

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

FEE PROPOSAL

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

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

CONTRACTUAL HOURLY RATES

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

| | |
|----------------------|-------|
| Project Manager | \$130 |
| Sr. Project Engineer | \$150 |
| CAD Designer I | \$95 |
| CAD Designer II | \$130 |
| Admin | \$105 |

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following dates:

| | |
|--------------------|------------|
| Design NTP | 10/15/2020 |
| 90% Design | 2/15/2021 |
| 100% Design | 4/15/2021 |
| Bid Phase | 6/15/2021 |
| Construction Phase | 12/15/2021 |

July 8, 2020
Subject: Downtown Sewer Rehabilitation


ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

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

This work will be performed under the proposed Professional Services Agreement currently being reviewed by the City of Moberly. We will endeavor to be as efficient as we can in performing the work to minimize costs. If you have any questions, please let me know. Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,



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

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Administration

Date: November 2, 2020

Agenda Item: Review of an Professional Services Agreement with SCG Consulting Services, LLC.

Summary: The City of Moberly is currently exploring options for long-term strategies related to 911 PSAP and dispatching services. After discussing with multiple agencies, it was determined that a shared approach to hiring a consultant to review operations and make recommendations would be beneficial to developing a long-term strategy. This agreement will authorize the city to start the hiring process of SCG Consulting to conduct the work as outlined in the proposal. We are still waiting to hear from the state if we received the loan funds for the project, but if not, the three organizations will split costs for the services three ways

Recommended

Action: Direct staff to bring to the November 19th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Exhibit A - Proposed Services

SCGCS understands that the Randolph County residents approved a ballot measure under Section 190.455 RSMo. which allows for governing bodies to impose a monthly fee on subscribers of any communications service that has been enabled to contact 911. It is further understood that the revenues from the new 9-1-1 fee are less than expected.

SCGCS proposes to provide technical consulting services to conduct a financial audit related to the remittance of the newly imposed 9-1-1 fee by contacting all telecommunications services providers. SCGCS will also re-evaluate the initial revenue projections based on known revenues from other similar sized jurisdictions that are collecting the same 9-1-1 fee. After the telecommunications service providers have been contacted and provided with the pertinent information regarding the proper collection and remittance rules per Section 190.455 RSMo., SCGCS will then monitor the remitted revenues for at least the next 90 days to see if any changes occur in the receipts from the Missouri Department of Revenue.

While the revenue receipts are being monitored, SCGCS will conduct on-site interviews with local staff and officials to evaluate the 9-1-1 emergency call flow and handling between the City of Moberly Police Department, the primary Emergency Communications Center (ECC) for Randolph County and the Randolph County Ambulance District, a secondary ECC that receives transferred medical emergency calls from the Moberly Police Department ECC. Call volumes, transfers and processing times will be evaluated along with the type and level of training at both ECC's will also be documented. Last, the level of technology at both ECC's will be evaluated and documented. The anticipated outcome will be statistical data along with sound, solid advice and recommendations for improvement to the 9-1-1 call process and dispatch function that will increase overall operational efficiency.

Project Schedule

SCGCS will begin work immediately upon contract signing. The project term and duration is anticipated to be 90-120 days.

Deliverables

SCGCS will provide the following deliverables as a part of this contract.

- Telecommunications Service Provider Contact Report
- 9-1-1 Fee Remittance Report with Revenue Projections
- Emergency Communications Center Call Flow Analysis & Recommendations Report
- Zoom meetings and conference calls as necessary
- A minimum of one (1) on-site meeting as mutually agreed upon

City of Moberly Responsibilities

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

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

Project Costs

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

| Service Description & Fees | |
|---|-----------------|
| 9-1-1 Fee Remittance Research & Analysis | \$1,500 |
| 9-1-1 Call Flow Review, Analysis & Recommendations | \$8,500 |
| Total Cost | \$10,000 |
| <p>Services will be provided as a lump sum contract based on the above fee schedule inclusive of all related and associated expenses. Additional services that are outside of this scope and mutually agreed upon will be provided at the hourly rate of \$100/hr for consulting services and \$75/hr for travel time with reimbursement of actual expenses including mileage at \$0.54/mile.</p> | |

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.
 Department: Public Utilities
 Date: November 2, 2020

Agenda Item: Route JJ Regional Wastewater System

Summary: The City Utilities Department and Jacobs Engineering Group, Inc have developed the attached scope of work to design the Route JJ Regional Sewer Extension. This project includes the design of three lift stations, Moberly Mobile Home Park, Heritage Hills Golf Course, and Fox Hollow Mobile Home Park as well as a new force main to convey wastewater to the City of Moberly collection system. The proposed lift stations for the mobile home parks will be sized to convey existing flows that are tributary to their respective Wastewater Facility.

The Heritage Hills Golf Course lift station will be designed to convey the existing and future flows generated by the golf course and associated residential development. It is anticipated that all three lift stations will be sited near their existing lagoons. This engineering contract will be reviewed by DNR Financial Assistance Center prior to the next meeting for compliance with grant requirements.

The general engineering contract terms and conditions were approved by the Council at a prior council session.

Recommended Action: Ask staff to move this forward to the next regular Council meeting for authorization for the City Manager to execute the contract.

Fund Name: Capital Improvements Sales Tax, Design Engineering

Account Number: This is a 100% allowable expense under the grant, with the exception of the Heritage Hills Golf Course expenses.

Available Budget \$:

| 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___ S___ Jeffrey | ___ | ___ |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Proposed Resolution | Council Member | | |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report | M___ S___ Brubaker | ___ | ___ |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition | M___ S___ Kimmons | ___ | ___ |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract | M___ S___ Davis | ___ | ___ |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment | M___ S___ Kyser | ___ | ___ |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice | | Passed | Failed |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ | | | |

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www.jacobs.com

October 27, 2020

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

Subject: Route JJ Regional Wastewater System

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Route JJ Regional Wastewater Management System. The project includes the design of three lift stations (Moberly MHP, Heritage Hills Golf Course, Fox Hollow MHP), a new force main to convey wastewater to the City of Moberly collection system, and associated appurtenances. The proposed lift stations for the mobile home parks will be sized to convey existing flows that are tributary their respective WWTF. The Heritage Hills Golf Course lift station will be designed to convey the existing and future flows generated by the golf course and associated residential development. All three lift stations will be sited in close proximity to the existing lagoon WWTFs. The proposed common force main alignment generally follows existing MODOT (Hwy. JJ) right of way. Each pump station will have an individual force main that connects to the common force main. The proposed force main discharge point is located at the western edge of the City of Moberly. The scope of work includes the Predesign Phase, Existing Conditions Survey, Preliminary Design Phase, Final Design Phase, Bid Phase, and Construction Management Services.

SCOPE

Predesign Phase

- 1) Meet with the City to determine a detailed scope of the elements of the improvements and the preferences for layout of equipment, piping and structures.
- 2) Coordinate with MODOT and the associated stakeholders throughout the process.
- 3) Manage activities including planning, organizing and monitoring tasks, quality control, and other management activities.
- 4) Confirm that the receiving sewer system has the capacity to convey the flow. Perform hydraulic calculations as necessary.

October 27, 2020

Subject: Route JJ Regional Wastewater System

- 5) Perform hydraulic calculations necessary to confirm that the three pump station/common force main concept will work and size the pumps.
- 6) Evaluate the proposed force main alignment. The force main alignment selected in the study utilized the Hwy. JJ right of way. Identifying existing utilities along the Hwy. JJ right of way will be critical. MODOT only permits utility construction in a 6-foot corridor along each right of way line.
- 7) Evaluate the need for screening upstream of the proposed lift station(s). Mechanically cleaned bar screens are not included in this scope of work.
- 8) The manholes downstream of the force main discharge may be lined with an acid resistant material.
- 9) Evaluate the applicability of trenchless technology within congested areas of the force main alignment.

Existing Conditions Survey

Conduct property surveys where privately owned parcels are being utilized and a topographic survey along the proposed force main alignment as well as at each proposed pump station site, including determination of horizontal and vertical control to be utilized throughout the project.

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

Conduct a geotechnical investigation of the pump station sites.

October 27, 2020

Subject: Route JJ Regional Wastewater System

- 1) At each pump station drill one boring to 30 feet or auger refusal, whichever occurs first
- 2) If rock is encountered above a depth of 15 feet, the boring will be advanced 5 feet into the rock.
- 3) Sampling will be in general accordance with industry standards in which two samples will be obtained in the upper 5 feet of boring and one sample obtained for each additional five feet of boring.
- 4) Groundwater levels will be observed and recorded while drilling and at the completion of drilling. Borins will be backfilled prior to the drill crew departing the job site; no delayed groundwater readings will be taken.
- 5) The samples obtained from the borings will be tested to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests as appropriate.
- 6) Results of field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri.

Preliminary Design Phase (90% Design)

Task 1 –Kick-Off Meeting. Jacobs will meet with City staff for a kickoff meeting to review the basis of design established in the Pre-Design Phase.

Task 2 - Develop 90% Design Documents. Based on the Predesign phase activities, Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Site/Piping Plan (3 sheets)
- 5) Miscellaneous Piping & Civil Details
- 6) Mechanical (3 sheets)
- 7) Piping and Instrumentation Diagram – Symbols and Designation Sheet
- 8) Piping and Instrumentation Diagram (3 sheets)
- 9) Electrical Symbol Drawing
- 10) Electrical Site/Grounding Plan (3 sheets)
- 11) Electrical One Line Drawing (3 sheets)
- 12) Electrical Details
- 13) Force Main Plan & Profiles (14 sheets)

October 27, 2020

Subject: Route JJ Regional Wastewater System

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

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

Final Design Phase

Task 1 – Final Plans and Specifications. Based on the accepted Preliminary Design documents, Jacobs will prepare for incorporation in the Contract Documents, final drawings (detailed to show the character and elements of the project to be constructed by the contractor on the project), and technical specifications. The Final Design (100% Design) technical specifications will be in CSI format. The front end construction contract bidding documents will be consistent with other City projects.

Task 2 – Permits. Upon completion of the final plans and specifications in Task 1, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, and the Missouri Department of Transportation for a road crossing permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Bid Phase

Jacobs will provide the following bidding phase services:

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

Construction Phase

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

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

October 27, 2020

Subject: Route JJ Regional Wastewater System

given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor. Scope includes up to two resubmittals of shop drawings.

- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.

