

**A G E N D A**  
**SPECIAL WORK SESSION MEETING**  
**City of Moberly**  
**December 14, 2021**  
**4:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Discussion Regarding A Farm Site Conservation Improvements For Public Utilities.
2. Discussion Regarding A Contract For Farm Site Timber Removal For Public Utilities.
3. Review Of Parcels Along Highway 24 That The City Is Trying To Acquire From MoDOT.
4. Discussion Of A Traffic study and Agreement for the S Morley Cost Share.
5. Review of the Updated Salary Study by Austin Peters Group.
6. Discussion of budget impact and funding options related to recently received salary study.
7. Discussion of ARPA Funding.

# City of Moberly City Council Agenda Summary

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

WS #1.

Department: Public Utilities

Date: December 14, 2021

**Agenda Item:** Discussion Regarding A Farm Site Conservation Improvements For Public Utilities.

**Summary:** The Public Utilities Department has pursued bids for Farm Site Conservation Improvements that is part of a capital project approved in the 2021-2022 budget in the Capital Improvement Plan. The sole offer was for \$380,087.13. Two conservation contractors submitted bids with 4 Him Construction having submitted the surviving bid. The bidding process solicited input from Randolph County Soil & Water Conservation District (SWCD), Randolph County Natural Resource Conservation Service (NRCS), and Boone Consulting (BC) about qualified contractors to do a turn-key operation to complete the conservation project and avoid conflict with multiple contractors.

- 1) Three Conservation Contractors were contacted by Boone Consulting and invited to schedule site a visit in to schedule a site visit in the summer of 2021 and for a detailed meeting and walk through of the farm site.
- 2) Two of the three conservation contractors came and did site visit, meeting with City personnel, SWCD, NRCS, and Boone Consulting. One contractor did not have a tilling or trenching machine for equipment and did not attend.
- 3) Buffington Construction called right before submittal deadline and said they would not be submitting a proposal since Buffington had secured a large contract to build a 60-acre lake and would not be able to meet their obligation to the City of Moberly.

Contractor/Vendor	Offered Price (Paid to Moberly)
Buffington Construction 39381 Academy Road Salisbury, MO 65281 660-777-3450 <a href="mailto:chrisbuffington@live.com">chrisbuffington@live.com</a>	<b>Withdrew from Consideration</b>
4 Him Construction 208 West Canton Street Lewistown, MO 63452 660-216-6587 <a href="mailto:jon@marktwain.net">jon@marktwain.net</a> <a href="mailto:88justinsimmons@gmail.com">88justinsimmons@gmail.com</a>	<b>\$380,087.13</b>

The goal is threefold:

- To greatly reduce soil loss and improve stormwater quality
- Increase acreage for land application of biosolids
- Increase nutrient recycling& removal through multiple cuttings of hay tonnage removal

The plan to implement the following:

- To harvest/sell timber/logs in preparation of convert timberland to hayland
- To remove all unused buildings/structures and convert to hay crop (To be done by separate contract on later date)
- To remove brush, limbs, stumps, debris by burning and bury to convert to hayland
- To construct conservation structures of dry dams/terraces to convert to hayland
- To install tile inlets & tile lines to drain farm to reduce soil loss & improve water quality
- To seed a legume/grass blend to allow multiple hay cutting each year
- To add two riser & piping for land application of biosolids to application site increased acreage (This to follow as a separate contract Phase II)

In the 2018 process of creating the Biosolids Management Plan, there were several concerns that came to light with soil tests, nutrient recycling efficiencies with the timberland, and soil loss of cropland, and other items to assure compliance with both current MDNR Standard Conditions PART III, USEPA 40 CFR PART 503 regulations and potential future regulations. This, combined with mass wasting of soil during rain events impacting both the streambed between the plant and land application site and potentially the biosolids digesters and holding tank (which are in-ground basins) necessitates improvements for both continued use of the site and treatment plant soil deposition protection.

After exploring several options, it was decided to convert timberland and cropland to hayland with conservation structures and expand land base/acreage of biosolids to two (2) more traveling gun runs on the north end of the farm. This would accomplish objectives that were not currently being met such as:

- Reduction of soil loss from 18-30 tons per acre to <2.0 tons per acre.
- Hayland and Conservation structures would slow and keep stormwater from flooding the WWTP (which is a big concern with a potential for unauthorized discharge) and seek to reduce runoff rates from >20cfs to <2cfs.

- Hayland with multiple cuttings & removal of all vegetation each year would remove the maximum amount of nutrients promoting nutrient recycling of biosolids within the City Farm.
- Hayland expands the amount of time biosolids or nutrients can be land applied between cuttings throughout the year. This is a potential cost savings versus hiring a contractor to transport and land apply to external permitted application sites.
- Hayland with multiple cuttings each year removes nutrients from the soil keeping soil test values lower.
- Hayland with conservation practices greatly improves water quality for current and future standards since water flows into Mark Twain Lake which is currently an impaired watershed.

Options listed below were evaluated by Boone Consulting and the USDA Natural Resources Conservation Service for beneficial biosolids and cost analyses of each to determine if feasible. It was determined to not be advisable to make any major changes to the WWTP for biosolids until sometime in the future when either more restrictive limits by USEPA/MDNR are imposed or anticipated emerging pollutants are added that the current WWTP would not be able to meet. Pursuit of a change in biosolids management at that time with newer technologies or possibly energy recovery would be evaluated. The options not selected were:

- Buy neighboring farm to the east of the city farm
- In house liquid land application of biosolids at external sites not city owned
- Dewater biosolids and haul to external sites and/or other city properties
- Compost biosolids with city brush and convert to Class A for a wider range of disposal options
- Contract pump and haul to external sites

### **Timberland to Hayland Conversion Process:**

- The current design to increase the application acreage and convert to hay crop was developed with the USDA Natural Resources Conservation Service over a period of time to best meet the goals and objectives of the City mentioned above. This includes the demolition and removal of the Barn, Farm shed and Grain bin structures to convert to hayland and increase acreage for biosolids to be land applied to recycle nutrients.
- Only one Construction Contractor who will be responsible for conversion of timberland and cropland to 120 acres of hayland. The contractors if approved by Moberly City Council are to start December 21, 2021, and will be responsible for the following:
  - o Remove of road border fence, brush, trees, post, etc. (May have a couple of trees that may be a concern with water line and phone line)
  - o Piling brush and stumps, root and brush rake, burn brush pile (fire departments have been contacted/notified)



- Dig in tile lines
  - Construct dry dam structures to hold and slow stormwater flows
  - Seed all bare areas with cereal rye to green up and apply some nitrogen to promote vegetative growth to minimize soil erosion
  - Bury all root balls that don't burn
  - Build terraces and tile outlets
  - Dam and flowthrough pipe on all traveling gun lanes
  - Polishing cell & dam with reeds and canary grass to filter water to minimize any nutrient or TSS loss so as not to impact stormwater quality and control flow
  - Put in erosion measures as needed to prevent erosion problems
- This process will be repeated for the East Drainage, Northwest Drainage, and Southwest Drainage areas until done
  - The City WWTP is deficient in soil pH and calcium. A separate project will have a contractor land apply City of Columbia water plant residuals (lime) by injection to the whole farm to raise soil pH and calcium levels for the new hayland
  - Weather pending next summer in the proper seeding window – a grass blend and legume blend will be seeded into the soil and nitrogen will be applied upon emergent to promote rapid vegetative growth and root growth to protect the soil from erosion with rains
  - The contractor should be completed and released by the City on or before December 1<sup>st</sup> when the hay crop should be growing well and city can start land applying biosolids to supply nutrients
  - During routine operations to follow, a hay contractor will be selected who will be able to mow, bale, and remove hay from the fields in a timely manner multiple times each year. It is hoped to remove a minimum of three cuttings each year with a maximum of 4 cuttings per year due to the biosolids nutrients being applied throughout the year.

## FAQ

- 1) Is Moberly being paid for the removed timber? Yes, in a separate Timber Removal Summary it discusses a receipt for \$36,500 for the removed site timber.
- 2) This project includes all tasks up to and including seeding of hay seed and establishment of hay turf. This contract does not include the installation of piping necessary for sludge reel operations.
- 3) No lifecycle costs were included in this effort such as hay or mowing/harvesting equipment. The initial evaluation talked about above allows for final resolution of hay crop harvesting and sale to be determined later. It is likely that an investment in equipment by Moberly is not economically feasible as opposed to a 3<sup>rd</sup> party harvesting as part of the hay crop seasonal sale.

- 4) Only the initial hay crop legume grass blend may require commercial fertilizer until crop establishment. Subsequent year crops are anticipated to have nutrient requirements fully met by land applied biosolids.
- 5) An initial seeding of all bare areas with cereal rye to green up and then to apply some nitrogen to promote vegetative growth & root growth to minimize soil erosion is part of the project.

**Recommended Action:** Direct Staff to develop a resolution for approval of contract at the next regular council meeting.

**Fund Name:** Utilities - Wastewater Treatment

**Account Number:** 301.114.5502

**Available Budget \$:** \$300,000 with balance to be transferred from reserve fund.

**ATTACHMENTS:**

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

**Roll Call**

**Aye    Nay**

**Mayor**

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

\_\_\_    \_\_\_

**Council Member**

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

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_    \_\_\_

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

\_\_\_    \_\_\_

Passed    Failed



# WWTP Farm

WS #1.

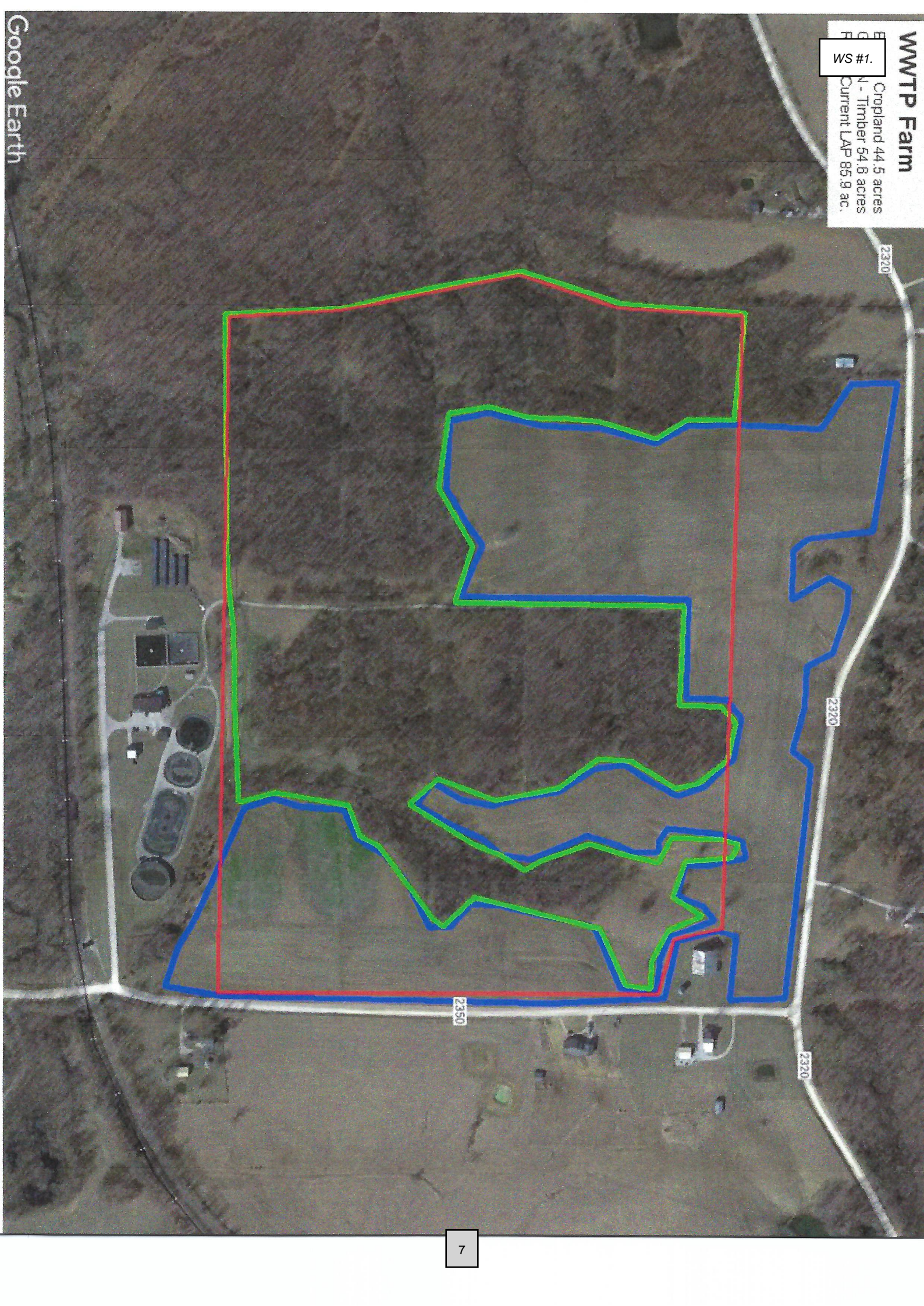
Cropland 44.5 acres  
N - Timber 54.8 acres  
Current LAP 85.9 ac.

2320

2320

2320

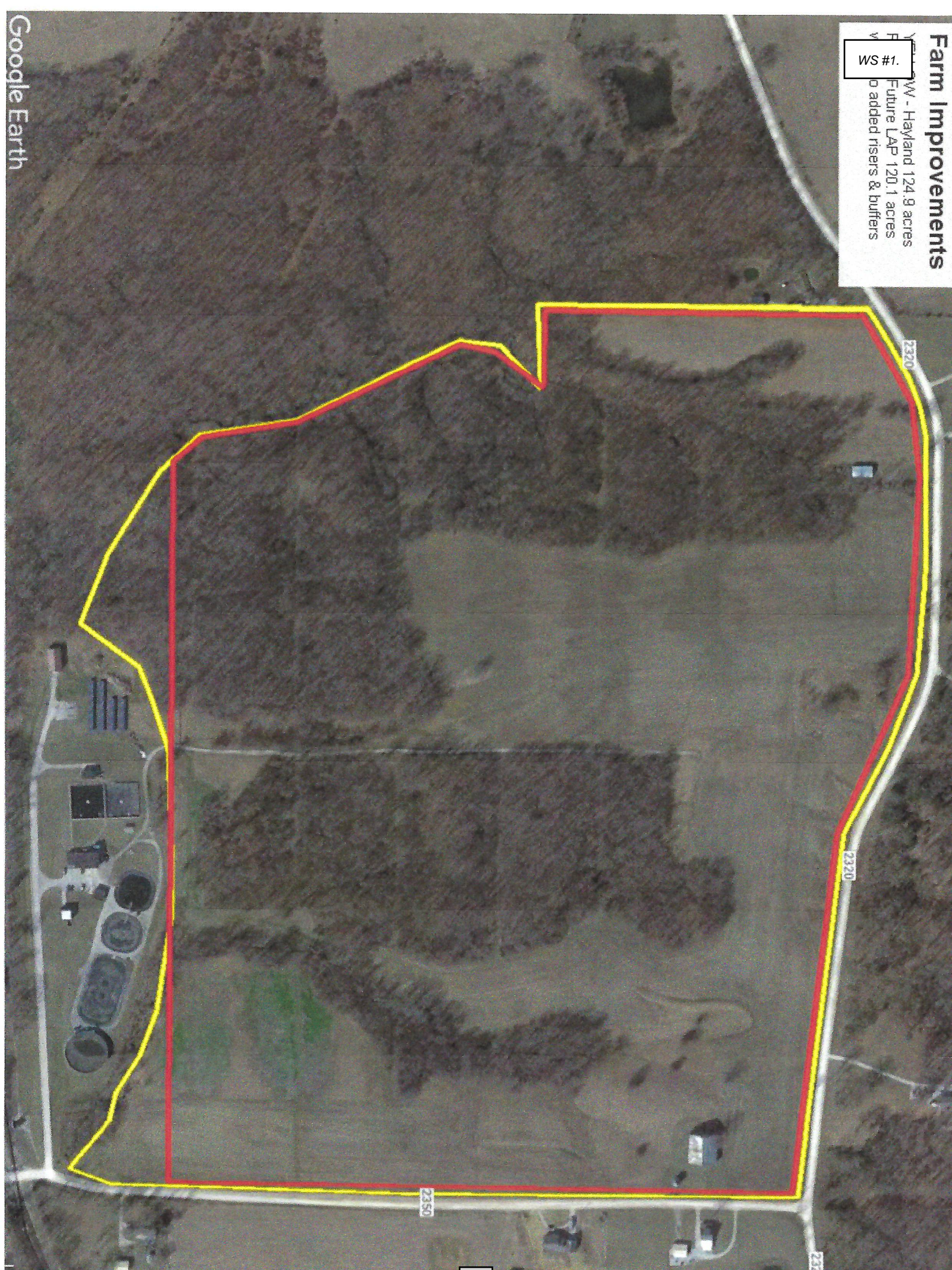
2350



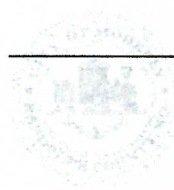


# Farm Improvements

Y  
H  
W  
WS #1.  
Future LAP 120.1 acres  
o added risers & buffers







City of Moberly, Missouri  
Public Utilities Department  
101 West Reed Street  
Moberly, Missouri 65270

## AGREEMENT

### RFP No. 10-2021 City of Moberly WWTP Farm Conservation Improvements For Conversion From Timberland to Hayland

This conservation improvement agreement for conversion of timberland to hayland at the Wastewater Treatment Plant (WWTP) Farm by and between City of Moberly (City) and Altam Construction (Contractor) is made on 9-28-2021 (date) between City and Contractor for improvements to the WWTP Farm identified in this agreement starting in the month of October 2021 and concluding October 10, 2022.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the work for Proposal No. 10-2021 – CITY OF MOBERLY WWTP FARM CONSERVATION IMPROVEMENTS FOR CONVERSION FROM TIMBERLAND to HAYLAND.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the installation and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required within ten (10) calendar days after the date of the acceptance of agreement by the CITY.
4. The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated as being October 10, 2022.
5. The CONTRACTOR agrees to perform all of the WORK described in the PROPOSAL DOCUMENT and STANDARD SPECIFICATION in this agreement to comply with the terms therein for the amount of Proposal Price.
  - a. CITY agrees to pay to CONTRACTOR monthly, for specified work completed, documented, and invoiced.
  - b. CITY shall pay CONTRACTOR for work conducted in this agreement of in the amount not to exceed \$380,087.13. Except for a fuel surcharge to be settled at the end of the agreement if needed or applies.
6. CITY will assign a Project Manager for the City of Moberly, Missouri, or its representative duly authorized to act for the Project Manager.



7. A working day is defined as any day when, in the opinion of the Project Manager, weather conditions are such as would permit any major operation of the project for six (6) hours or over unless other avoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.
8. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the CITY as an ADDITIONAL INSURED. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the Contractor's price.
9. CONTRACTOR shall maintain limits no less than:
  - a. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
    - i. Premises and Operations – Bodily Injury & Property Damage Liability
    - ii. Independent Contractors Coverage
    - iii. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
    - iv. Personal Injury Liability and Advertising Injury Liability
    - v. Broad Form Property Damage
    - vi. Contractual Liability
    - vii. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - b. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
  - c. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
10. CONTRACTOR shall furnish the CITY with certificates of insurance.
11. The intent of the drawings and specifications is that the CONTRACTOR furnishes all labor, materials, and equipment necessary for the proper execution of the work. The CONTRACTOR shall do all the work shown on the drawings and described in the specifications, as well as all incidental and additional items of work which are necessary and could be reasonably inferable from aerial photo of generic drawings and specifications to be developed in order to fully complete the Work so that it is ready for use, cropping, and operation by the CITY as intended.



12. If there is any conflicting variance between the drawings and the specifications, or between general conditions reviewed and agreed upon of the specification requirements, the more stringent requirements shall control. However, the CONTRACTOR shall immediately bring all such conflicts to the Project Manager's attention for clarification before the work is done. Any work done by the CONTRACTOR before such conflict is corrected in writing, shall be done at the Contractor's risk.
13. All work shall be done under the general supervision of the Project Manager or his designated representative. The Project Manager or his designated representative shall decide any and all questions which may arise as to the quality and acceptability of materials, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.
14. All materials and each part of detail of the work shall be subject at all times to inspection by the Project Manager, and the CONTRACTOR will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. The CITY and Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection.
15. The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the timely manner. Contract time shall commence 10 days following the date of mailing, by regular mail, of the notice to proceed.
16. The CONTRACTOR shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the CONTRACTOR will start the several parts of the work (as outlined #20), and estimated dates of completion of several parts.
17. The CONTRACTOR shall submit monthly requests for progress payments for work done and materials delivered and stored on the Project site by submitting a correctly detailed pay request on forms approved by the CITY for work performed prior to the request for payment. With each request for payment, the CONTRACTOR must include documents, supporting data, receipts, required to obtain the necessary information to determine the progress and execution of the Work. Payment for materials stored on the site will be conditioned upon evidence of deliver.
18. All pay requests, shall be submitted to the CITY Director of Public Utilities, City Hall, 101 West Reed Street, Moberly, Missouri 65270 who will forward to the Project Manager for review. For purposes of payment, the requests for payment shall be deemed to be duly delivered to the CITY ten days after the CITY's Project Manager certifies to the CITY Purchasing Department that the request for payment is for a correct amount.
19. The CONTRACTOR may submit a final invoice upon the satisfactory completion of all of the Work.
20. The CONTRACTOR, in compliance with this agreement ("Tasks" listed below) for conservation land improvements & installation of drainage controls to convert the existing timberland to hayland at the property known as the City of Moberly's Wastewater Treatment Plant (WWTP) Farm. The farm improvements pertain to the following tasks:



TASK #	DESCRIPTION	UNIT	QUANTITY
I.	Remove all fence post, fence, brush, cut and/or uproot trees (from parameter of farm along the roads & in the field within red line), remove all metal and electrical for metal recycling; the remaining barn, farm shed, grain bin (debris, concrete foundation and walls) are to be burned, buried, or hauled-off for ditch filler		
II.	East Drainage & East of Center Gravel Road: After logger has cut and removed all usable logs: to uproot and remove all remaining trees & brush, clean-up all tree tops, debris, roots from field/timber areas into brush piles & burn. Then bury all remaining stumps, root balls, and debris not burned in a draw by compacting tightly, cover with clay and topsoil	Acres	25.97
III.	East Drainage & East of Center Gravel Road: Level all distributed areas of ditches, washouts, and depressed areas into suitable cropland/hayland conditions; then as soon as possible seed with rye grain for a vegetative cover & apply Nitrogen after emergence of rye to promote vegetative growth above ground & root growth to tie the soil together to prevent or minimize erosion of soil	Acres	42.98 North by road 2.78 Rye Grain Seed 1.5 bu./ac 100 lbs./ac NH3NO3
IV.	East Drainage & East of Center Gravel Road: See Attached Aerial USDA-NRCS Maps for design criteria for soil conservation & stormwater management structures (dry dams/terraces)/water drainage conveyance (risers/pipes/tile lines), construct emergency spillways for large storm events, calculations of cuts and fills that consist of dirt volumes to be moved and properly placed, inlet risers, drainage flow control, subsurface tile lines sizes, placement, & footage, design criteria on structures 1-7, dry dam-terrace berm/channel, and polishing cell to store and release stormwater in a delayed manner		
V.	East Drainage & East of Center Gravel Road: Installation of 20' Length Drainage pipes 10" + diameter on drainage ways with small containment dams for controlled flow through of stormwater on traveling gun lanes	Earth Berm & pipe	6
VI.	East Drainage & East of Center Gravel Road: Construct Stormwater Filtration Polishing	Acre	.55



	channel with Reeds Canary-grass Rhizomes as designed by John Kirchhoff -SWCD to slow stormwater flows and allow for sediment and nutrient removal before leaving the WWTP Farm Site		
VII.	East Drainage & East of Center Gravel Road: Provide erosion control measures during the transition between timber and establishment of hayland...install stormwater/ erosion control straw/hay bales in critical areas to slow stormwater flows and limit soil erosion and minimize any rill or ditch development	Acres	45.75+
VIII.	East Drainage & East of Center Gravel Road: Ditch Rock at all locations to relieve stormwater energy/flow exiting tile lines to prevent erosion	Tons	100
IX.	Northwest Drainage & West of Center Gravel Road: (RED Outlined Area) After logger has cut and removed all usable logs: to uproot and remove all remaining trees & brush, clean-up all tree tops, debris, roots from field/timber areas into brush piles & burn. Then bury all remaining stumps, root balls, and debris not burned in a draw by compacting tightly, cover with clay and topsoil	Acres	33.81
X.	Northwest Drainage & West of Center Gravel Road: (RED Outlined Area) Level all distributed areas of ditches, washouts, and depressed areas into suitable cropland/hayland conditions; then as soon as possible seed with rye grain for a vegetative cover & apply Nitrogen after emergence of rye to promote vegetative growth above ground & root growth to tie the soil together to prevent or minimize erosion of soil	Acres	42.97  Rye Grain Seed 1.5 bu./ac  100 lbs./ac NH3NO3
XI.	Northwest Drainage & West of Center Gravel Road: (RED Outlined Area) See Attached Aerial USDA-NRCS Maps for design criteria for soil conservation & stormwater management structures (dry dams/terraces)/water drainage conveyance (risers/pipes/tile lines), construct emergency spillways for large storm events, calculations of cuts and fills that consist of dirt volumes to be moved and properly placed, inlet risers,		

	drainage flow control, subsurface tile lines sizes, placement, & footage, design criteria on dry dam structures NW #1 & #2, terrace berms/channels T1 & T2,		
XII.	Northwest Drainage & West of Center Gravel Road: (RED Outlined Area) Installation of 20' Length Drainage pipes 10" + diameter on drainage ways with small containment dams for controlled flow through of stormwater on traveling gun lanes	Earth Berm & Pipe	3
XIII.	Northwest Drainage & West of Center Gravel Road: (RED Outlined Area) Provide erosion control measures during the transition between timber and establishment of hayland...install stormwater/ erosion control straw/hay bales in critical areas to slow stormwater flows and limit soil erosion and minimize any rill or ditch development	Acres	42.97
XIV.	Southwest Drainage: (YELLOW Outlined Area) after logger has cut and removed logs uproot and remove selective areas of trees & brush, clean-up all tree tops, debris, into brush pile & burn. Then bury all remaining stumps, root balls, debris not burned in the bottom of channels.	Acres	6.5
XV.	Southwest Drainage: (YELLOW Outlined Area) level all distributed areas as soon as possible and seed with rye grain as a vegetative cover & apply Nitrogen after emergence of vegetation to promote vegetative growth & root growth to prevent erosion of soil	Acres	9.2 Rye Grain Seed 1.5 bu./ac 100 lbs./ac NH3NO3
XVI.	Southwest Drainage: (YELLOW Outlined Area) See Aerial USDA-NRCS Maps for design criteria for soil conservation & stormwater management structure (dry dam/water drainage conveyance (riser/pipe), construct emergency spillway, that consist of dirt volumes, pipeline size & footage, design criteria on structure SW		
XVII.	Southwest Drainage: (YELLOW Outlined Area) provide erosion control measures during the transition...install stormwater/ erosion bales in critical areas to limit erosion	Acres	10.0