October 27, 2020

Subject: Route JJ Regional Wastewater System

- 8) Except upon written instructions of City, the RPR SHALL NOT:
 - a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
 - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
 - d) Authorize occupancy, acceptance or conditional acceptance.
 - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
 - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$349,456. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. Of this cost, \$55,103 can be attributed to the effort needed for the design/bid/construction phase services for the Heritage Hills pump station and force main, which is not eligible for reimbursement under the Regionalization Grant.

| | |
|---------------------------------|------------------|
| Predesign | \$14,595 |
| Existing Conditions Survey | \$26,100 |
| Detailed Design | \$193,694 |
| Bid Phase Services | \$5,061 |
| Construction Phase Services | \$100,097 |
| Direct Costs - Travel | \$8,910 |
| Direct Costs - Printing | \$1,000 |
| Total Not to Exceed Cost | \$349,456 |

October 27, 2020
Subject: Route JJ Regional Wastewater System

CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal. Hourly rates will increase by 3% at the end of each calendar year:

| Classification | Rate |
|-------------------------|-------|
| Project Manager | \$135 |
| Sr. Project Engineer | \$155 |
| CAD Designer I | \$100 |
| CAD Designer II | \$135 |
| Geotechnical Engineer | \$125 |
| RPR I | \$110 |
| RPR II | \$150 |
| Sr. Electrical Engineer | \$155 |
| Structural Engineer I | \$130 |
| Structural Engineer II | \$150 |
| Admin | \$110 |

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following dates:

| | |
|--------------------|------------|
| NTP | 11/15/2020 |
| Predesign | 1/31/2021 |
| 90% Design | 6/30/2021 |
| 100% Design | 8/30/2021 |
| Bid Phase | 10/15/2021 |
| Construction Phase | 10/15/2022 |

This schedule assumes that the City will receive the legal descriptions of any needed easements by 1/31/2021 and will have acquired the easements by 8/30/2021.

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. The scope and fee included in this proposal assumes that the conceptual project for connection to Moberly as outlined in the *Mark Twain Regional Council of Governments Regional Wastewater Management System Feasibility Study, Addendum 1*, dated December 2019, will not need substantial changes during the Predesign Stage of this project. The conceptual project includes three pump stations that pump to a common force main that discharges into the Moberly sewer collection system. Substantial changes that are not included in our scope and fee could include, but are not limited to, the need for an

October 27, 2020

Subject: Route JJ Regional Wastewater System

additional pump station or multiple pump stations in order to convey the wastewater to the Moberly sewer collection system.

2. Jacobs will refer to the City's standard specifications and details wherever appropriate.
3. The electrical and control system design is based on float system for level control and standard across the line starters or soft starters; no PLC based control system design is included.
4. Any fees required to obtain construction approval/permits from MDNR, MoDOT, or any other agency will be paid by the City.
5. Wetland delineation and mitigation services are not included.
6. Environmental Review services are not included.
7. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
8. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
9. RPR services include two 8-hour visits per week during concurrent pump station and force main construction activities, and one 8-hour visit every week during force main only construction activities. The fee for RPR services is based on:
 - a. A construction period of 18 weeks for concurrent pump station and force main activities for a total of 288 hours.
 - b. A construction period of 34 weeks of force main only activities for a total of 272 hours.
 - c. 560 total hours for RPR services.

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

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

This work will be performed under the proposed Professional Services Agreement dated October 5, 2021. We will endeavor to be as efficient as we can in performing the work to minimize costs. If you have any questions, please let me know.

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

October 27, 2020
Subject: Route JJ Regional Wastewater System

Very truly yours,



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

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #5.

Department: City Manager

Date: November 2, 2020

Agenda Item: Review of amending a Purchase Option Agreement with MGB Investment, LLC.

Summary: Earlier this year, the city entered into an agreement with Mashburn Development to construct and develop a conference center and hotel located next to the Municipal Auditorium. As part of that agreement, the city was responsible for acquiring land adjacent to 220 W Reed known in the agreement as the West Parking Lot. After negotiations with the property owner, MGB Investments, LLC, an option to purchase the property was approved last spring. The current agreement expires at the end of November. This option to purchase agreement is attached for review to extend this agreement. It details the transaction as a sum of \$10 for the right to purchase the property in the future for \$110,000. This purchase will be executed in the event the hotel project moves forward.

Recommended

Action: Direct staff to bring to the November 19th Council meeting for final approval

Fund Name: N/a

Account Number: N/A

Available Budget \$: \$0

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

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this "*Agreement*"), is made and entered into this 2 day of MARCH, 2020, by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 ("*Purchaser*") and Matthew Brownfield, a natural person d/b/a MGB INVESTMENTS, L.L.C., a Missouri limited liability company having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 ("*Seller*").

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A, attached to and incorporated by reference in this Agreement (with the area, dimensions and square footage to be confirmed by survey, as provided in Section 1 of this Agreement) and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the "*Optioned Property*").

B. Purchaser desires to obtain an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and Seller desires to assist Purchaser and to grant an option to purchase the Optioned Property on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Grant of Option; Term; Partial Assignability.** Seller hereby grants to Purchaser and Purchaser hereby accepts from Seller the exclusive and irrevocable right and option to purchase the Optioned Property at any time commencing on the date of execution of this Agreement (the "*Commencement Date*") and terminating at 12:00 midnight on the date which is Eight (8) months from the Commencement Date (the "*Termination Date*;" the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the "*Term of the Option*") all of Seller's right, title and interest in and to the Optioned Property on the terms and subject to the conditions of this Agreement (the "*Option*"). Upon full execution of this Agreement the Purchaser shall provide at Purchaser's sole cost a survey and definitive legal description of the Optioned Property prepared by a licensed Missouri land surveyor (the "*Survey*") which shall be dispositive of the area, dimensions and square footage to be optioned under this Agreement. Prior to completion of the Survey, the parties shall meet and cooperate to agree on the area to be described and included within such Optioned Property. Following full execution of this Agreement and completion of the Survey, Purchaser shall provide to Seller by certified check the sum of Ten Dollars and no cents (\$10.00) as payment in full for the grant of the Option (the "*Option Price*"). Purchaser may exercise the Option at any time during the Term

of the Option; *provided that* Purchaser may assign Purchaser's rights to option and purchase the Optioned Property subject to the terms of this Agreement, but not Purchaser's obligations under this Agreement at any time during the Term of the Option to one or more end-users in connection with the development and revitalization of the hotel/hospitality venue in Purchaser's sole and unfettered discretion. This Agreement shall terminate on the Termination Date and thereafter Purchaser and Seller shall have no further rights or obligations hereunder; *provided that* any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason.

2. **Exercise of Option.** The Option shall be exercised by Purchaser by delivering: (i) written notice thereof to Seller setting forth a date for closing on the purchase and sale of the Optioned Property pursuant to the terms of this Agreement (a "***Notice of Exercise***"); and (ii) an earnest deposit in the amount of Ten-Thousand Dollars and no cents (\$10,000.00) (the "***Earnest Deposit***") which shall be non-refundable and applied at Closing (as hereinafter defined) to the purchase price for the Optioned Property as set forth in Section 3 of this Agreement. The exercise of the Option shall be effective on the date notice is deemed effective pursuant to Section 13 of this Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the purchase and sale of the Optioned Property.

3. **Purchase Price.** The total purchase price for the Optioned Property shall be One Hundred Ten-thousand Dollars and no cents (\$110,000.00) (the "***Purchase Price***"), subject to the adjustments provided in this Agreement and be payable by Purchaser to Seller as follows: (i) the Earnest Deposit by certified check, upon full delivery of the Notice of Exercise; and (ii) the balance of the Purchase Price, in cash, by wire transfer or by certified check, payable to the Seller on the Closing Date

4. **Closing Date; Place of Closing.** The purchase and sale of the Optioned Property shall be closed ("***Closing***") within Thirty (30) days after the date upon which the Notice of Exercise is delivered in accordance with this Agreement (the "***Closing Date***"). The Closing Date shall be further subject to being extended or accelerated by a written agreement of the parties or by any other provisions of this Agreement. The 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 in writing. Full possession of the Optioned Property, free of all tenants and occupants, shall be delivered at the time of the delivery of title and possession.

5. **Closing Adjustments and Prorations.** Real estate taxes, if any, and any assessments or charges levied against the Optioned Property shall be apportioned between Purchaser and Seller as of the Closing Date and shall be reflected on a closing statement to be signed by Purchaser and Seller at Closing. Such proration shall be determined on the basis of the most recent ascertainable assessed value and tax rate. All prorations will be on the basis of a 365 day year with the Closing Date being charged to the Purchaser.

6. **Expenses.** Purchaser shall pay for all costs of Purchaser's inspection of the Optioned Property as provided in Section 7 of this Agreement, any title insurance Purchaser may desire, and the fees and expenses of Purchaser's counsel. Seller shall pay the fees and expenses of its counsel. All other Closing costs shall be apportioned equally between Purchaser and Seller. In addition to the foregoing, within a reasonable time following Closing, Purchaser, at Purchaser's sole cost and expense, shall remove all existing pole signage located on the Optioned Property and shall either, at Seller's direction (i) relocate such signage on an adjacent location on Seller's real property; or (ii) transport such signage to a local storage location designated by Seller.

7. **Due Diligence Period.** From the date hereof through the Termination Date, Purchaser may take the following actions with respect to the Optioned Property, all of which shall be at the sole cost and expense of Purchaser:

(a) Obtain and review a commitment for title insurance with respect to the Optioned Property (a "*Commitment*") from the Title Company;

(b) Obtain and review a survey of the Optioned Property prepared by a licensed Missouri land surveyor; and

(c) Obtain such satisfactory inspections as Purchaser deems necessary or appropriate, specifically including, without limitation environmental hazard assessment and feasibility study. The delivery of the Notice of Exercise shall be deemed to be an acceptance of the results of such inspections and matters and a waiver of any objection by Purchaser as to all such matters.

While this Agreement is in effect: (i) Seller shall not enter into any agreements affecting the Optioned Property or any portion thereof without the prior written consent of Purchaser; (ii) Seller shall make all payments of principal and interest as they come due under any note or other evidence of indebtedness secured by a mortgage, deed of trust or other encumbrance on the Optioned Property or any portion thereof and otherwise perform the obligations of grantor thereunder; (iii) Seller shall not take any other action which would cause any representation, warranty or covenant set out herein to be untrue without the Purchaser's prior written consent; and (iv) Seller shall not enter into any agreement or lease with or grant any option or right to any person other than Purchaser with respect to the sale, transfer or conveyance of the Optioned Property or any portion thereof.

8. **Access to Optioned Property.** From the date hereof, through the Termination Date, Purchaser and its agents are granted permission before or after the delivery of a Notice of Exercise to come upon the Optioned Property for the purpose of conducting the activities described in Section 7 of this Agreement at the sole cost, expense and risk of Purchaser. Any such entry onto the Optioned Property shall occur during normal business hours, after giving Seller reasonable advance notice and shall be conducted in a manner so as not to interfere with Seller's lawful activities on and use of the Optioned Property which activities may continue, following any Notice of Exercise, subject to Purchaser's reasonable rights to access and conduct of due diligence, until the Closing Date. Purchaser shall repair any damage to the Optioned Property caused by any such inspections. Purchaser shall not conduct any invasive testing of the Optioned Property without Seller's prior written consent, which consent may be conditioned

upon such matters as Seller may reasonably require to protect Seller's interest in the Optioned Property.

9. Condition of Optioned Property. THE OPTIONED PROPERTY IS BEING SOLD IN "AS IS/WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED RELATIVE TO THE OPTIONED PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SITE CONDITION AT THE OPTIONED PROPERTY AS OF THE DATE HEREOF AND OF THE CONVEYANCE OF THE OPTIONED PROPERTY; EACH OF WHICH WARRANTIES IS EXPRESSLY DISCLAIMED BY SELLER. BY CLOSING ON THE OPTIONED PROPERTY, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE OPTIONED PROPERTY AND THAT THE CONVEYANCE OF SAME BY OR ON BEHALF OF SELLER IS WITHOUT RECOURSE TO SELLER; OTHER THAN AS PROVIDED IN THIS AGREEMENT.