XVIII.	Southwest Drainage: (YELLOW Outlined Area) Construct Stormwater Filtration Polishing channel with Reeds Canary-grass Rhizomes as designed by John Kirchhoff - SWCD to slow stormwater flows and allow for sediment and nutrient removal before leaving the WWTP Farm Site	Acres	0.8
XIX.	Southwest Drainage: (YELLOW Outlined Area) Ditch Rock at all locations to relieve stormwater energy/flow exiting tile lines to prevent erosion	Tons	80
XX.	ADDITIONAL WORK NOT DESIGNED: East & Northwest Drainage on either side of Center Gravel Road: (RED Outlined Area) See attached genic aerial photo until timber is removed to do more accurate land surveys and develop a future Aerial USDA-NRCS Maps for design criteria for soil conservation & stormwater management structures (dry dams/terraces)/water drainage conveyance (risers/pipes/tile lines), construct emergency spillways for large storm events, calculations of cuts and fills that consist of dirt volumes to be moved and properly placed, inlet risers, drainage flow control, subsurface tile lines sizes, placement, & footage, design criteria on structures 1-6, dry dam-terrace berm/channel, and polishing cell to store and release stormwater in a delayed manner		
	NOTE: LIME LAP City of Columbia, Missouri before final seeding-Spring of 2022		
XXI.	Hayland: Appropriate tillage & final seeding with drill of appropriate blend of Alfalfa Resolute, Red Medium Clover, waterway mixture GV50 (Perennial Rye, Timothy, Fescue) rate of seeding per design by John Kirchhoff apply Nitrogen after emergence of vegetation to promote vegetative growth & root growth (Spring Seeding Time March 10 -April 10) (Fall Seeding Time August 20- September 20)	Acres lb./ac lb./ac lb./ac lb./ac	124.0 +/- Alf 8-10 Red 4-8 WW 12-13 100 lbs./ac NH3NO3
XXII.	Mobilization & Demobilization		
	TOTAL PRICE		\$380,087.13

XXIII.	Fuel Surcharge (>\$2.50 baseline red diesel) \$.50 per gallon price increase raise \$5.00/hr. unit price	Hrs.	As Needed
--------	--	------	-----------

City and Contractor hereby understand and agree to the terms and conditions outlined herein

\_\_\_\_\_  
Signature: CITY

Brian Crane  
City of Moberly  
City Manager  
101 West Reed  
Moberly, MO 65270

  
Signature: CONTRACTOR

Justin J. Simmons  
4-HIM  
208 West Canton Street  
Lewistown, MO 63452

Attachments to this Agreement – Conservation Improvement Converting  
Timberland to Hayland:

# City of Moberly City Council Agenda Summary

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

WS #2.

Department: Public Utilities

Date: December 14, 2021

**Agenda Item:** Discussion Regarding A Contract For Farm Site Timber Removal For Public Utilities.

**Summary:** The Public Utilities Department has acquired bids for timber removal that is part of a capital project approved in the 2021-2022 budget in the Capital Improvement Plan. The highest bid was for \$36,000. Two logging contractors submitted bids with Sunderland Trucking Company having submitted the highest bid. The bidding process solicited input from Randolph County Soil & Water Conservation District (SWCD), Randolph County Natural Resource Conservation Service (NRCS), and Boone Consulting (BC) about Logging Contractors that would qualify and be able to harvest logs within a 30-day window with the necessary resources to complete the work per project specifications.

- 1) Three Logging Contractors were contacted by Boone Consulting and invited to schedule site a visit in spring of 2021 to complete a timber value evaluation.
- 2) Two of the three Logging Contractors completed a site visit, met with City personnel and Boone Consulting to complete a timber evaluation, and provide timber value/price.
- 3) Only two logging contractors submitted proposals. See below.

Contractor/Vendor	Offered Price (Paid to Moberly)
Ed Welch Logging 228 Northeast Street Louisiana, MO 63353 573-754-2255 <a href="mailto:edwelch678@gmail.com">edwelch678@gmail.com</a>	<b>\$28,000.00</b>
Sunderland Trucking 450 County Road 303 Fayette, MO 65248 660-537-0481 <a href="mailto:joe@sunderlandllc.com">joe@sunderlandllc.com</a>	<b>\$36,500.00</b>

**Recommended Action:** Direct Staff to develop a resolution for approval of a contract at the next regular council meeting.

**Fund Name:** Utilities Collection Fund

**Account Number:** 300.000.4900

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

M\_\_\_ S\_\_\_ **Davis**      \_\_\_      \_\_\_

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

Passed      Failed

**ATTACHMENTS:**

**Role Call**

**Aye**

**Nay**





**City of Moberly, Missouri**  
**Public Utilities Department**  
 101 West Reed Street  
 Moberly, Missouri 65270

### PROPOSAL Logging of Timber

Proposal of Bidder for cutting trees, removal of logs from timber and removal of logs from City Wastewater Treatment Farm starting October 1, 2021 cutting timber on the east drainage channel and all timber cutting by thirty (30) working days from City of Moberly Wastewater Treatment Farm Site located 1429 County Road 2350, Moberly, Missouri 65270. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.

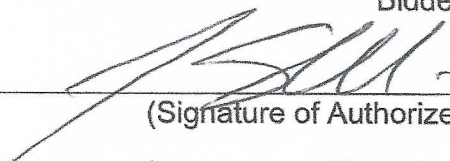
ITEM#	DESCRIPTION	PRICE
I.	Cutting and removing logs in a responsible manner minimizing damage to farm site from the clear-cut section outlined in (Red) at City of Moberly WWTP Farm (See attached Map). Starting October 1, 2021 and being done by November 1, 2021 on log removal. Communications with City's agent permission on move-in and weekly updates if there are any concern on work conditions as it relates to weather and field site conditions. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.	\$ <u>20,500.-</u>
II.	Cutting and removing logs in a responsible manner minimizing damage to farm site from the selective cut section of mature trees only outlined in (Yellow) at City of Moberly WWTP Farm (See attached Map). Starting October 1, 2021 and being done by November 1, 2021 on log removal. Communications with City's agent permission on move-in and weekly updates if there are any concern on work conditions as it relates to weather and field site conditions. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.	\$ <u>16,000.-</u>
TOTAL PRICE	<b>Payable to City of Moberly after logging RED Section</b>	\$ <u>36,500.-</u>

1 | WWTP Farm Timber Cutting and Log Removal

This Proposal requires the successful Logger to do 100% of the work as outlined in the description.

Sunderland Trucking

Bidder

 member

(Signature of Authorized Representative)

Joe Sunderland - Member

(Printed Name of Authorized Representative)

Member

Title

450 County Road 303 Fayette, MO 65248

Business Address

660-537-0481

Telephone Number/Fax Number

joes@sunderlandllc.com

E-Mail Address



## **CERTIFICATE INSURANCE REQUIREMENTS**

Logger shall procure and maintain for the duration of on-site work insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Logger, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the City of Moberly as an ADDITIONAL INSURED.

### **MINIMUM LIMITS OF INSURANCE**

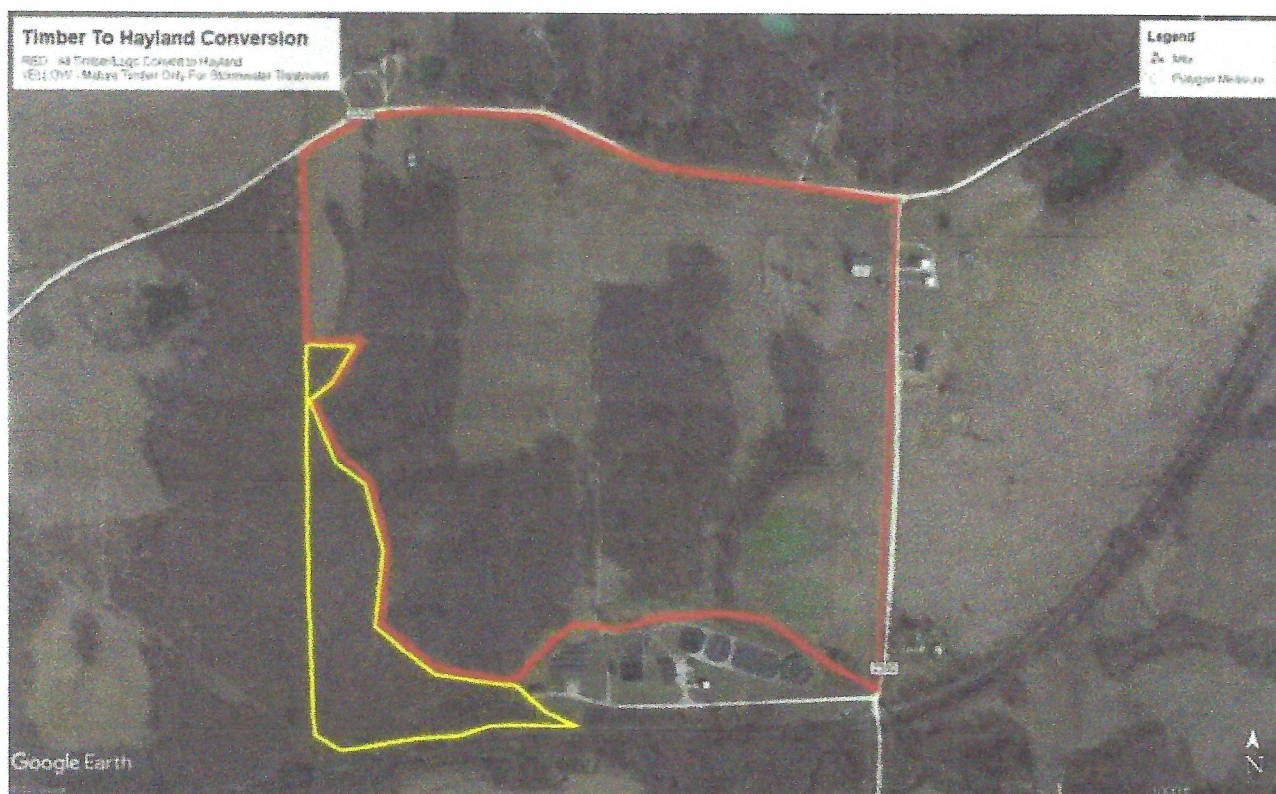
Logger shall maintain limits no less than:

- a. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
  1. Premises and Operations – Bodily Injury & Property Damage Liability
  2. Independent Contractors Coverage
  3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
  4. Personal Injury Liability and Advertising Injury Liability
  5. Broad Form Property Damage
  6. Contractual Liability
  7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- c. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.

## SITE MAP LOGGING MAP

- WWTP Farm Clear Cut – Red Area
- WWTP Farm Selective Cut – Yellow Area



4|WWTP Farm Timber Cutting and Log Removal





SUNDTRU-01

WS #2.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Winter-Dent  
573-634-2122, 800-769-3472  
P.O. Box 1046  
Jefferson City, MO 65102

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (573) 634-2122 FAX  
(A/C, No): (573) 636-7500  
E-MAIL  
ADDRESS: mail@winterdent.com

INSURED  
  
Sunderland Trucking LLC  
340 County Road #303  
Fayette, MO 65248

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance	19445
INSURER B : RLI Insurance Company	13056
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL009566088	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X		CA005425478	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC043172127	8/1/2021	8/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo			ILM0302759	8/1/2021	8/1/2022	Limit 100,000
A	Trailer Interchange			CA005425478	8/1/2021	8/1/2022	LIMIT 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Moberly  
101 West Reed Street  
Moberly, MO 65270

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*J. Morgan Quinn*

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

## TIMBER REMOVAL AND SALE AGREEMENT

THIS AGREEMENT by and between the City of Moberly, Missouri, a municipal corporation, (hereinafter called "City") and Sunderland Trucking, LLC (hereinafter called "Contractor") is made and entered into as of the 12<sup>th</sup> day of October, 2021 (hereinafter the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, City sought bids from qualified vendors for the cutting and removal of timber from approximately forty-six (46) acres of city owned real estate near the Waste Water Treatment Plant; and

WHEREAS, the Contractor is a Missouri owned business willing to provide the desired services and was the successful bidder for the City request; and

WHEREAS, City is the legal owner of timber located on the property and warrants the title to the timber hereby conveyed against the lawful claims of all third parties.

WHEREAS, Contractor agrees to buy the timber described herein upon the terms and conditions provided.

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

### 1. PROJECT DESCRIPTION AND SCOPE OF WORK.

#### Project Description.

A stand of timber is located on an approximate forty-six acre (46) tract near the City of Moberly, Missouri Waste Water Treatment Plant which is further described on the attached Exhibit "1" (referred to herein as the "property"). Contractor has agreed to harvest, cut into logs and remove the timber located on the property.

#### Scope of Work.

Contractor shall remove all mature trees on the property except in areas where conservation structures will be built, and dirt borrow areas where there will be standing water from time to time as marked on the attached Exhibit "1". No species restrictions shall apply nor do any stump height restrictions apply.

City shall designate for Contractor the path to be used to access the property. If Contractor has to cross a third party's property to enter City's land, Contractor must obtain the right of access from the third party. The Contractor must remain within the harvesting boundaries established and designated by the City.

Trees shall not be left hanging on other trees. All hung trees or spring poles must be released, dropped or pulled to the ground. Damaged fencing (if any) shall be repaired at the sole cost of Contractor with fencing materials of like kind. Access areas shall be left free of treetops and limbs and in passable condition.



## **2. CONSIDERATION.**

### In-Kind.

The sole consideration for the work performed by Contractor pursuant to this agreement shall be retaining the timber harvested from the property. Further the Contractor agrees to pay to City the sum of Thirty-six Thousand Dollars for the timber removed from the property which amount the Parties agree is fair compensation for the value of the timber.

### Payment.

Contractor shall make payment to City in a lump sum of Thirty-six Thousand Dollars (\$36,000.00) following completion of the removal of the timber. Payment to be made no later than thirty days (30) after removal of the timber from the property.

## **3. TERM.**

Contractor shall begin performance of this agreement no later than November 2, 2021. Cutting of the timber is estimated to take thirty days (30) days to complete and cutting the timber into logs and removing the logs is estimated to take an additional thirty days (30) to complete. Time extensions may be necessary due to poor logging conditions which said extensions shall be agreed to by the Parties. In no event shall performance of this agreement exceed one hundred and twenty days (120) to complete.

## **4. HOLD HARMLESS AGREEMENT AND IMMUNITIES.**

### Hold Harmless.

To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Moberly, its elected officials, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys and fees) arising by reason of any act or failure to act, negligence or otherwise of Contractor, of any subcontractor, or anyone directly or indirectly employed by Contractor or any subcontractor, in connection with this agreement. These provisions do not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.

### Immunities.

The Parties hereto understand and agree City is relying on and does not waive or intend to waive by any provision of this Contract any monetary limitations, or any other rights, immunities and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials and employees.

## **5. DEFAULT.**

Contractor shall be in default for failure to comply with any provision of this Agreement. City may immediately terminate the agreement based upon the events of default described herein with or

without notice to Contractor. At City's option in the event of default it may provide Contractor with ten (10) days' notice and allow Contractor to cure the default within that time.

#### **6. GOVERNING LAW AND VENUE.**

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri. The venue for all litigation arising or relating to the Agreement shall be in the Circuit Court of Randolph County, Missouri.

#### **7. INDEPENDENT CONTRACTOR.**

It is understood by both Parties that Contractor is an independent contractor and not an employee of City. Contractor shall not transfer or subcontract any part of this Agreement without prior written approval of City.

#### **8. INSURANCE.**

If required by state law, the contractor shall be covered by workers' compensation and public liability insurance and shall provide proof of insurance coverage for the duration of the agreement to City upon execution of this agreement. Further contractor agrees that all vehicles utilized by it in the performance of this Agreement shall be covered by General Liability Insurance with limits of at least \$1,000,000 each occurrence (combined single limit for bodily injury and property damage).

#### **9. BEST MANAGEMENT PRACTICES.**

Contractor agrees to follow the timber-harvesting best management practices referenced in the Missouri Department of Conservation publication Missouri Watershed Protection Practice.

#### **10. ENTIRE AGREEMENT.**

This document represents the entire agreement between the Parties. All previous or contemporaneous representations, promises and conditions relating to Contractor's services are superseded.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

#### **CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

Attest: \_\_\_\_\_  
Shannon Hance, City Clerk

#### **SUNDERLAND TRUCKING, LLC**

By:  -member



City of Moberly, Missouri  
Public Utilities Department  
101 West Reed Street  
Moberly, Missouri 65270

## PROPOSAL Logging of Timber

Proposal of Bidder for cutting trees, removal of logs from timber and removal of logs from City Wastewater Treatment Farm starting October 1, 2021 cutting timber on the east drainage channel and all timber cutting by thirty (30) working days from City of Moberly Wastewater Treatment Farm Site located 1429 County Road 2350, Moberly, Missouri 65270. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.

ITEM#	DESCRIPTION	PRICE
I.	Cutting and removing logs in a responsible manner minimizing damage to farm site from the clear-cut section outlined in (Red) at City of Moberly WWTP Farm (See attached Map). Starting October 1, 2021 and being done by November 1, 2021 on log removal. Communications with City's agent permission on move-in and weekly updates if there are any concern on work conditions as it relates to weather and field site conditions. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.	\$ <u>19,000</u>  Red Sec.
II.	Cutting and removing logs in a responsible manner minimizing damage to farm site from the selective cut section of mature trees only outlined in (Yellow) at City of Moberly WWTP Farm (See attached Map). Starting October 1, 2021 and being done by November 1, 2021 on log removal. Communications with City's agent permission on move-in and weekly updates if there are any concern on work conditions as it relates to weather and field site conditions. All cut logs in the staging area approved by City must be removed by November 20, 2021, removed at times when weather/site conditions are such to minimize damage to City property and clean-up staging area to City's approval.	\$ <u>9,000</u>  Yellow Sec.
TOTAL PRICE	Payable to City of Moberly after logging RED Section	\$ <u>28,000</u>

1) WWTP Farm Timber Cutting and Log Removal



This Proposal requires the successful Logger to do 100% of the work as outlined in the description

Ed Welch logging

Bidder

Ed Welch

(Signature of Authorized Representative)

Ed Welch

(Printed Name of Authorized Representative)

logger

Title

228 North E Street Lansing MI

Business Address

573-754-2255

Telephone Number/Fax Number

Ed Welch 678@g.mail.com

E-Mail Address



## **CERTIFICATE INSURANCE REQUIREMENTS**

Logger shall procure and maintain for the duration of on-site work insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Logger, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the City of Moberly as an ADDITIONAL INSURED.

### **MINIMUM LIMITS OF INSURANCE**

Logger shall maintain limits no less than:

- a. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
  1. Premises and Operations – Bodily Injury & Property Damage Liability
  2. Independent Contractors Coverage
  3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
  4. Personal Injury Liability and Advertising Injury Liability
  5. Broad Form Property Damage
  6. Contractual Liability
  7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- c. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.

## SITE MAP LOGGING MAP

- WWTP Farm Clear Cut – Red Area
- WWTP Farm Selective Cut – Yellow Area



### 4 | WWTP Farm Timber Cutting and Log Removal

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: December 14, 2021

WS #3.

**Agenda Item:** Parcels along Highway 24 that the City is trying to acquire from MoDOT.

**Summary:** Attached are pictures of the parcels of land along Highway 24 that the City is trying to acquire from MoDOT that they have not been maintaining.

**Recommended Action:** Direct staff to bring forward to the December 20, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

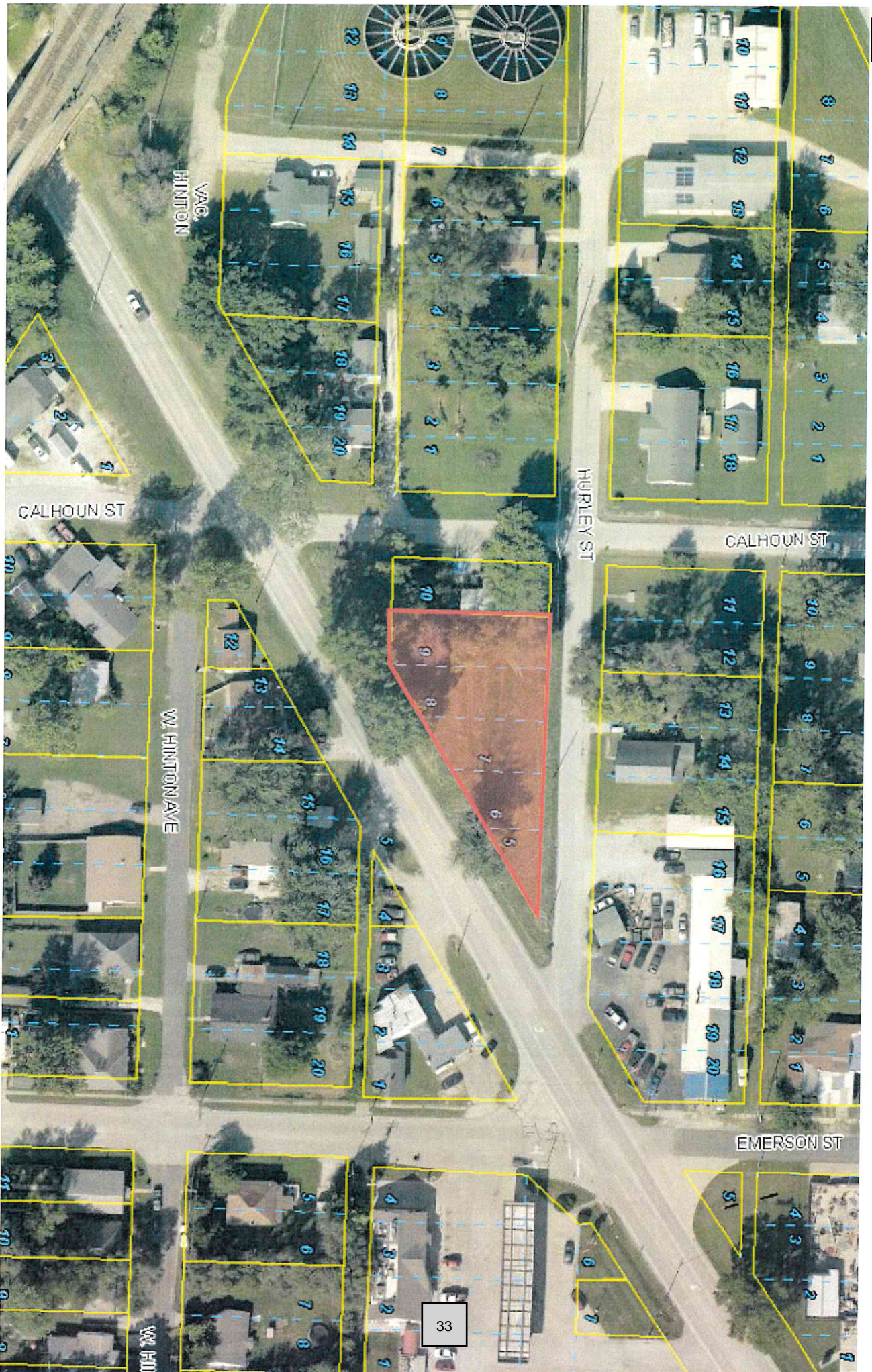




Hwy 63-24



Hay 24 - Harley



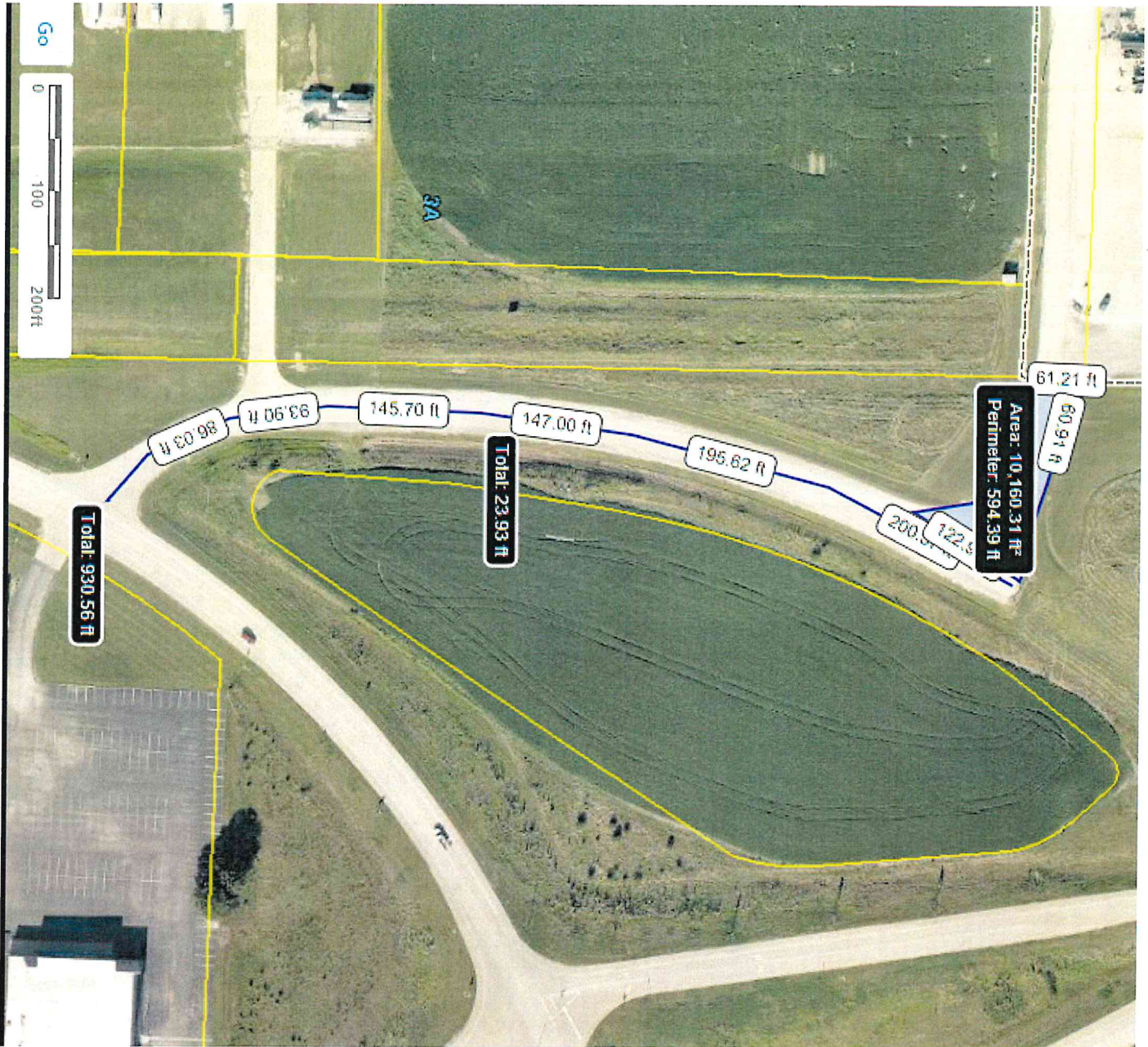


Hwy 24 - Holman





Hwy 63 + Bus. 63



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.

Department: Public Works

Date: December 14, 2021

**Agenda Item:** Traffic study and agreement for the S Morley cost share.

**Summary:** This is the cost share agreement for a 50/50 cost share for improvements to S. Morley which include a third turn lane for phase 1 of this overall project on South Morley, which will extend from Burkhardt to Urbandale Dr. (Route M). The full build out for the total project is estimated at \$11M as of April 2021 cost figures.