Purchaser further acknowledges and agrees that no representations or warranties other than those set forth in this Agreement have been made by Seller, or by any person, firm or agent acting or purporting to act on behalf of Seller, as to (i) the presence or absence on or in the Optioned Property or portion thereof of any particular materials or substances (including, without limitation, asbestos, hydrocarbons or hazardous or toxic substances); (ii) the condition of the Optioned Property or any portion thereof; (iii) the value, expense of operation or income potential of the Optioned Property; (iv) the accuracy or completeness of any title, survey, environmental, tax or other information provided to Purchaser by Seller or any other party relative to the Optioned Property; or (v) any other fact or condition which has or might affect the Optioned Property or the condition, repair, value, expense of operation or income potential thereof. Purchaser hereby represents and warrants to Seller that Purchaser will be relying solely on inspections performed by or on behalf of Purchaser on and at the Optioned Property in exercising the Option and Closing on the purchase of the Optioned Property.

10. Events of Closing. At Closing:

(a) Seller shall convey the Optioned Property to Purchaser by Special Warranty Deed in a form reasonably acceptable to Purchaser, subject to any lien for real property taxes and assessments for the year in which the Closing Date occurs and any subsequent year, building and zoning laws, ordinances and restrictions, utility easements, recorded easements, rights of way of record, deed restrictions and all other matters of record, use and occupancy restrictions, and rights to coal and other minerals with the right to mine and remove the same;

(b) Purchaser and Seller shall execute and deliver customary affidavits and such other reasonable documents as may be required by the Title Company conducting the Closing;

(c) Purchaser shall deliver to Seller the balance of the total Purchase Price for the Optioned Property;

(d) The parties shall make and pay applicable proration, adjusted as hereinbefore provided; and

(e) Purchaser and Seller 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.

11. **Re-purchase of the Optioned Property.** Seller acknowledges that Purchaser intends to purchase the Optioned Property solely to provide necessary area for the proposed development of a new multi-story hotel building replicating the look of the historic "Merchants Hotel" together with ancillary dining and lounge facilities and the remodeling of the Kelly Hotel building as a hotel annex (the "*Development*") all as set forth in that certain Purchase and Development Agreement among Purchaser, the Downtown Moberly Community Improvement District, and a certain end-user hotel developer (the "*Development Agreement*") which Development, if and when completed, will enhance the value of Seller's other downtown properties adjacent thereto. Accordingly, in the event for any reason the Development is not commenced as provided in the Development Agreement, notice of which event shall be provided in a writing by Purchaser to Seller, Seller, but only within that period which is One (1) year from the Closing Date, shall have the right and option exercisable in a writing to Purchaser to repurchase the Optioned Property from Purchaser at the Purchase Price less the Earnest Deposit amount. Closing on the aforesaid repurchase shall be as set forth in the notice exercising the right to require re-purchase and shall be further subject to all conditions and proration set forth in paragraphs 9 and 10 of this Agreement.

12. **Real Estate Brokers.** Purchaser and Seller hereby state and warrant to each other that other than neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the option and sale of the Optioned Property. Purchaser and Seller each agree to indemnify and hold the other harmless to the full extent permitted by law 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 and shall survive termination of this Agreement for any reason.

13. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered 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 Purchaser: City of Moberly
 101 West Reed Street – City Hall
 Moberly, Missouri 65270
 Attention: Chair

with a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to Seller: MGB Investments, L.L.C.
 1415 Riley Industrial Drive
 Moberly, Missouri 65270
 Attn: Matthew Brownfield

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

14. Seller's Defaults; Purchaser's Remedies. At any time during the Term of the Option Seller defaults in the performance of Seller's obligations hereunder or if any representation or warranty of Seller in this Agreement is not true and correct in all material respects as of the Closing, then Purchaser shall have the right, at Purchaser's option, to exercise any one or more of the following remedies:

(a) the right to revoke the Option by giving written notice thereof to Seller and upon such revocation neither party shall have any further obligation hereunder; or

(b) the right to consummate the Closing notwithstanding such default, by giving Seller written notice thereof in which event Seller shall complete the Closing; or

(c) the right to specifically enforce Seller's obligations under this Agreement; or

(d) the right to exercise any other right or remedy available under applicable law.

15. Purchaser's Defaults; Seller's Remedies. If at any time after delivery by Purchaser of a Notice of Exercise as set forth in Section 2 of this Agreement Purchaser defaults in the performance of Purchaser's obligations hereunder or if any representation or warranty of Purchaser in this Agreement is not true and correct in all material respects as of the Closing, then Seller shall have the right to retain the Option Price and any Earnest Deposit which has been delivered, which retainage shall constitute Seller's sole remedies under this Agreement and upon the exercise of such remedies, neither party shall have any further obligation to the other under this Agreement or otherwise.

16. **Purchaser's Representation and Warranties.** To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the date hereof and on and, if Purchaser exercises the Option hereunder, as of the Closing Date as follows:

(a) Purchaser intends to include the Optioned Property with the Development and in connection therewith Purchaser will use best efforts to make incentives and grants available in the Development Agreement; and

(b) The undersigned representative of Purchaser possesses the full right to execute and deliver this Agreement on behalf of Purchaser without the necessity of obtaining the consent of any person not a signatory to this Agreement and the same constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

17. **Seller's Representation and Warranties.** To induce Purchaser to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof and on and the date of the Notice of Exercise, as of the Closing Date as follows:

(a) The undersigned representative of Seller possesses the full right to execute and deliver this Agreement on behalf of Seller without the necessity of obtaining the consent of any person not a signatory to this Agreement and the same constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof.

(b) There are no claims, causes of action or litigation or administrative proceedings pending, or to Seller's actual knowledge threatened, in respect to the ownership, operation or condition of the Optioned Property or groundwater beneath the Optioned Property, including, without limitation, disputes of tenants, employees, government authorities, environmental groups, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services.

(c) Seller has good and marketable title to the Optioned Property free and clear of liens, security interests, encumbrances, leases, options, rights of first refusal and restrictions of every kind and description except for this Agreement and any liens pursuant to indebtedness for borrowed money which will be discharged at the Closing and those matters disclosed in the Commitment. Seller's representation herein shall be merged into the Deed to be executed and delivered by Seller at the Closing.

(d) To Seller's actual knowledge neither the Optioned Property nor the groundwater beneath the Optioned Property contains and is not affected by any hazardous substances, underground storage tanks, hydrocarbon contamination, radioactive materials, electromagnetic fields or other pollutants or contaminants.

(e) Seller has not received any notice from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law, including, without limitation, any environmental laws, in respect to the Optioned Property or any part thereof which has not been entirely corrected and as

of the date of this Agreement and as of the Closing Date, to the actual knowledge of the Seller, the condition of the Optioned Property does not violate any applicable governmental laws, rules, regulations, ordinances or codes, including, without limitation, any environmental law.

Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof and upon such notification, Purchaser shall have the right upon written demand, but not the obligation to recover from Seller the amount of the Option Price and any Earnest Deposit delivered pursuant to this Agreement. Purchaser's obligation to Close under this Agreement is expressly conditioned upon all of the foregoing representations and warranties being true and correct as of the Closing Date.

17. Miscellaneous.

(a) In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

(b) The section and section headings in this Agreement 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.

(c) The parties hereto each 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 or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

(d) 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.

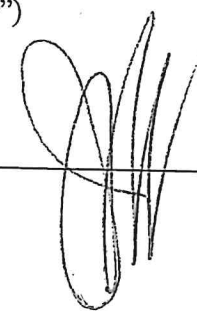
(e) This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

(g) 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 each caused this Agreement to be executed in their respective names as of the date first above written.


CITY OF MOBERLY
("Purchaser")

By: 
Mayor

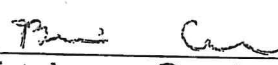
ATTEST:


City Clerk

MGB INVESTMENTS, L.L.C.
("Seller")

By: 
Printed name: Matthew G. Brownfield
It's: Manager

ATTEST:


Printed name: Brian Cramer
Title: City Manager

ACKNOWLEDGEMENTS

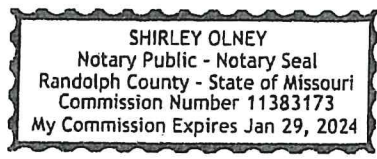
STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 2 day of March, 2010, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

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

My commission expires: Jan 29, 2024

Shirley Olney
Notary Public



STATE OF MISSOURI)
) SS.
COUNTY OF Randolph)

On this 24 day of February, 2010 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

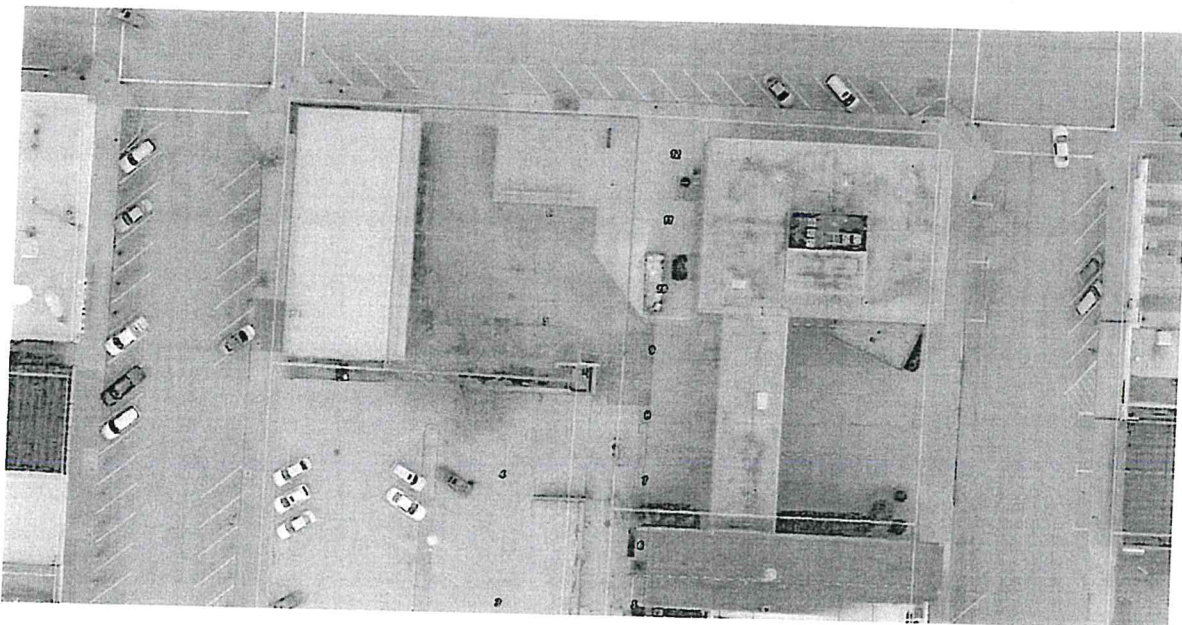
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carla Beal
Notary Public

My commission expires:



EXHIBIT A
THE OPTIONED PROPERTY – DEPICTION AND INITIAL LEGAL DESCRIPTION



Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 of a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of this Agreement.

FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this “*Amendment*”), is made and entered into this _____ day of _____, 2020 to that certain Purchase Option Agreement dated as of March ____, 2020 (the “*Original Option*”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 208 West Reed Street, Moberly, Missouri 65270 (“*Seller*” and together with Purchaser, the “*Parties*”). *Capitalized terms used and not defined in this Amendment shall have the meanings respectively ascribed to them in the Original Option.*

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “*Optioned Property*”).

B. The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue.

C. In light of the national emergency engendered by the Covid-19 pandemic and the resultant effects on the hospitality, lending, investment and development environments, Purchaser wishes to extend the period for exercise of the Option and, accordingly, the Parties wish to enter into this Amendment to provide the requested extension on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant and agree as follows:

1. The Original Option is hereby amended by deleting from **Section 1** thereof the following phrase: “terminating at 12:00 midnight on the date which is Eight (8) months from the Commencement Date (the “*Termination Date*;” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)” and by substituting therefor in that place the following phrase: “terminating at 12:00 midnight on December 31, 2021 (the “*Termination Date*;” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)”.

2. The Original Option is hereby further amended by deleting therefrom **Section 11** in its entirety and by substituting therefor the following **Section 11**:

“11. Re-purchase of the Optioned Property. Seller acknowledges that Purchaser intends to purchase the Optioned Property to provide necessary area for development of a new or rehabilitated hotel/hospitality/retail venue, which development, if and when completed, will enhance the value of Seller’s other downtown properties. Accordingly, in the event for any reason development on or encompassing and utilizing the Optioned Property is not commenced within that period which is One (1) year from the Closing Date, Seller shall have the right and option exercisable in a writing to Purchaser to repurchase the Optioned Property from Purchaser at the Purchase Price less the Earnest Deposit amount. Closing on the aforesaid repurchase shall be as set forth in the notice exercising the right to require re-purchase and shall be further subject to all conditions and prorations set forth in Sections 9 and 10 of the Original Option.”

3. The Original Option is hereby further amended by deleting therefrom **Subsection 16(a)** in its entirety.

4. The Parties further acknowledge and agree that those portions of the Original Option not specifically amended by this Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed.

5. Following full execution of this Amendment, Purchaser shall provide to Seller the sum of Ten Dollars and no cents (\$10.00) as payment in full for the extension of the Option as provided in paragraph 1 of this Amendment.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

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

CITY OF MOBERLY
 (“*Purchaser*”)

By: _____
 Jerry Jeffrey, Mayor

ATTEST:

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

MGB INVESTMENTS, L.L.C.
(“Seller”)

By: _____
Printed name: _____
Its: Sole Member

ATTEST:

Printed name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2020, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2020 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My commission expires:

Initial Legal Description of Optioned Property

Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 for a distance of 90 feet, more or less, to the point of beginning.

ALSO, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the point of beginning.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in **Section 1** of the Original Option.

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #6.
 Department: Public Utilities
 Date: November 2, 2020

Agenda Item: Bid for a backhoe for Public Utilities.

Summary: The Public Utilities department has acquired state bids to replace a 2011 John Deere backhoe that was approved in the capital improvement budget for 2020-2021. The cost of the backhoe is \$116,282.00. The proposed new machine is a Case. The approved budget for this item is \$120,000. We will finance this purchase on a 3 year lease-purchase.

Recommended Action: Direct staff to develop a resolution accepting the bid for approval at the next regular Council meeting.

Fund Name: Capital Improvement Plan

Account Number: 301.112.5502

Available Budget \$: \$243,584.00

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

City of Moberly City Council Agenda Summary

Agenda Number: WS #7.
 Department: Public Utilities
 Date: November 2, 2020

Agenda Item: Bid for a Dump Truck for Public Utilities.

Summary: The Public Utilities department has acquired state bid for a dump truck that was approved in the 2020-2021 budget in the capital improvement plan. This truck will replace a 2005 truck. The new truck is an International. The cost of the dump truck is \$95,587.00. The budgeted amount is \$100,000. We will utilize a 3-year lease purchase for this unit.

Recommended

Action: Direct staff to develop a resolution accepting the bid and to purchase the truck.

Fund Name: Capital Improvement Plan

Account Number: 301.112.5502

Available Budget \$: \$243,584.00

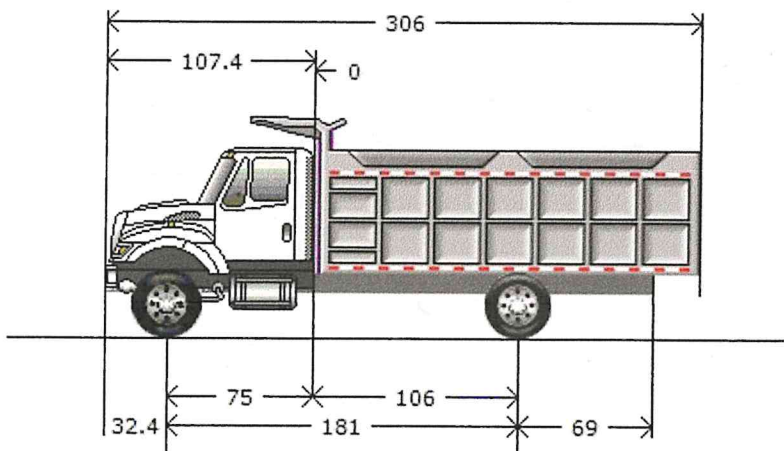
| ATTACHMENTS: | | Roll Call | Aye | Nay |
|---|--|---------------------------|--------|--------|
| <input checked="" type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes | Mayor | | |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance | M___ S___ Jeffrey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

INTERNATIONAL®

October 19, 2020

Prepared For:
 CITY OF MOBERLY
 Tim Grimsley
 City Hall
 Moberly, MO 65270-
 (660)269 - 8705

Presented By:
 SCHEPPERS INTERNATIONAL TRUCK CENTER
 SCOTT KLIETHERMES
 1722 SOUTHRIDGE DRIVE
 JEFFERSON CITY MO 65109 -
 (573)636-2133



Model Profile
2021 HV507 SFA (HV507)

| | |
|----------------------------------|---|
| AXLE CONFIG: | 4X2 |
| APPLICATION: | Construction Dump |
| MISSION: | Requested GVWR: 33000. Calc. GVWR: 34220 |
| DIMENSION: | Wheelbase: 181.00, CA: 106.00, Axle to Frame: 69.00 |
| ENGINE, DIESEL: | {Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max) |
| TRANSMISSION, AUTOMATIC: | {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway |
| CLUTCH: | Omit Item (Clutch & Control) |
| AXLE, FRONT NON-DRIVING: | {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity |
| AXLE, REAR, SINGLE: | {Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.50 |
| CAB: | Conventional, Day Cab |
| TIRE, FRONT: | (2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position |
| TIRE, REAR: | (4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive |
| SUSPENSION, REAR, SINGLE: | 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs |
| PAINT: | Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A |

INTERNATIONAL®

Vehicle Specifications
2021 HV507 SFA (HV507)

October 19, 2020

| Code | Description |
|-------------|---|
| HV50700 | Base Chassis, Model HV507 SFA with 181.00 Wheelbase, 106.00 CA, and 69.00 Axle to Frame. |
| 1570 | TOW HOOK, FRONT (2) Frame Mounted |
| 1ANA | AXLE CONFIGURATION {Navistar} 4x2 |
| 1CAG | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL |
| 1LLA | BUMPER, FRONT Swept Back, Steel, Heavy Duty |
| 1WEV | WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm) |
| 2ARV | AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity |
| 3770 | SPRINGS, FRONT AUXILIARY Rubber |
| 3ADD | SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications |
| 4AZA | AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System |
| 4EBT | AIR DRYER {Bendix AD-IP} with Heater |
| 4EXU | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn |
| 4LAG | SLACK ADJUSTERS, FRONT {Gunitite} Automatic |
| 4LGG | SLACK ADJUSTERS, REAR {Gunitite} Automatic |
| 4SPA | AIR COMPRESSOR {Cummins} 18.7 CFM |
| 4VKC | AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Cam Brakes |
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Cam Brakes |
| 4WWZ | DRAIN VALVE (3) with Pull Chains for Air Tanks |
| 4WZJ | AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail |
| 4XDP | BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity |
| 4XDR | BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle |
| 5708 | STEERING COLUMN Tilting |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PSA | STEERING GEAR {Sheppard M100} Power |
| 6DGA | DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |

INTERNATIONAL®

Vehicle Specifications
2021 HV507 SFA (HV507)

October 19, 2020

| Code | Description |
|-------------|---|
| 7BKS | EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab |
| 7WAZ | TAIL PIPE (1) Turnback Type |
| 7WCM | EXHAUST HEIGHT 8' 10" |
| 7WDN | MUFFLER/TAIL PIPE GUARD (1) Aluminum |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment |
| 8718 | POWER SOURCE Cigar Type Receptacle without Plug and Cord |
| 8GXD | ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAE | BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8MSG | BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud |
| 8NAA | TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights |
| 8RGA | 2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab |
| 8RMZ | SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars |
| 8RPS | RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input |
| 8THB | BACK-UP ALARM Electric, 102 dBA |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8VUJ | BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab |
| 8WMA | SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade |
| 8WPZ | TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights |
| 8WRB | HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on |
| 8WTK | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL with Audible Alarm |
| 8WXD | ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses |
| 8XBK | SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab |

INTERNATIONAL®**Vehicle Specifications
2021 HV507 SFA (HV507)****October 19, 2020**

| <u>Code</u> | <u>Description</u> |
|--------------------|---|
| 8XGT | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender |
| 8XHN | HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord |
| 8XHR | POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel |
| 9AAB | LOGOS EXTERIOR Model Badges |
| 9AAE | LOGOS EXTERIOR, ENGINE Badges |
| 9HBM | GRILLE Stationary, Chrome |
| 9WAC | BUG SCREEN Mounted Behind Grille |
| 9WBC | FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV |
| 10060 | PAINT SCHEMATIC, PT-1 Single Color, Design 100 |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone |
| 11001 | CLUTCH Omit Item (Clutch & Control) |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection |
| 12849 | BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines |
| 12EJV | ENGINE, DIESEL {Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max) |
| 12EMZ | VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty |
| 12THT | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler |
| 12VBB | AIR CLEANER Dual Element |
| 12VHH | FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020 |
| 12VXT | THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel |
| 12WZE | EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |
| 13AVL | TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |

INTERNATIONAL®

Vehicle Specifications
2021 HV507 SFA (HV507)

October 19, 2020

| Code | Description |
|-------------|--|
| 13WUC | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223 |
| 13WV | NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released |
| 13WYH | TRANSMISSION TCM LOCATION Located Inside Cab |
| 13WYU | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAK | PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission |
| 14AET | AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.50 |
| 14SAL | SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs |
| 14WMN | AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints |
| 15LMA | LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab |
| 15LMN | FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor |
| 15SGJ | FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab |
| 15WDG | DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 16030 | CAB Conventional, Day Cab |
| 16564 | HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line |
| 16BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 16GDC | GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display |
| 16GHU | GRAB HANDLE, CAB INTERIOR (2) Safety Yellow |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster |
| 16JNT | SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust |
| 16SMN | SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl |
| 16SMW | GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar |
| 16SNS | MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width |
| 16VKB | CAB INTERIOR TRIM Classic, for Day Cab |
| 16WBY | ARM REST, RIGHT, DRIVER SEAT |
| 16WLS | FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood |
| 16WSK | CAB REAR SUSPENSION Air Bag Type |

INTERNATIONAL®**Vehicle Specifications
2021 HV507 SFA (HV507)****October 19, 2020**

| <u>Code</u> | <u>Description</u> |
|--------------------|---|
| 16XCK | WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors |
| 16XJN | INSTRUMENT PANEL Flat Panel |
| 16ZBT | ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab |
| 27DTT | WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs |
| 28DTT | WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs |
| 7372135810 | (4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive |
| 7382135809 | (2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A |
| | Services Section: |
| 40128 | WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A |
| 1 | Henderson 12' Dump Body |

INTERNATIONAL®

**Financial Summary
2021 HV507 SFA (HV507)**

October 19, 2020

(US DOLLAR)

Description

Price

Net Sales Price:

\$96,587.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Single Axle Dump Truck Equipped with Henderson Body, Priced under Municipality Discount.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

**This proposal is not binding upon the seller
without Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

City of Moberly City Council Agenda Summary

Agenda Number: WS #8.
 Department: Public Utilities
 Date: November 2, 2020

Agenda Item: GIS Mapping Services for Water System and Stormwater System

Summary: The City is required by State Statute and DNR Regulations to have GIS locations of valves and hydrants in the drinking water system and a map of the storm water system. The work will include collecting GPS locations of each feature, pipe material and diameter and inspections of the assets (fire hydrants, storm water inlets, etc.) The fee for the water system is fixed, but since we don't know what we will find in the field for the storm water system, there is a fee per feature found, inspected and mapped. The current budget includes \$80,000 for mapping services. It is the plan to provide as much mapping as possible this budget year, and then complete the process the coming budget year. The water lines will be completed first. SAM recently acquired Midland GIS who is our current provider. They have provided good service to the City and host our current system. For this reason, we recommend contracting with SAM for the work.

Recommended Action: Direct staff to develop a resolution for Council adoption at the next meeting to allow the City Manager to contract for these services with SAM.

Fund Name: Capital Improvement Sales Tax Trust

Account Number: 304.000.5502

Available Budget \$: \$1,260,500

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



Surveying & Mapping, LLC (SAM)

October 19, 2020

SUBMITTED TO:

Moberly, Missouri

PROPOSAL FOR:

Utility GPS Mapping and
Data Collection

Proposal Contact: Ethan Herbek

Office: 660.562.0050 | Direct: 660.215.7110 | ethan.herbek@sam.biz

SAM, LLC GIS Office

www.sam.biz | 501 North Market | Maryville, MO 64468

Office: 660.562.0050 | Fax: 660.582.7173



SAM, LLC
501 North Market Street, Maryville, MO 64468
Ofc 660.562.0050 Fax 660.582.7173
info@sam.biz www.sam.biz

October 19, 2020

Mary West-Calcagno
Director of Public Utilities
101 W. Reed Street
Moberly, MO 65270

Dear Mary,

SAM, LLC, formally known as Midland GIS Solutions, respectfully submits this proposal to the City of Moberly to provide professional GPS and GIS mapping services. SAM is ready to assist in your efforts to locate and map the city's water and storm water utilities for integration into the existing GIS program in order to better prepare the city for future infrastructure project and operational tools in utility maintenance.

The following characteristics make SAM uniquely capable of overseeing this project for Moberly:

- SAM offers complete utility asset management solutions, from accurate GPS collection and GIS mapping, to web-based solutions with editing capabilities for easy, efficient maintenance.
- SAM has provided GPS and GIS services to over 200 cities and utilities in the Midwest. Our dedicated field staff has GPS located more than a million utility assets for seamless GIS integration for use in utility maintenance, daily workflow management and engineering models.
- SAM will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- Kirk Larson, Director of GIS Operations, will manage and oversee your GIS project, which ensures open and complete communication throughout project development and implementation.

Thank you for the opportunity to present our company for this opportunity. Our team of professionals has the experience and capabilities to make your GIS program a success.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ethan Herbek".

Ethan Herbek
Field Operations Manager / Project Manager
SAM, LLC

Surveying and Mapping, LLC

Founded in Austin, Texas in 1994 and celebrating 26 years of providing quality services and deliverables, **Surveying And Mapping, LLC (SAM)** has expanded from its initial offering of professional land surveying services, to providing a complete suite of geospatial solutions and specialized construction phase services. With a guiding principle of providing only the highest quality services to our clients, SAM continually looks for opportunities to expand our geographic reach, introduce additional services and broaden the markets we serve.

To achieve this goal, SAM has acquired some of the most experienced and professional consulting firms across the United States, including our most recent addition to the SAM family of companies **Midland GIS Solutions**, a full service GIS development firm. Over the last 20 years, Midland GIS has grown through a vision that long-term GIS success is dependent on the highest level of accuracy, proper database design and the ability to ensure each and every department within an organization can benefit from their GIS.

Today, delivering GIS services as a single company, SAM has established a technical infrastructure to support and host web-based and mobile asset management programs, along with custom GIS applications. With these tools, SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels, transportation infrastructure, and utility assets to workorders in a secure, user-friendly website built on the latest Esri® technology.

SAM's complete geospatial approach gives us the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

GIS Services

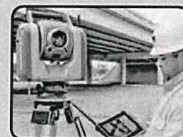
SAM specializes in geospatial services for water & sewer, electric utilities, and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration.

- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

Professional Services



Geographic Information System (GIS) Services



Professional Land Surveying



Building Information Modeling (BIM)



Aerial Mapping & Photogrammetry



Subsurface Utility Engineering & Utility Coordination



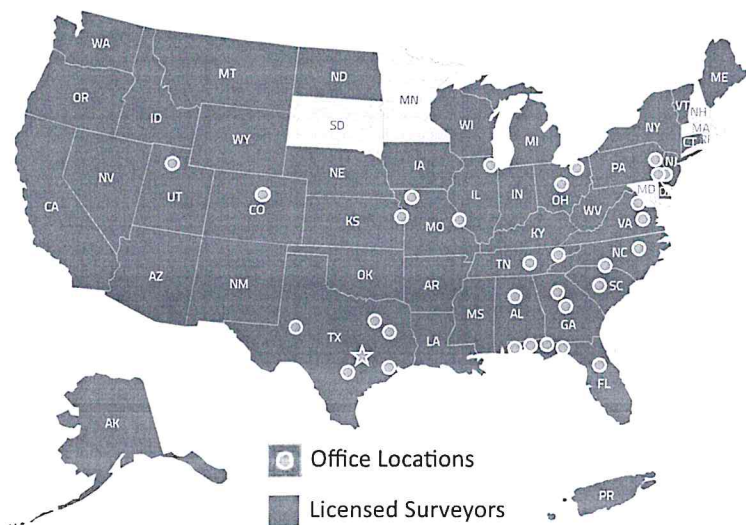
Airborne, Mobile & Terrestrial LiDAR



Construction Phase Services

Firm Profile | Moberly, Missouri

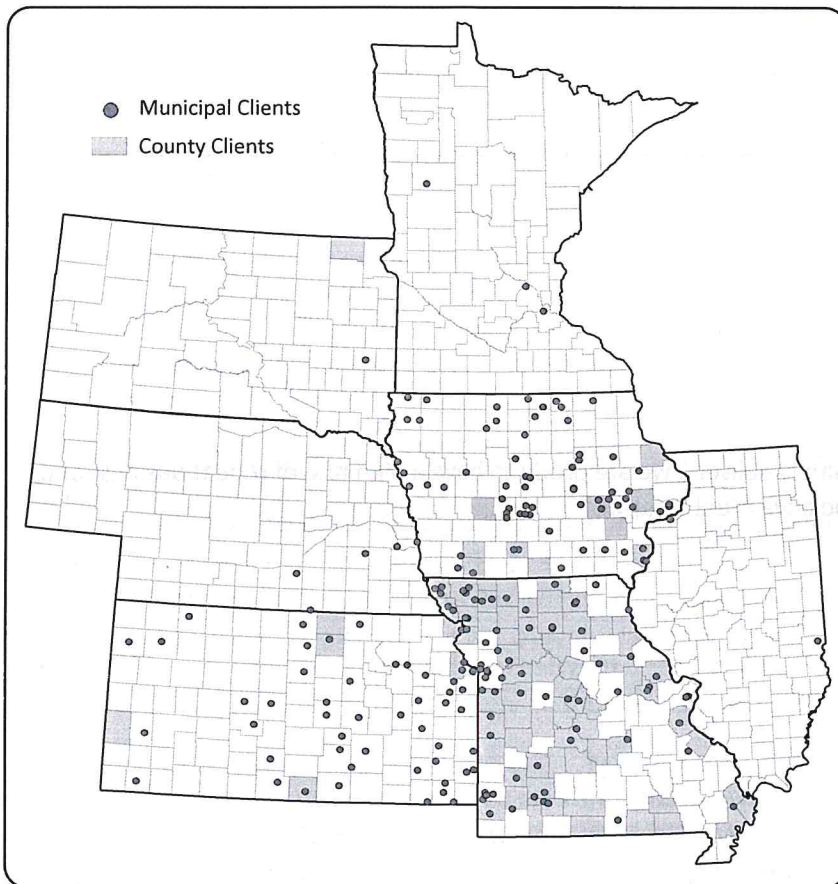
Geographic Range of SAM



Office Locations

- Austin, TX (Headquarters)
- Atlanta, GA (2)
- Birmingham, AL
- Brodheadsville, PA
- Charlotte, NC
- Chicago, IL
- Chipley, FL
- Columbia, SC
- Columbus, OH (2)
- Dallas, TX
- Denver, CO
- Gainesville, VA (NoVA)
- Houston, TX
- Kansas City, KS
- Knoxville, TN
- Macon, GA
- Maryville, MO
- Midland, TX
- Moorestown, NJ
- Nashville, TN
- Niceville, FL
- Orlando, FL
- Pensacola, FL
- Philadelphia, PA
- Raleigh, NC
- Richmond, VA
- St. Louis, MO
- Salt Lake City, UT
- San Antonio, TX
- Tallahassee, FL
- Tyler, TX
- Youngstown, OH

The inset map shows the 7-state region SAM regularly serves and is a testament to our experience in GIS and GPS mapping, data development and utility asset management solutions throughout the Midwest. Whether a community of 500, or a metropolitan city of 150,000+, SAM has the experience, equipment and manpower to serve you. SAM has designed and implemented over 225 successful utility GIS projects in this area, many of which are hosted on the Integrity GIS platform.



SAM is pleased to be a part of the Esri Partner Network and although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.



Moberly, Missouri | Statement of Qualifications

For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **"Everything GIS. Done Right."** This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the Midwest providing GPS utility collection services on a daily basis. Our service area extends more than 500 miles from our GIS office in Maryville, Missouri and typically includes all of Missouri, Iowa, Kansas, Nebraska, Minnesota and Illinois.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.