Phase 1 third lane project is from Burkhardt to Carpenter and will also include drainage and sidewalk improvements in that area.

Modot will participate 50/50 up to a total cost of \$2,132,322, any cost beyond that would be upon the City.

**Recommended Action:** Direct staff to being forward to the December 20, 2021 regular City Council meeting for final approval.

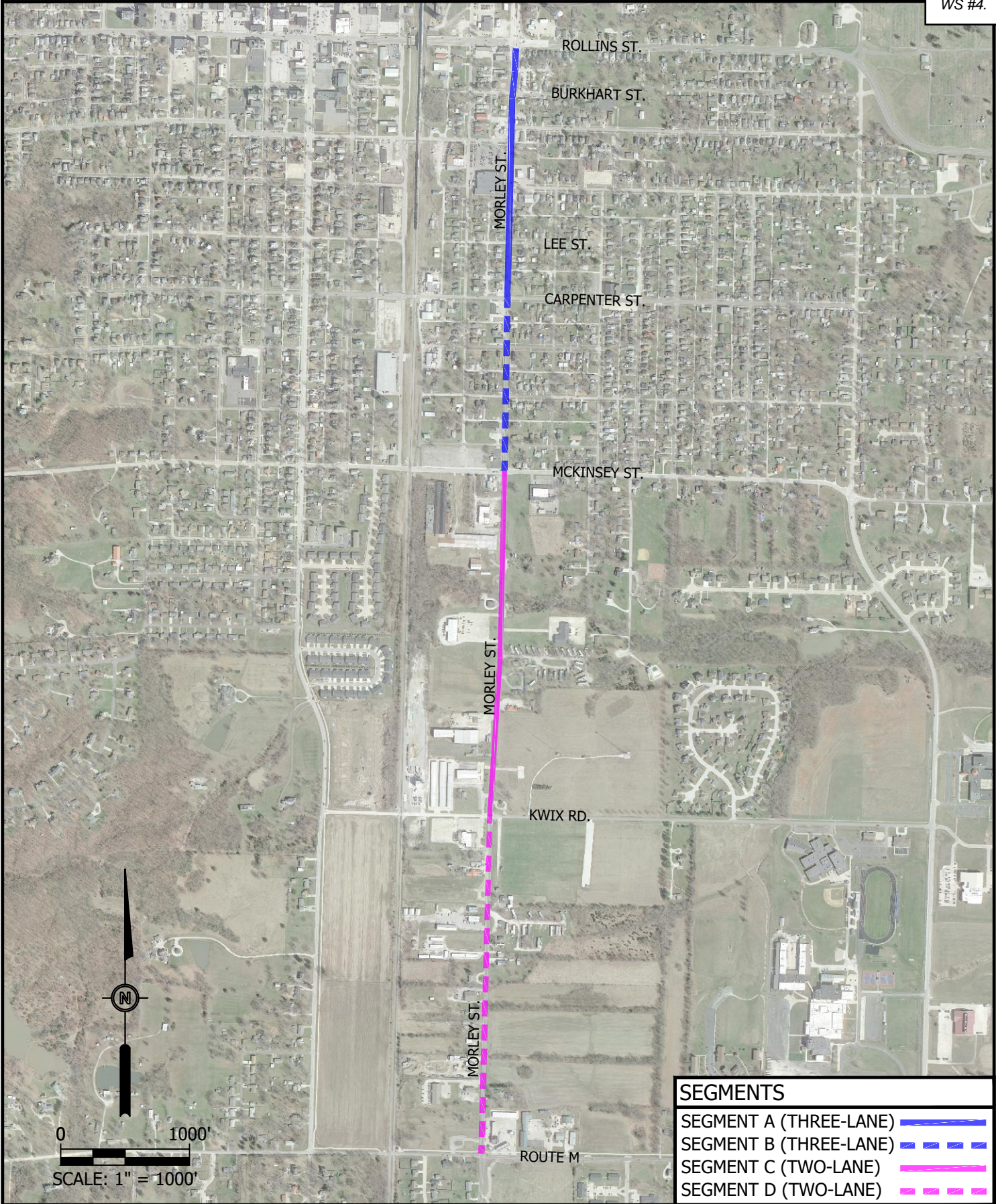
**Fund Name:** N/A

**Account Number:** N/A

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

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





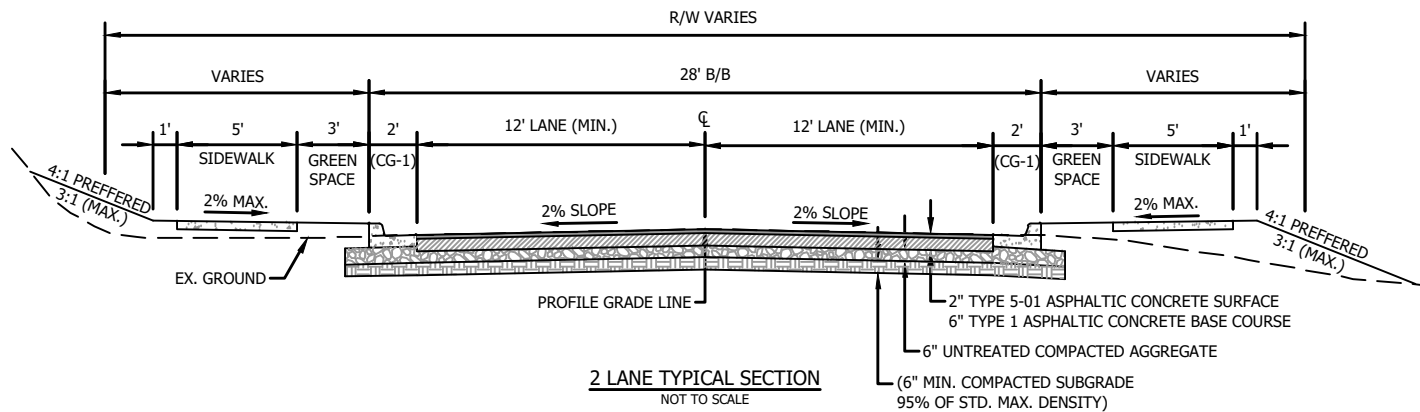
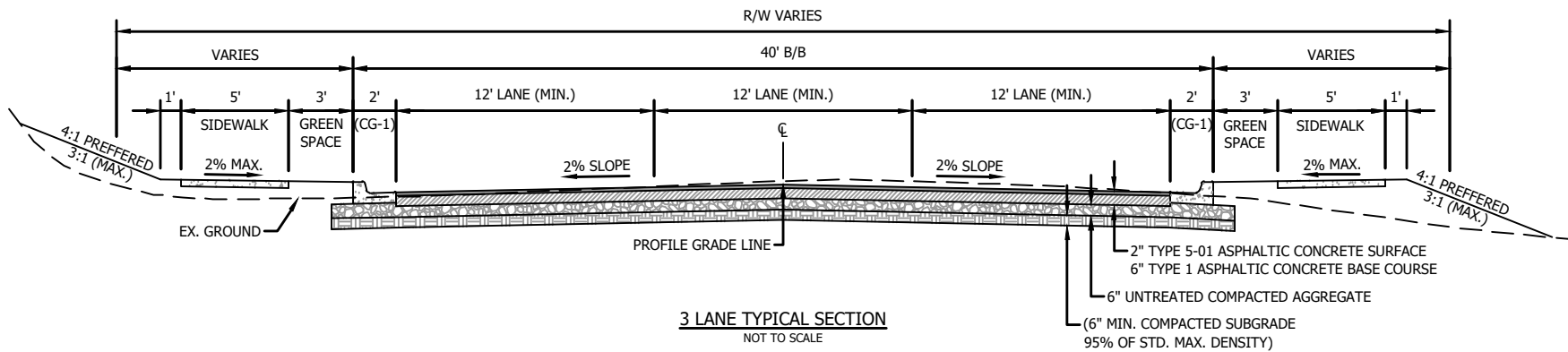
SEGMENTS	
SEGMENT A (THREE-LANE)	
SEGMENT B (THREE-LANE)	
SEGMENT C (TWO-LANE)	
SEGMENT D (TWO-LANE)	

 <a href="http://www.bartlettwest.com">www.bartlettwest.com</a>	<b>2021 TRAFFIC STUDY</b> <b>MORLEY STREET</b> <b>MOBERLY, MISSOURI</b>	PROJ NO: 19254.029	SHEET NUMBER <b>1</b>
		DATE: APRIL 2021	OF 2

Drawing Name: W:\Proj\19000\19254\19254.029\AutoCad\Presentation\19254.029C\_ Exhibits.dwg Layout Name: Exhibit (1) Plotted By: PAB00986 Plotted on: 3/9/2021 6:07:39 PM



SHEET NUMBER	WS #4.	
	<b>2</b>	OF
PROJ NO:	19254.029	
DATE:	APRIL 2021	
<b>2021 TRAFFIC STUDY</b> <b>MORLEY STREET</b> <b>MOBERLY, MISSOURI</b>		
<b>Bartlett &amp; West</b> <a href="http://www.bartlettwest.com">www.bartlettwest.com</a>		





## Preliminary Engineer's Opinion of Probable Construction Costs

**Project:** Morley Street Improvements**Date:** March 26, 2021**Project No.:** 19254.029

Segment 1 - Burkhart St to Carpenter St

Item No.	Description	Plan Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
202-20.10	Removal of Improvements	1	LS	\$ 46,000	\$ 46,000
203-99.01	Earthwork	1	LS	\$ 55,000	\$ 55,000
304-05.04	Type 5 Aggregate for Base (4 in. Thick)	3,597	SY	\$ 8	\$ 28,773
304-05.04	Type 5 Aggregate for Base (6 in. Thick)	4,347	SY	\$ 12	\$ 52,160
608-10.10	Concrete Curb Ramp	100	SY	\$ 120	\$ 12,000
608-10.12	Truncated Domes	180	SF	\$ 35	\$ 6,300
608-60.04	Concrete Sidewalk (4" thick x 5' wide)	1,333	SY	\$ 70	\$ 93,333
608-99.01	Optional Pavement @ Stop Controlled Streets	373	SY	\$ 100	\$ 37,333
608-99.05	Commercial Driveway Approach / Alleys	624	SY	\$ 100	\$ 62,400
608-99.06	Residential Driveway Approach	400	SY	\$ 80	\$ 32,000
609-99.03	Type CG-1 Curb and Gutter	866	LF	\$ 35	\$ 30,310
726-13.24	24" Class III Reinforced Concrete Pipe Culvert	3,260	LF	\$ 110	\$ 358,600
731-99.01	Type A Curb Inlet (2'x4')	14	EA	\$ 3,800	\$ 53,200
401-99.05	Bituminous Pavement Mixture, Surface (SP-125), 1.5 in.	4,347	SY	\$ 7	\$ 30,427
401-99.35	Bituminous Pavement Mixture, Base, 8.5 in.	4,347	SY	\$ 28	\$ 121,707
616-99.01	Traffic Control	1	LS	\$ 28,000	\$ 28,000
618-10.00	Mobilization	1	LS	\$ 71,000	\$ 71,000
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	336	LF	\$ 15	\$ 5,040
	4" White Pavement Marking	3,260	LF	\$ 1	\$ 3,260
	4" Yellow Pavement Marking	3,260	LF	\$ 1	\$ 3,260
627-40.00	Contractor Furnished Surveying and Staking	1	LS	\$ 14,000	\$ 14,000
805-10.00A	Seeding - Cool Season Mixtures	1	LS	\$ 18,000	\$ 18,000
806-99.01	Erosion Control	1	LS	\$ 18,000	\$ 18,000
	Contingency			20%	\$ 236,000
	<b>Total Base Construction Bid</b>				<b>\$ 1,416,103</b>
	Preliminary Engineering/Design			20%	\$ 283,221
	Construction Engineering			15%	\$ 212,415
	<b>Total Project Cost</b>				<b>\$ 1,911,739</b>

This project cost opinion was prepared using bid tabulation information available at the time of preparation and is prepared in good faith using engineer's judgment and experience. The engineer makes no guarantee as to the actual costs for construction. At the time of preparation, the third party utility relocation needs were unknown, and therefore, are not included in this estimate.

### Project Details

Roadway Length	1,630	lf
Length of Sidewalk Total:	3,260	lf
Ramps:	18	ea
Residential Drives:	10	ea
Commercial Drives / Alleys:	13	ea
Stop Controlled Xings:	7	ea

CCO Form: FS08  
 Approved: 03/04 (BDG)  
 Revised: 03/17 (MWH)  
 Modified:

Route Bus. 63, Randolph County  
 Project No. JNE0002  
 City of Moberly

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on June 17, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project JNE0002.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Business Route 63 from Burkhart Street to Carpenter Street

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Northeast (NE) District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.



(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) ENVIRONMENTAL: The Entity shall be responsible for obtaining all the necessary clearances, certifications and classification for environmental, historical and cultural requirements in accordance with the Commission requirements prior to the Plans, Specifications, and Estimates (PS&E) submittal date.

(10) REVIEW OF BIDS AND CONTRACT AWARD: The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to the Commission requirements. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission.

(11) REASONABLE PROGRESS: If the project is withdrawn for not meeting reasonable progress, the Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

(12) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project cost is currently estimated to be Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322) and will include preliminary engineering, preliminary engineering review, right of way acquisitions, right of way review, utilities, construction, inspection and construction engineering review. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The Commission will pay for fifty percent (50%) of the total project cost, not to exceed One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). Of this amount, the Commission shall provide One Million, Fifty Six Thousand, One Hundred Sixty One dollars (\$1,056,161) from the Commission's Cost Share program, of which One Hundred Forty-Seven Thousand, Eight Hundred One dollars (\$147,801) is available in State Fiscal Year 2022 and Nine Hundred Eight Thousand, Three Hundred Sixty dollars (\$908,360) is available in State Fiscal Year 2024, and preliminary engineering review, construction engineering review, and right of way review services by its District Program Delivery personnel estimated to total Ten Thousand dollars (\$10,000)

(C) The Entity shall be responsible for fifty percent (50%) of the total project cost, currently estimated at One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). The Entity may invoice the Commission monthly after Commission Cost Share program eligible project costs are incurred: beginning in July 1, 2021. The check from the Commission of the Entity will be made payable to the Entity, the City of Moberly.