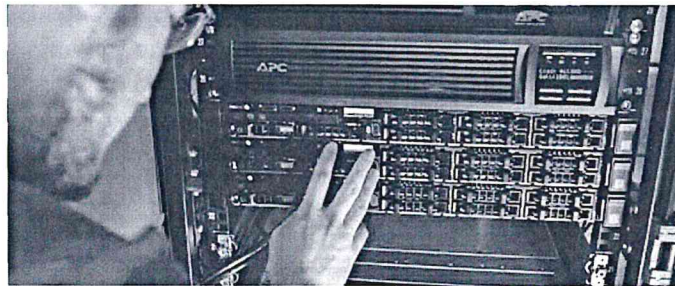
Statement of Qualifications | Moberly, Missouri

TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner and licensed reseller. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software platforms and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies and performs GIS development with Esri software and integration with third-party software platforms on a daily basis.

GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations, and an extensive list of references and supporters around the region. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.



WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our GIS office in Maryville, Missouri. This system is designed to host and support hundreds of web-based and mobile GIS mapping programs. The web service team at SAM supports and securely maintains hundreds of independent web-based GIS and asset management programs for clients across the Midwest.

SAM maintains a secured, climate-controlled server room with a dedicated 50 MB upload and 50 MB download speed fiber connection. Websites and data are hosted in a virtual VMware ESXi environment run on a cluster of Dell PowerEdge R640 web servers and a Dell SAN SC4020 storage array. The server room is connected to a gas-powered generator to keep web servers up and running in case of a power outage. In addition, SAM provides an off-site backup service for all hosted data, which could be accessed if a catastrophic event affected our web servers. Our top priority is to ensure 24/7/365 access to your GIS data.

Programming Expertise

SQL
Visual Basic
.NET
HTML
Java
JavaScript
C#
Python
Geocortex®

GPS Technology

Sokkia
Topcon
Trimble
Leica
Carlson
Juniper
Allegro
Collector for ArcGIS

Esri Technology

ArcGIS 10.x
ArcGIS Pro
ArcGIS Enterprise
ArcGIS Extensions
ArcGIS Online

Moberly, Missouri | Statement of Qualifications

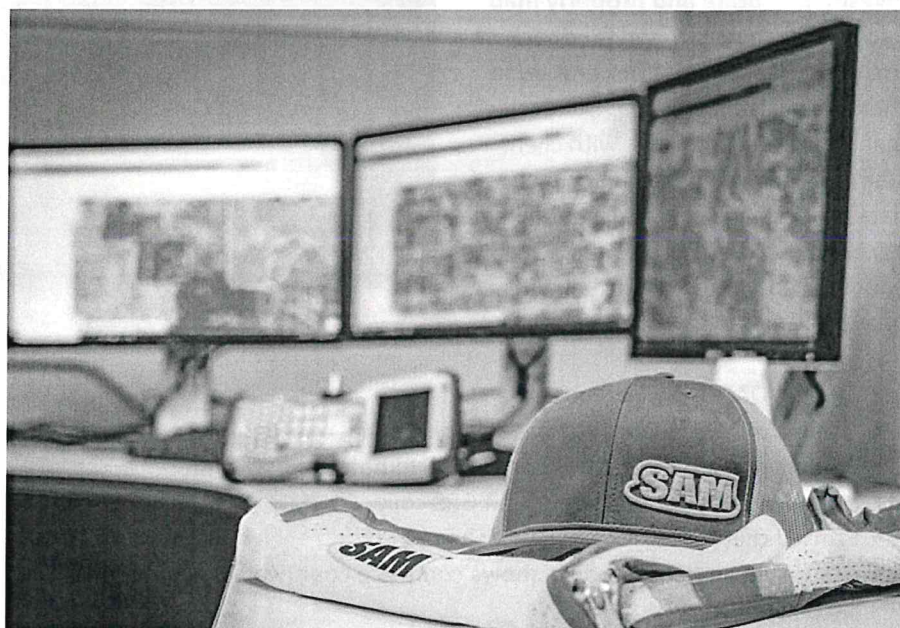
COST CONTROL & TIME MANAGEMENT

With over 250 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. **Throughout the history of the company, there has not been a single change order to our pricing.** Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has several years of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.



With the extensive capacity of data our team consistently processes, efficiency is paramount. Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver **everything GIS, done right** the first time.



Statement of Qualifications | Moberly, Missouri

QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

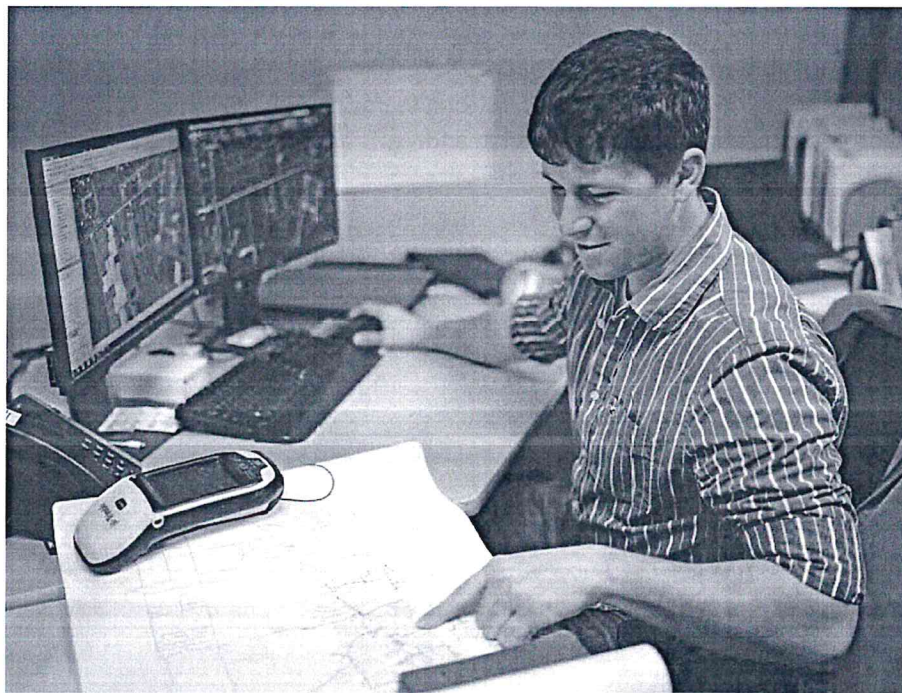
As part of the QA/QC process, SAM will conduct a redundancy check on five (5) percent of the features previously shot during the project. After GPS locating the features a second time, SAM will compile and process the results against all data sets and verify that the required accuracy tolerance is being met.

Check plots are a crucial and unique step required in all SAM projects.

Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data.

Our project management team works with client staff to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:

- Custom QA/QC ArcGIS tools
- “Heads-up” QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that end product shows complete connectivity



Moberly, Missouri | Specialized Experience

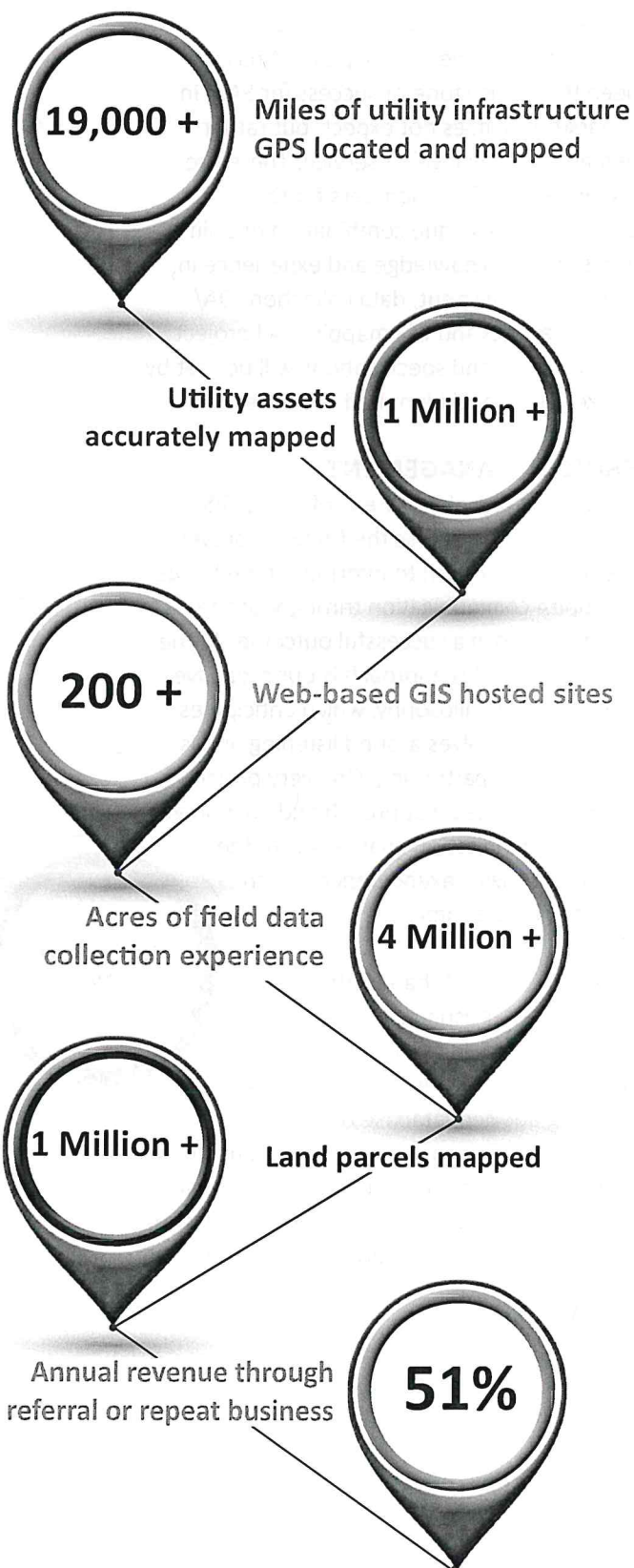
In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **625,000 assets**. This includes over **10,000 miles** of utility infrastructure across **2.2 million acres** of land. We have also built more than 200 web-based asset management and GIS programs.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule with outstanding technical support. SAM is unsurpassed for project quality and meeting aggressive deadlines.