(D) The Entity shall be responsible for the balance of the project in excess of Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322). The Entity shall be responsible for all cost overruns.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. The Commission will review the parcels being acquired and approve legal descriptions prior to the deeds being executed by the property owners. The Entity shall submit to the Commission the Right of Way Clearance Certification in a form provided to the Entity by the Commission. Upon approval of all agreements, plans and specifications by the Commission, the Entity shall file copies of the plans with the City Clerks and County Clerk of Randolph County and proceed to acquire any necessary right of way required for the construction of the improvement.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or



benefits to anyone other than the Commission and the Entity.

(17) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(20) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(21) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(23) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(24) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Attn: Paula Gough, Northeast District Engineer  
1711 S. Highway 61  
Hannibal, Mo 63401  
Facsimile No.: (573)248-2497  
Email: Paula.Gough@modot.mo.gov

City of Moberly to: Tom Sanders  
101 West Reed Street  
Moberly Mo 65270  
Facsimile No.: (660)263-9398  
Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement.

(25) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(26) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation



and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Moberly

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

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

Ordinance No \_\_\_\_\_

**Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.**



# Exhibit A



## Exhibit B

**Project Name:** City of Moberly Business 63 Corridor Improvements

**MoDOT Project Number:** JNE0002

**Description:** Widen Business Route 63 and add a center turn lane from Burkhardt Street to Carpenter Street

**Total Project Cost Estimate:** \$2,132,322

**Local Entity:** City of Moberly

	Current Estimate	Cost Share Eligible
Preliminary Engineering (City Consultant)	\$300,601	\$300,601
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way (City)	\$15,500	\$15,500
Right of Way Review (MoDOT)	\$1,000	\$1,000
Construction (City)	\$1,570,627	\$1,570,627
Construction Engineering (City Consultant)	\$235,594	\$235,594
Construction Engineering Review (MoDOT)	\$4,000	\$4,000
Total	\$2,132,322	\$2,132,322

### Project Responsibilities:

Design	City of Moberly
Letting	City of Moberly
Inspection	City of Moberly

### Financial Responsibilities:

District	\$10,000	0.5%
Cost Share Funds	\$1,056,161	49.5%
City of Moberly	\$1,066,161	50%
Total:	\$2,132,322	100%

### How are overruns and under runs handled?

All overruns will be paid by the Entity, the City of Moberly

All underruns will be split on a pro-rata share.



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #5.

Department: City Manager

Date: December 14, 2021

**Agenda Item:** Review of the Updated Salary Study by Austin Peters Group.

**Summary:** In July of 2021, the council authorized a letter of understanding with The Austin Peters Group for a market survey compensation update. The market survey has been completed and reviewed by staff. The With upcoming minimum wage increases statewide, the city will need to be prepared for the increased costs in labor. The Austin Peters Group, Inc. has conducted all city salary studies since 2017. This review gave a full review of the pay scale, positions, current pay of the city and compare to other cities. It also gave a recommendation option for the city to review. A city-wide study has not been completed since 2017. Austin Peters started this survey in August and submitted the draft in Moberly. This information is presented in the attached report.

**Recommended**

**Action:** Review of Salary Study.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

M\_\_\_ S\_\_\_ **Davis**      \_\_\_      \_\_\_

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

Passed      Failed



Market Survey Update  
City of Moberly, Missouri  
December 2, 2021



Team:

Elizabeth Tatarko, Vice President  
Rebecca Crowder, President  
Peter Tatarko, Consultant  
4809 Prairie Vista  
Fort Collins, CO 80526  
Ph (970) 266-8724  
Fax (913) 851-7529  
etatarko@austinpeters.com  
www.austinpeters.com



## Table of Contents

Items	Page #
I. Background and Introduction	3
II. Findings	3
III. Market Study and Results	4
Collection of Salary Data	5
Table 1: Survey Respondents	5
Table 2: Proposed Ranges by Position	7
Table 3: Benefits	11
Appendix – Market Survey Charts	16

## I. Background and Introduction

The City of Moberly, Missouri engaged the services of The Austin Peters Group (APG), Inc., based in Overland Park, Kansas and Fort Collins, Colorado. The service engagement was for a market study update and a compression analysis. APG has provided the City Manager with additional supporting documents for the project. This document is an overview of findings. This document is the final report for the City of Moberly.

## II. Findings

The City of Moberly approved engagement of The Austin Peters Group, Inc. to provide an updated market study August 4, 2021. The market study update follows a comprehensive compensation and classification study completed in 2017 and an update of pay for Fire and Police in 2019 for the Moberly.

The market study update provides findings at Average of the Market for the city to consider in implementation. Additional calculations were also completed with the City of Columbia, Missouri included for comparison.

**Finding 1:** Two options for movement of pay ranges are provided at the Average of the Market with and without Columbia included.

- Option 1: at the average of the market with Columbia the cost to move all employees is \$428,397.06. This amount represents the cost to bring employees to the new range minimum (\$291,748.63) and move employees through the range for compression adjustments (\$136,648.43). This calculation is an estimate that does not include overtime. This estimate includes part time and full-time employees, it does not include adjustments for seasonal employees.
- Option 2: at the average of the market excluding Columbia the cost to move all employees is \$399,669.46. This amount represents the cost to bring employees to the new range minimum (\$267,353.50) and move employees through the range for compression adjustments (\$132,315.95). This calculation is an estimate that does not include overtime. This estimate includes part time and full-time employees, it does not include adjustments for seasonal employees.

Law Enforcement pay and Fire pay was analyzed separately from all other employees and separate ranges were established. The City should move pay ranges according to an index that follows what pay ranges move for employers in Missouri. The proposed adjustments will increase competitiveness for all positions.

**Finding 2:** Comparison of benefits showed Moberly in a better position for health insurance coverage and cost for single and family coverage. This was true for dental coverage as well. Vision coverage is provided by Moberly along with the majority of their peers. No recommendations were made regarding benefits. A summary of comparisons of benefits is found in Table 3.



### III. Market Study and Results

#### Collection of Salary Data

The salary study was completed with data collected from peer cities used in the prior study. The market study update included all the positions from the prior study with adjustments for additional positions. A total of 71 job titles/positions were used in the market analysis.

Each market respondent was asked to complete a survey that included the following:

- Prior to finalizing the market survey instrument, Austin Peters Group met virtually with all department heads to review descriptions of positions to ensure changes from 2017 and 2019 were captured and reflected current positions.
- The salary survey that asked participants to match and rate their own positions with those in the salary survey. For each position, the respondent provided the title of the position, minimum pay, maximum pay, average or actual pay, number of people in the position, number of people supervised by the position, and exempt or non-exempt status under Fair Labor Standards Act. Hourly wage rates were reported as of July 1, 2021. A sample and guide were provided to assist respondents.
- Each Market Peer was contacted a minimum of three times using email and telephone. Many Market Peers were contacted more than three times to clarify positions, reporting, and responsibilities. Some peers were able to provide all of the data requested, while others were able to provide partial information.
- Market respondents were analyzed for a Cost-of-Living Index (COLI) published by the Council for Community and Economic Research (C2ER). COLI data is recognized by the U.S. Census Bureau, U.S. Bureau of Labor Statistics, CNN Money, and the President's Council of Economic Advisors. Wages were converted to local Moberly wage rates to assist with compensation planning.

A combined total of 27 respondents that included cities, one county, the school district, and utilities were represented in the market survey response (see Table 1).

**Table 1: Respondents to the Survey**

City	2020 Population	County	2019 COLI	Participated
Boonville	8418	Cooper	91.5	Yes
Cape Girardeau	39566	Cape Girardeau	91.4	Yes
Carthage	14708	Jasper	88.3	Yes
Columbia	121230	Boone	91.7	Yes
Excelsior Springs	11640	Clay and Ray	92.3	Yes
Farmington	18515	St. Francois	85.7	Yes
Fulton	12779	Callaway	89.4	Yes
Hannibal & Utility Service	17320	Marion and Ralls	92.6	Yes
Jackson	14872	Cape Girardeau	91.4	Yes
Kirksville	17554	Adair	87.5	Yes
Lebanon	14652	Laclede	86.3	No
Marshall & Utility Service	12949	Saline	90.5	Yes
Maryville	11696	Nodaway	87.4	Yes - MML data
Mexico	11543	Audrain	91	Yes
Moberly	13707	Randolph	90.6	Client
Neosho & Utility Service	11990	Newton	88.5	Yes
Poplar Bluff	17023	Butler	86.8	Yes
Randolph County		Randolph	90.6	Yes
Republic	16247	Christian and Greene	89.8	Yes
Sikeston & Utility Service	16200	Scott	89	Yes
Trenton	5770	Grundy	90.9	No
Troy	12079	Lincoln	90.3	No
Washington	14014	Franklin	90.6	Yes
Webb City	11721	Jasper	88.3	Yes
West Plains	12233	Howell	86.1	Yes
Central Christian College		Randolph	90.6	No
Central Methodist University		Randolph	90.6	No
Moberly Area Community College		Randolph	90.6	No
Moberly Area Technical Center		Randolph	90.6	Yes
Moberly Correctional Center		Randolph	90.6	No
Moberly Public Schools		Randolph	90.6	Yes
Moberly Regional Medical Center		Randolph	90.6	No

**Additional State of Missouri data was collected for law enforcement and U.S. Bureau of Labor Statistics data was utilized.**



Once salary survey data was collected, the review with current positions and ranges was used to develop adjusted pay ranges. No positions or employees received a proposed decrease in pay. APG has provided the City Manager with a detailed analysis by person as to financial adjustments.

The proposed ranges for positions are in Table 2.

**Table 2: Proposed Ranges by Position**

DEPT	JOB TITLE	HOURLY RANGE MINIMUM	HOURLY RANGE MAXIMUM		PROPOSED HOURLY RANGE MINIMUM	PROPOSED HOURLY RANGE MAXIMUM
Parks & Recreation	Concession Manager	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	Concession Supervisor	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	Concession Worker	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	Head Lifeguard	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	Lifeguard	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	Seasonal Maintenance Worker	\$ 9.77	\$ 14.66		\$ 11.15	\$ 14.66
Parks & Recreation	PT Custodian	\$ 9.77	\$ 14.66		\$ 12.23	\$ 16.89
Parks & Recreation	PT Park Ranger	\$ 9.77	\$ 14.66		\$ 12.23	\$ 16.89
Parks & Recreation	PT Laborer	\$ 9.77	\$ 14.66		\$ 12.23	\$ 16.89
Public Works - Airport	PT Airport Attendant	\$ 9.77	\$ 14.66		\$ 12.23	\$ 16.89
Police	Custodian	\$ 10.46	\$ 15.69		\$ 12.43	\$ 17.16
Parks & Recreation	Custodian	\$ 10.46	\$ 15.69		\$ 12.43	\$ 17.16
Parks & Recreation	Semi-Skilled Mtc Worker	\$ 11.43	\$ 17.14		\$ 13.19	\$ 18.21
Utilities - Water Administration	Utility Clerk	\$ 9.77	\$ 14.66		\$ 14.42	\$ 19.91
Utilities - Water Administration	Customer Service Representative	\$ 11.43	\$ 17.14		\$ 14.52	\$ 20.05
Police	Animal Control	\$ 12.07	\$ 18.11		\$ 14.52	\$ 20.05
Public Works	Light Equipment Operator	\$ 12.07	\$ 18.11		\$ 14.52	\$ 20.05
Public Works	Semi-Skilled Mtc Worker	\$ 13.99	\$ 19.70		\$ 14.52	\$ 20.05
Utilities - Water D & C	Semi-Skilled Mtc Worker	\$ 13.99	\$ 19.70		\$ 14.52	\$ 20.05
Administration	Administrative Assistant	\$ 12.72	\$ 19.08		\$ 15.02	\$ 20.74
Community Development	Administrative Assistant	\$ 12.72	\$ 19.08		\$ 15.02	\$ 20.74
Police	Administrative Assistant	\$ 12.72	\$ 19.08		\$ 15.02	\$ 20.74
Administration	Administrative Assistant	\$ 12.72	\$ 19.08		\$ 15.02	\$ 20.74
Utilities - Water Administration	Administrative Assistant	\$ 12.72	\$ 19.08		\$ 15.02	\$ 20.74