In addition to specializing in GPS data collection, SAM has worked with more counties in the Midwest than any other firm to accurately map over **one (1) million parcels** for countywide GIS development. On GIS development projects, our trained staff integrates the best aerial photography available into the digital mapping program. For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a **"field to finish"** approach that starts with accurate collection of field data and leads to a GIS program that provides long-term solutions. SAM has set best practices for the following project-related activities in which we specialize:

- GPS data collection
- GIS mapping
- Parcel development
- Aerial photography integration
- Safety and procedures
- Establishing work sectors and timelines
- Public notification
- Geodatabase design
- Website maintenance
- Quality assurance and quality control
- Project status reports
- Inspections and condition assessment



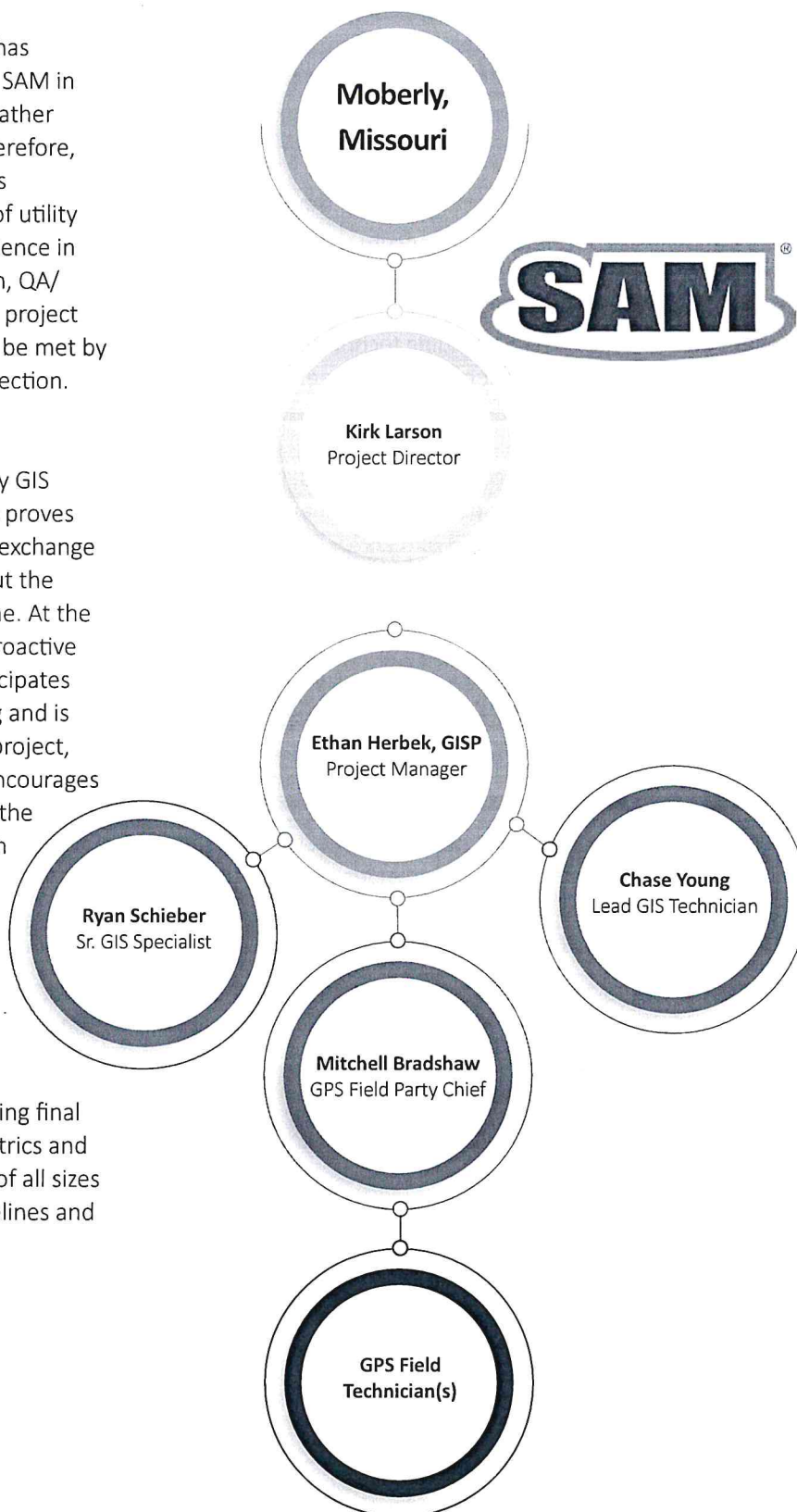
Key Personnel | Moberly, Missouri

The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the Midwest proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Project Manager, Ethan Herbek, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting and geodatabase design, establishing cost controls and providing final deliverable and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.



Moberly, Missouri | Key Personnel

Kirk Larson • Project Director • KIRK.LARSON@SAM.BIZ

EXPERIENCE

- SAM: 15 years
- Professional: 27 years

EDUCATION

B.S. Geography, NWMSU -
Maryville, MO

PROJECT MANAGEMENT

- 200+ municipal & utility GPS projects
- Coordinates resources & project schedules
- Administers cost controls
- Serves as contract administrator

Kirk Larson is a Director of GIS Operations at SAM. Since 2005, Kirk has overseen the development and implementation of more than 200 municipal and utility GPS projects. His experience includes working in local government as a GIS Coordinator and in the private sector in various project management roles.

As Project Director, Kirk is responsible for working closely with various levels of client personnel and stakeholders to solidify the scope of work and contractual obligations. On a daily basis, Kirk assists with project management tasks and ensures that project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

Kirk's unique understanding and knowledge of utility asset management and GPS field collection positions him as an expert in those fields. To share this expertise and successful approach to similar projects, Kirk attends and presents at numerous industry events on an annual basis that focus on sustaining and growing municipalities and utility companies throughout the Midwest.

Ethan Herbek, GISP • Project Manager • ETHAN.HERBEK@SAM.BIZ

EXPERIENCE

- SAM: 16 years
- Professional: 16 years

EDUCATION

B.S. Geography/GIS Minor,
NWMSU- Maryville, MO

CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO) – Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

Ethan Herbek is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of municipal GIS projects, from geodatabase design and GPS field data collection to GIS data integration and training.

On a daily basis, Ethan coordinates and manages GPS field personnel and GIS technicians. Ethan is also responsible for final geodatabase design to ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan. Ethan oversees and monitors all safety procedures and supervises day-to-day quality control during the GIS data creation portion of each data collection and asset inventory project.

As Project Manager, Ethan will be responsible for the overall daily management of field data collection and GPS field personnel. Ethan will ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan for the city. He will lead/attend on-site project meetings, integrate new data within the existing geodatabase and ensure that any web services are updated as well.

Key Personnel | Moberly, Missouri

Ryan Schieber • Sr. GIS Specialist • RYAN.SCHIEBER@SAM.BIZ

EXPERIENCE

- SAM: 18 years
- Professional: 18 years

EDUCATION

B.S. Geography & GIS, NWMSU-
Maryville, MO

TECHNICAL EXPERTISE

- Esri ArcGIS Desktop, Pro, Enterprise
- Parcel fabric
- Geocortex®
- E911 addressing
- Geodatabase design
- Software installation and training
- Manages on-site & off-site backups

Ryan Schieber has more than 18 years of experience at SAM and provides a wide range of GIS development and conversion services. As Sr. GIS Specialist, Ryan manages the geodatabase design and coordinates the data development of all projects, oversees and assists with quality control procedures and provides technical support to clients on a daily basis. He is trained in the latest ArcGIS software and applications.

Ryan will use his vast experience in GIS data integration and development in overseeing the GIS program development portion of the project while providing any technical support issues. He will assist in quality control to ensure the final project deliverables exceed project requirements.

Chase Young • Lead GIS Technician • CHASE.YOUNG@SAM.BIZ

EXPERIENCE

- SAM: 6 years
- Professional: 6 years

EDUCATION

B.S. GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- GPS hardware and software knowledge and support
- Quality control / technical support protocols
- Geodatabase design / maintenance
- Esri ArcGIS Desktop and Pro

As a Lead GIS Technician, Chase Young will serve as the lead GIS technician on data development of secondary municipal layers and utility data, Chase has served in multiple capacities since joining SAM including GPS field technician, crew chief as well as Phase Manager. Chase is responsible for GIS mapping assets and utilities, data conversion and integration, quality control and quality assurance and provides technical support to clients on a daily basis.

Throughout the project Chase will work with the GIS Project Manager and GPS field staff to accurately map field collected data and attribute information into the city's GIS mapping program.

Mitchell Bradshaw • GPS Field Crew Chief

EXPERIENCE

- SAM: 6 years
- Professional: 6 years

TECHNICAL EXPERTISE

- RTK survey-grade GPS- Sokkia GRX1 and GRX 2, Topcon HiPer SR
- Mapping-grade GPS – Trimble Geo7X and R2
- Carlson SurvCE & PC, Collector, ArcPAD

Mitchell Bradshaw has more than six (6) years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As GPS Field Crew Chief, Mitchell trains all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He is knowledgeable at identifying key components of all utility networks. Knowing critical asset types is essential in developing a clean and accurate geodatabase.

Mitchell will lead a GPS field crew to collect utility infrastructure data for the project. He will oversee data collection and inspections and field check all collected data prior to processing that information in the office. Mitchell will maintain communication with city staff when providing on-site GPS and GIS services.

Moberly, Missouri | Project Approach

PROJECT KICK-OFF

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of Moberly to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kick-off meeting:

COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Moberly throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for "Traffic Control for Field Engineering & Surveyors" and "Confined Spaces". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



Project Approach | Moberly, Missouri

PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Moberly during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

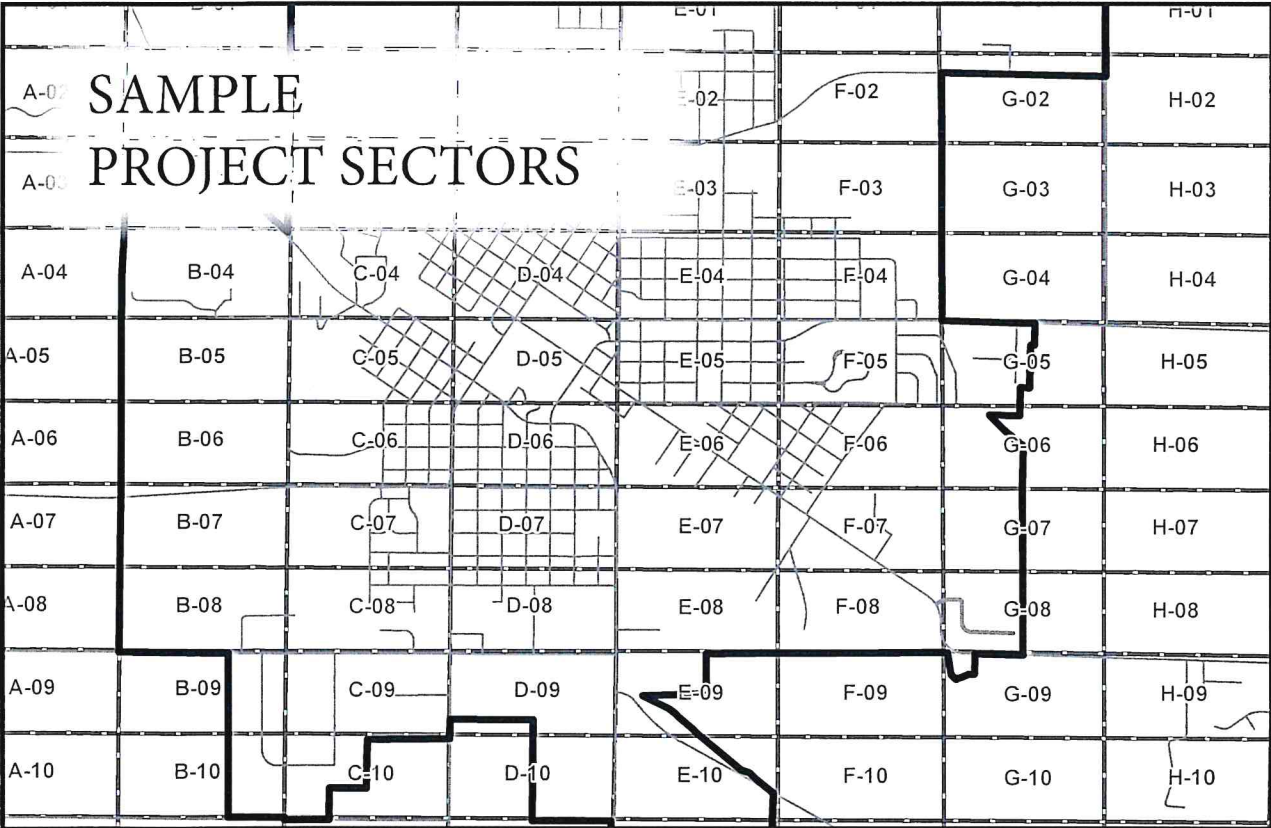
WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Moberly.

PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Moberly describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.



Moberly, Missouri | Technical Work Plan

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

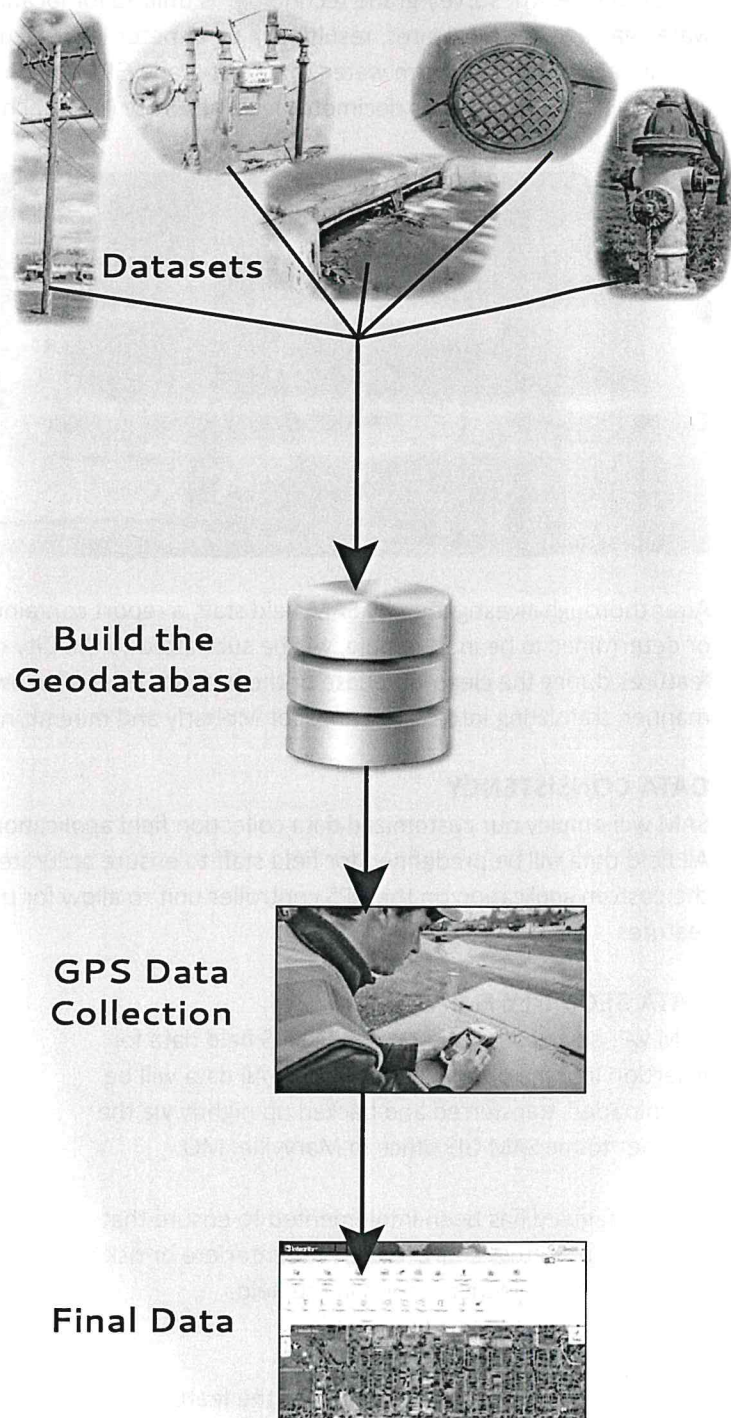
When creating the overall design of the geodatabase for Moberly, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Moberly. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate database of spatial data
- Define relationship classes and topological enforcement rules
- Work in an environment that supports multi-user access and editing

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

Geodatabase Design



Technical Work Plan | Moberly, Missouri

GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).



For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's water and storm water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Moberly. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for storm water utility features. Captured features through GPS surveys will include all features designated by Moberly during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Moberly. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Moberly and minimizing the impact on city staff.

DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office in Maryville, MO.

Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.

GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Moberly project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

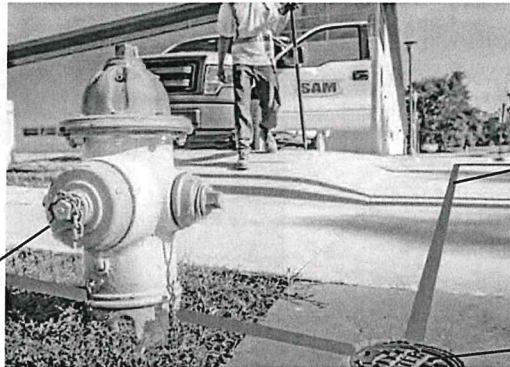


Technical Work Plan | Moberly, Missouri

Hydrant attributes

- Barrel color
- Steamer (Y/N)
- Bonnet Color
- Storz Connection (Y/N)
- Manufacturer
- Manufactured year
- X, Y, Z coordinates

hydrant valves



Waterline attributes

- Pipe diameter
- Pipe material

Valve attributes

- Type
- X, Y, Z coordinates

Water Network GPS Data Collection

SAM will GPS field locate the following utility features for the water network within the project limits:

- Hydrants
- Hydrant valves
- Valves

Through RTK survey-grade GPS methods, SAM will locate the water network contained within the defined project limits. Captured features through GPS surveys will include all features designated by the city during the planning phase of the project. *This proposal does not include the data collection of curb stops or water meters.*

After thorough investigation by SAM field staff, a report containing all waterline network features that were not found or that were found to be inaccessible will be submitted to the city. SAM will work with city staff to locate utility features during the cleanup phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for the city and minimizing the impact on city staff.

GPS surveys will be referenced to the state's plane coordinate system to allow for direct insertion into the city's GIS. Horizontal (x,y) coordinates will be obtained in the field for the water facilities. Features will be collected with centimeter-accurate GPS methods.

All data collected will be downloaded nightly and transferred via the internet to the SAM GIS office in Maryville, MO where it will be backed up nightly.

The US received a **D grade overall** for Drinking Water Infrastructure. Facts according to *American Society of Civil Engineers Report Card for US in 2017*. Asset management programs for water networks are encouraged by ASCE to support the improvement efforts of utilities.



240,000
water main breaks
occur each year

\$1 Trillion
in investment is needed
to maintain and expand
service to meet demands
over the next 25 years

There are
1 million miles
of drinking water pipes
across the country

90%
of Americans receive their
drinking water from a public
drinking water system

Everyday nearly
6 billion gallons
of treated water is lost
due to leaking pipes

Moberly, Missouri | Technical Work Plan

Storm Water Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the storm water facilities. Aboveground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

STORM WATER STRUCTURES TO BE LOCATED:

- Manholes
- Boxes
- Inlets
- Outfalls
- Junctions

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection.

STORM WATER FIELD ATTRIBUTE COLLECTION

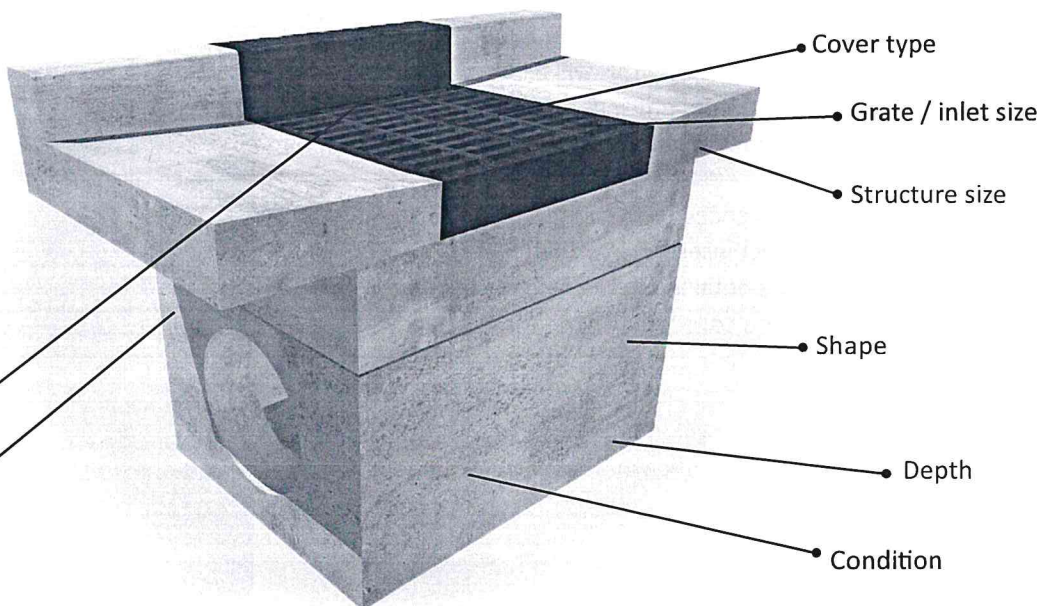
SAM will collect the storm water attribute data during this phase of the project. Any storm water structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified storm water structures.

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.



STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Date
- Inspector
- Structure number
- Locality
- Inspected (Y/N)
- Reason not inspected
- Location
- Type



Inlet Elevation
Depth To F/L

CSS or SW noted

Moberly, Missouri | GIS Development / Deliverables

An essential step in the process of implementing a city GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

MAP AND DATA DEVELOPMENT

Storm water line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate storm water line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.



Water distribution mains will be developed by combining exact GPS locations of above ground features with as-built/ AutoCAD drawings to determine the best representation of those networks. Individual water main segments will have diameter and material attributes associated with them. All lines will be checked in a quality assurance process to ensure a clean network. Water curb stop data points will also be integrated into the city's existing GIS layer.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Moberly. The QA/QC process listed in the Statement of Qualifications will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.

DELIVERABLES

After the staff at the City of Moberly has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped water and storm water data will be uploaded into the city's geodatabase and also integrated into the city's Integrity GIS website. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for water and storm water utility features.
- Esri Map Documents (.mxd)
 - o 11x17 Truck Book Map Documents (for each utility)
 - o 36x36 100-scale Map Documents (for each utility)
- Two (2) Sets of bound 11x17 Truck Books (for each utility)
- One (1) Full system wall map (for each utility)

Fee Schedule | Moberly, Missouri

GPS DATA COLLECTION & GIS DEVELOPMENT

| | |
|-----------------------------|---------------------|
| Water Utility Network | \$58,081.00 |
| Storm Water Utility Network | \$50.00 / Structure |

**Fees are based on the number of estimated utility features as provided to SAM by the City of Moberly.*