Police	Evidence Clerk	\$ 9.77	\$ 14.66		\$ 15.02	\$ 20.74
Police	Communication Operator	\$ 13.20	\$ 18.47		\$ 15.11	\$ 20.87
Parks & Recreation	Recreation Assistant	\$ 12.72	\$ 19.08		\$ 15.74	\$ 21.73
Community Development	Property Mtc Inspector	\$ 10.46	\$ 15.69		\$ 15.74	\$ 21.73
Utilities - Water D & C	Heavy Equipment Operator	\$ 15.00	\$ 21.09		\$ 16.13	\$ 22.27
Parks & Recreation	Skilled Mtc Worker	\$ 15.96	\$ 24.13		\$ 16.13	\$ 22.27
Public Works	Skilled Mtc Worker	\$ 15.96	\$ 24.13		\$ 16.13	\$ 22.27
Utilities - Water D & C	Skilled Mtc Worker	\$ 15.96	\$ 24.13		\$ 16.13	\$ 22.27
Public Works	Mechanic	\$ 15.92	\$ 23.87		\$ 16.13	\$ 22.27
Utilities - Water Plant	Lake Ranger Sugar Creek				\$ 16.13	\$ 22.27
Parks & Recreation	Facility Supervisor	\$ 12.07	\$ 18.11		\$ 16.13	\$ 22.27
Administration	Deputy City Clerk	\$ 12.72	\$ 19.03		\$ 16.78	\$ 23.17
Police	Police Court Clerk	\$ 12.72	\$ 19.08		\$ 16.78	\$ 23.17
Finance	Accountant	\$ 13.39	\$ 20.09		\$ 16.78	\$ 23.17
Parks & Recreation	Office Manager	\$ 14.35	\$ 21.52		\$ 16.78	\$ 23.17
Police	Head Dispatcher	\$ 13.34	\$ 18.67		\$ 16.78	\$ 23.17
Utilities - Wastewater	Wastewater Operator: D	\$ 13.39	\$ 20.09		\$ 17.22	\$ 23.78
Utilities - Water Plant	Water Plant Operator: D	\$ 13.39	\$ 20.09		\$ 17.22	\$ 23.78
Utilities - Wastewater	Wastewater Operator: C	\$ 13.39	\$ 20.09		\$ 19.37	\$ 26.75
Utilities - Water Plant	Water Plant Operator: C	\$ 13.39	\$ 20.09		\$ 19.37	\$ 26.75
Utilities - Wastewater	Wastewater Water Quality Coordinator	\$ 13.99	\$ 20.99		\$ 19.37	\$ 26.75
Parks & Recreation	Recreation Supervisor	\$ 15.92	\$ 23.87		\$ 19.37	\$ 26.75
Parks & Recreation	Athletic Complex Supervisor	\$ 15.92	\$ 23.87		\$ 19.37	\$ 26.75
Community Development	Code Enforcer/Building Inspector	\$ 13.39	\$ 20.09		\$ 19.37	\$ 26.75
Utilities - Wastewater	Wastewater Operator: B	\$ 13.39	\$ 20.09		\$ 19.47	\$ 26.88
Utilities - Water Plant	Water Plant Operator: B	\$ 13.39	\$ 20.09		\$ 19.47	\$ 26.88
Utilities - Wastewater	Wastewater Operator: A	\$ 13.99	\$ 20.09		\$ 19.83	\$ 27.38
Utilities - Water Plant	Water Plant Operator: A	\$ 13.99	\$ 20.09		\$ 19.83	\$ 27.38
Parks & Recreation	Superintendent Parks	\$ 16.62	\$ 27.78		\$ 20.08	\$ 27.73
Public Works	Foreman/Heavy Equip Operator	\$ 17.53	\$ 25.48		\$ 20.08	\$ 27.73
Utilities - Water D & C	Water Distribution Foreman	\$ 17.53	\$ 25.48		\$ 20.08	\$ 27.73

Finance	Assistant Finance Director	\$ 15.92	\$ 23.87		\$ 22.79	\$ 31.47
Utilities - Wastewater	Chief Wastewater Operator	\$ 18.52	\$ 27.78		\$ 22.79	\$ 31.47
Utilities - Water Plant	Chief Water Operator	\$ 18.52	\$ 27.78		\$ 22.79	\$ 31.47
Administration	City Clerk	\$ 18.52	\$ 27.78		\$ 24.38	\$ 33.66
Public Works	Street Superintendent	\$ 18.52	\$ 27.78		\$ 24.38	\$ 33.66
Parks & Recreation	Director	\$ 26.49	\$ 39.74		\$ 28.65	\$ 39.56
Administration	Human Resource Director	\$ 26.49	\$ 39.74		\$ 28.65	\$ 39.56
Utilities	Director of Utilities	\$ 32.18	\$ 48.27		\$ 31.32	\$ 43.24
Administration	City Attorney				\$ 31.32	\$ 43.24
Finance	Finance Director	\$ 26.49	\$ 39.74		\$ 34.63	\$ 47.82
Community Development & Public Works	Director of Public Works/Comm Dev	\$ 29.23	\$ 43.84		\$ 34.63	\$ 47.82
Administration	City Manager	\$ 40.87	\$ 61.30		\$ 49.11	\$ 67.81
DEPT	JOB TITLE	HOURLY RANGE MINIMUM	HOURLY RANGE MAXIMUM		PROPOSED HOURLY RANGE MINIMUM	PROPOSED HOURLY RANGE MAXIMUM
Fire	Firefighter	\$ 10.57	\$ 15.69		\$ 13.51	\$ 18.58
Fire	Fire Engineer	\$ 11.54	\$ 17.14		\$ 14.83	\$ 20.39
Fire	Fire Lieutenant	\$ 13.50	\$ 20.09		\$ 16.68	\$ 22.93
Fire	Fire Captain	\$ 18.67	\$ 27.78		\$ 17.66	\$ 24.27
Fire	Fire Chief	\$ 26.60	\$ 39.74		\$ 30.29	\$ 41.64
DEPT	JOB TITLE	HOURLY RANGE MINIMUM	HOURLY RANGE MAXIMUM		PROPOSED HOURLY RANGE MINIMUM	PROPOSED HOURLY RANGE MAXIMUM
Police	Police Officer	\$ 15.77	\$ 22.62		\$ 17.87	\$ 24.31
Police	Police Detective	\$ 16.13	\$ 23.15		\$ 19.32	\$ 26.27
Police	School Resource Officer	\$ 16.13	\$ 23.15		\$ 19.32	\$ 26.27
Police	Police Corporal	\$ 16.68	\$ 23.70		\$ 19.81	\$ 26.94
Police	Police Corporal/Detective	\$ 16.68	\$ 23.70		\$ 19.81	\$ 26.94



Police	Police Sergeant	\$ 19.26	\$ 27.85		\$ 21.44	\$ 29.16
Police	Police Sergeant - Detective	\$ 19.26	\$ 27.85		\$ 21.44	\$ 29.16
Police	Commander	\$ 20.30	\$ 29.41		\$ 25.91	\$ 35.24
Police	Police Chief	\$ 29.93	\$ 44.39		\$ 33.26	\$ 45.23

**Table 3: Benefits - Summary of Insurance and Benefits**

**Health Insurance, Benefits, and Leave** - represents a summary of results of information provided. Not all organizations provided information on benefits and leave.

**Respondents with Multiple Plans:** 6 respondents

**Benefits Report for Moberly, Missouri**

Benefits Item	Employer Share %		Employer Monthly Amount		Additional Information	
	Moberly	Peer Group Average	Moberly	Peer Group Average	Moberly	Peer Group Average
Health Insurance (single)	100/92.3 %	98% 14 - yes	\$700/650	\$624 14 – yes	United Healthcare	Anthem/BCBS (4); United Health (3); Health Link (2); Auxiant (1); Benefit Mgmt (1); Consociate (1); Unknown (1)
Health Insurance (family)	73/69%	51 12 - yes 2 - no	\$1089.93/ 1089.93	\$989	United Healthcare	Same as above
Vision (single)	100/92.3 %	21% 3 - yes 9 - no	Included in health premium	\$2.67	United Healthcare	VSP (2); Anthem/BCBS (2) Eye Med (1); Group Benefit (1); MetLife (1); Standard (1); United Health (1); Unum (1)
Vision (family)	73/69%	10% 3 – yes 9 - no	Included in health premium	\$6.37	United Healthcare	Same as above
Dental (single)	100/100%	64% 9 – yes	\$69/69	\$17.60	United Healthcare	Delta (4); Health Link (2); Principal



		3 – no				(2); Colonial (1); Group Benefit (1); Standard (1); United Health (1)
Dental (family)	63/63%	22% 6 – yes 6 - no	\$69/69	\$18.90	United Healthcare	

Leave	Hours Per Year Provided General Employees		Hours Per Year Provided Police Employees		Hours Per Year Provided Fire Employees	
	Moberly	Peer Group Average	Moberly	Peer Group Average	Moberly	Peer Group Average
Vacation after 1 Year	80	83	80	94	100	169
Vacation after 5 years	120	119	120	133	190	223
Vacation after 10 years	160	151	160	163	260	274
Sick leave after 1 Year	96	85	96	99	144	140
Sick leave after 5 years	96	88	96	102	144	144
Sick leave after 10 years	96	88	96	102	144	144

For 2022, will you have:	All Employees Y/N		% Increase	
	Moberly	Participants Yes	Moberly	Participants Average % Change
COLA	N	9		1.98%
Step Increase	N	4		2.75%
Longevity	N	0		
Merit	N	5		2.25%
Other	Y	1		

**Please provide a list of Certification pay you provide (Example: Fire Instructor, Water Operator, CDL, Animal Control, etc....)**

Moberly:

Shift differentials pay of \$20.00 per pay period. Clothing for Officers \$750.00. SWAT Officers \$900.00. FTO \$75 per pay period during training. Fire: \$600 per year Clothing, Fire Instructor I or II, Fire Investigator or Inspector \$250 each. EMT B \$500. Step up pay \$1.50 hour to fill in for Engineer, Lt., Capt. Street and Water Distribution: CDL \$.25 hour; \$450 Clothing; DSIII \$250. Water Plant and WW Plant \$250 per each license and \$450 clothing allowance. All FT Employees \$60 Member to Aire Med Care and 50% of YMCA Membership.

Responses from Cities:

.35 an hour for Water/WW/Dist A; .19 an hour Water/WW/Dist B; .09 an hour for Water/WW/Dist C; .06 an hour for Water/WW/Dist D

Canine Officer: \$.32 hour; Detective \$.32; FTO/Drug Rec/Traffic/Bomb \$.32; Social Med \$.29; Fire Tech Rescue \$.08 hour; Paramedic 3.5% of pay; WW A \$.35 hour; WW B \$.17 hour; DS Water \$.35 hour; Class B Lab Analyst \$.35; Evid Tech \$.32 hour; Certified Admin Prof \$.29 hour; Applicator License \$.17 hour; Automotive \$.10 first cert; \$.07 second cert; \$.05 third cert. and additional Truck Certs for Medium and Heavy Equip.; ICC Bldg Insp \$.15 first cert; \$.10 second cert; \$.05 third cert; PHR Human Res \$.29 hour; Tool Allowance \$300/yr; Police Chief clothing \$600/yr; ModDOT TEch Cert \$.15 first cert; \$.10 second cert; \$.05 third cert. They eliminated pay for Education for new hires in 1994.

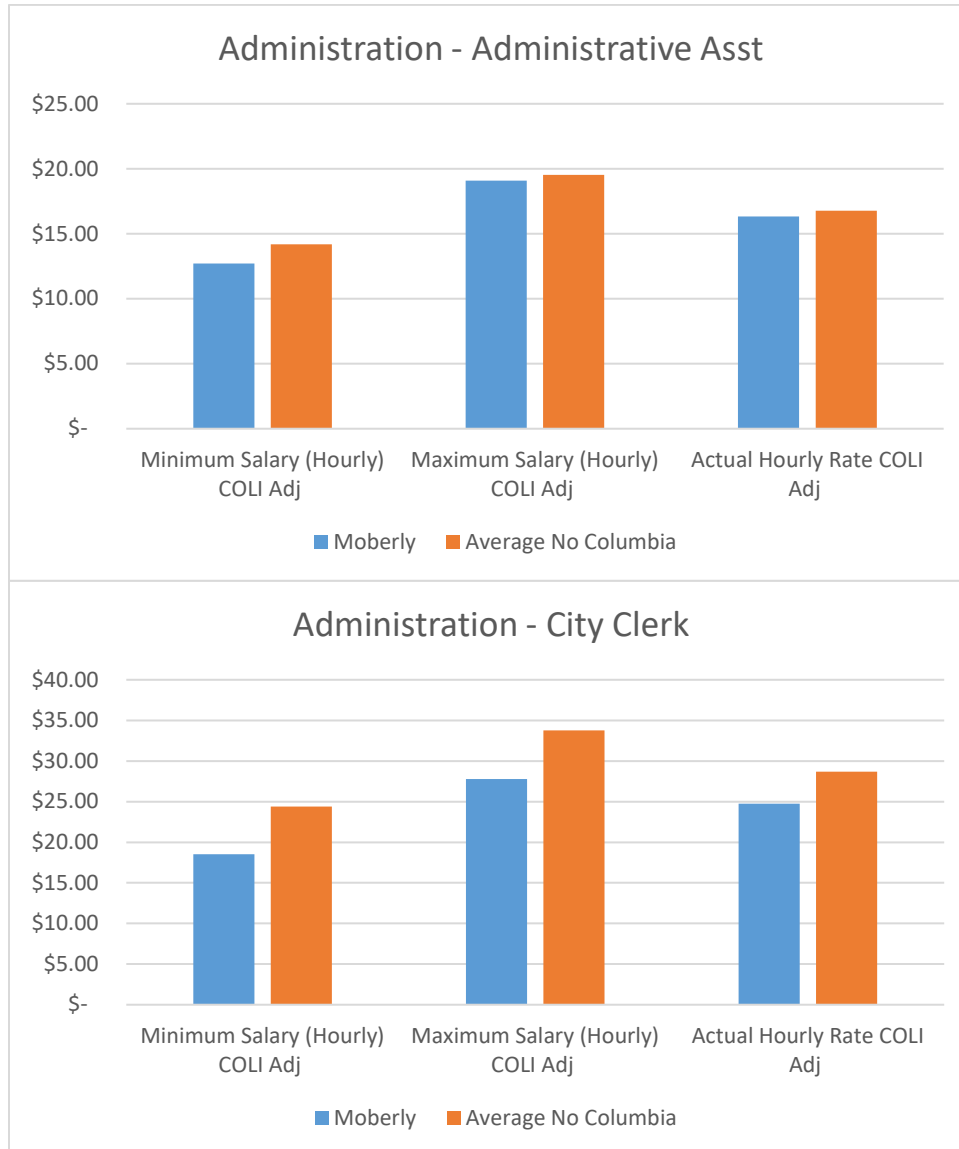


Fire Driver/Op; 5 different apprenticeship programs; Water and Wastewater certifications.
Any and all certificates that are job related
Pay for fire training.
CDL, EMT Certification & Renewal
Water Operator and Wastewater Operator
Certifications or necessary training is provided by the City.
None or Not applicable (4 cities)

<b>Do you have incentives for new hires or retention in public safety (fire, dispatch, police)? Please provide.</b>
Moberly: Police: Live in the city limits \$250.00 for housing & \$50.00 for utilities.
Fire has an Explorer program for new recruits. Paid Fire Academy training.
Yes - have program for Public Safety Recruits. Pay starts at \$14.60 an hour.
Yes. 10% raise after 6 months.
Yes. Fire pays for Rookie School. Police offers \$500 when probation ends, \$1000 at year 2, and \$3000 at year 5.
Offering a \$3,000 signing bonus for lateral public safety officers plus \$300/per year additional salary for prior years of services. Requires a 1yr contract. Paying 100% of the cost for the Law Enforcement Academy for new recruits (\$6,500) plus a \$1,000 per month stipend while enrolled in class. Requires a 3 year contract.
No or None (7 cities)

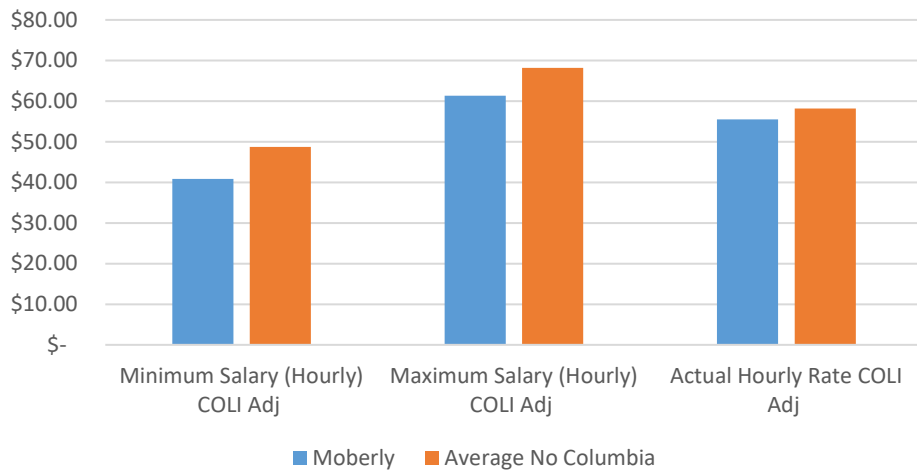
## Appendix 1: Market Survey Charts

Note: The charts reflect responses to the market survey and do not represent recommendations. COLI Adj – is an abbreviation for Cost-of-Living Index (COLI) adjustment outlined on page 4. Some positions were not included due to lack of response or comparability.

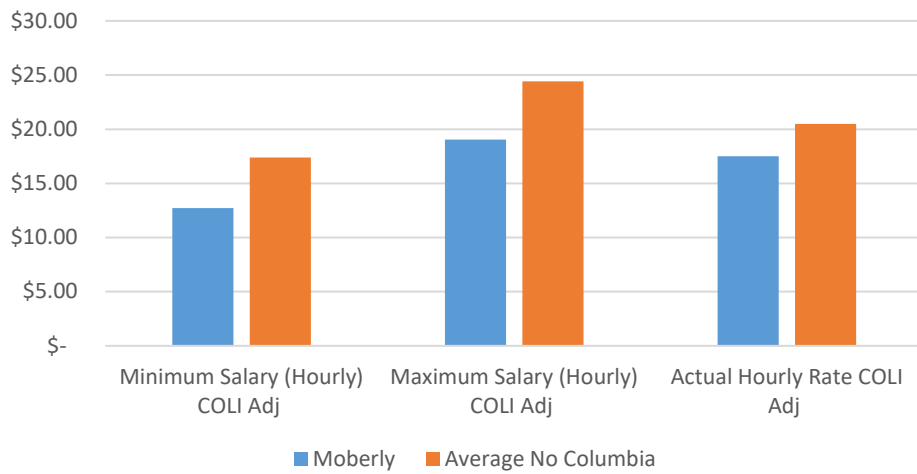




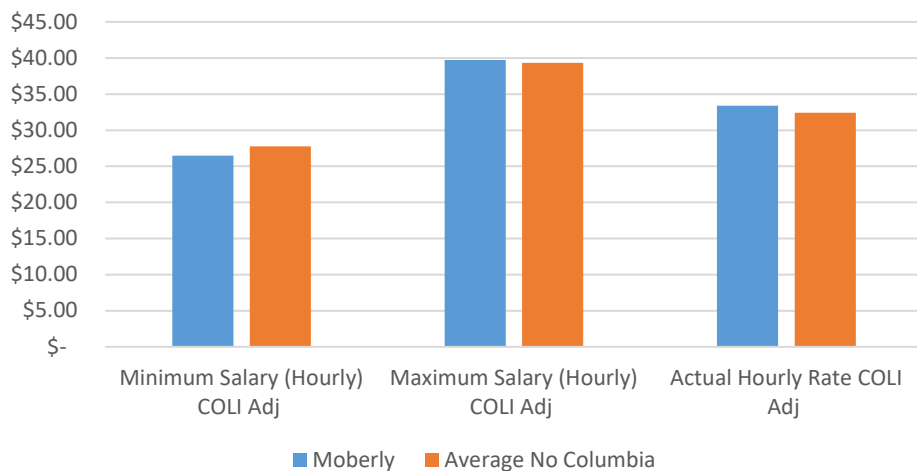
### Administration - City Manager



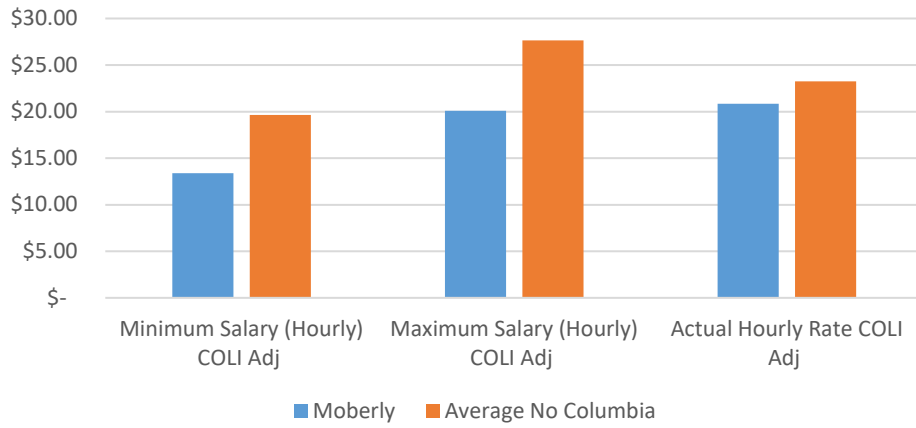
### Administration – Deputy City Clerk



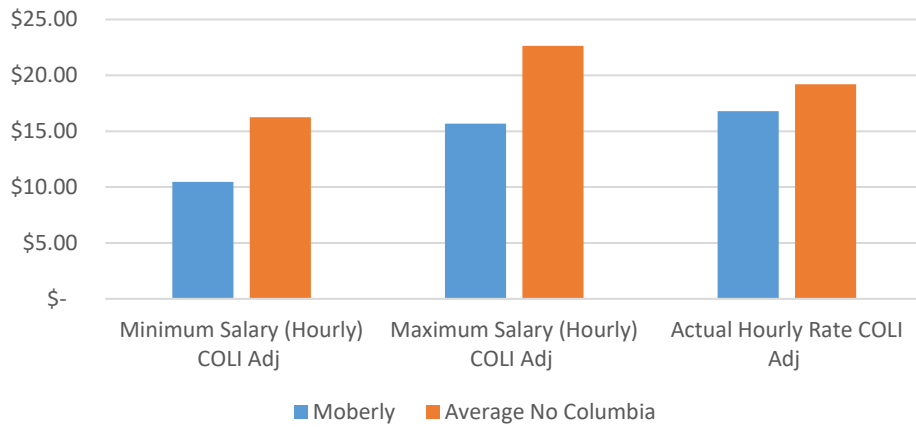
### Administration - HR Director



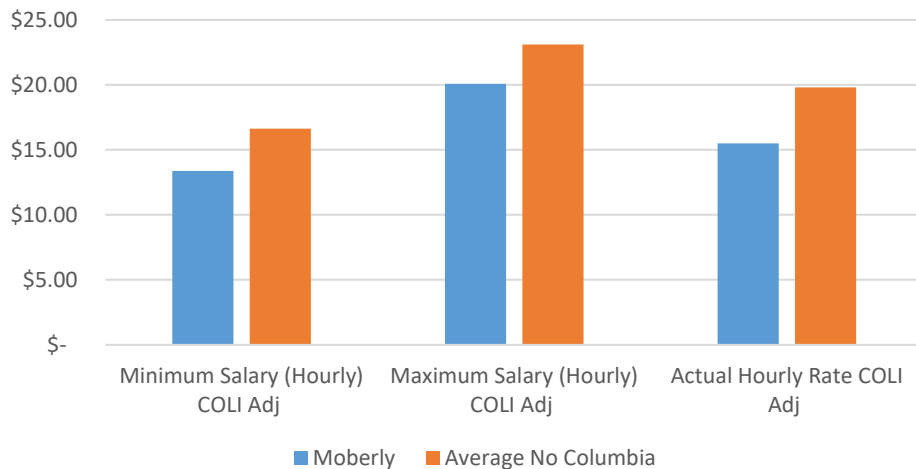
### Community Development - Code Enforcer/Building Inspector



### Community Development – Property Maintenance Inspector

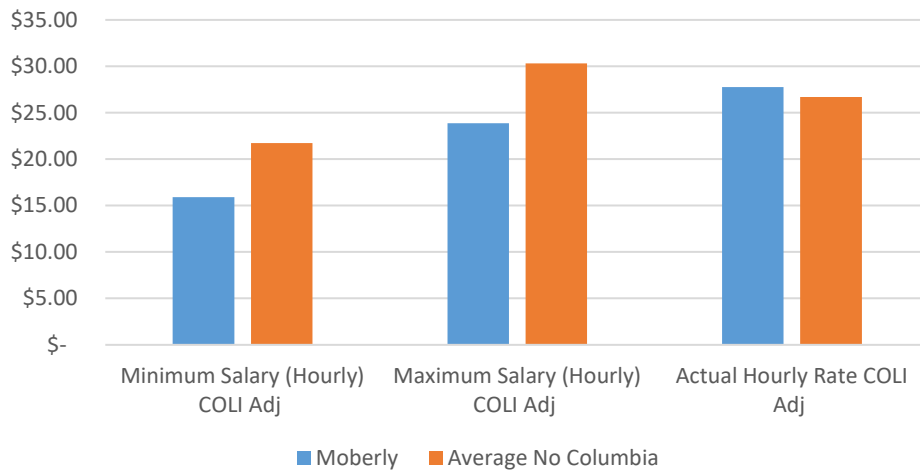


### Finance – Accounting Specialist

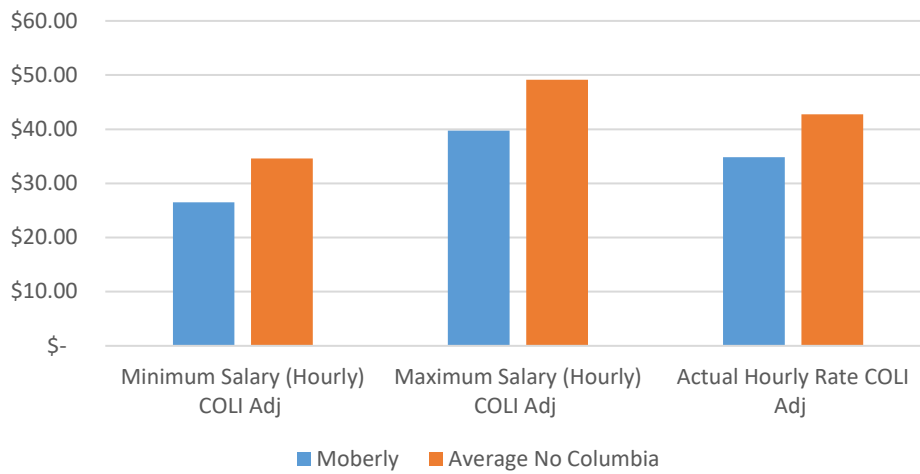




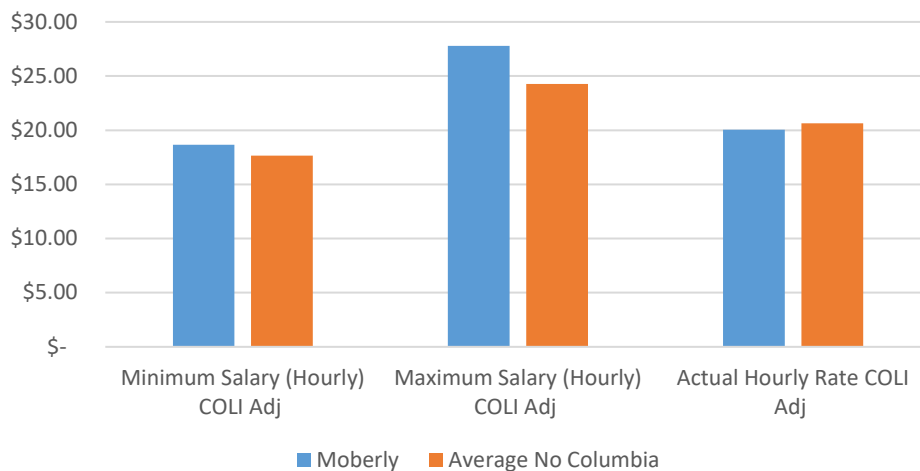
### Finance – Assistant Finance Director

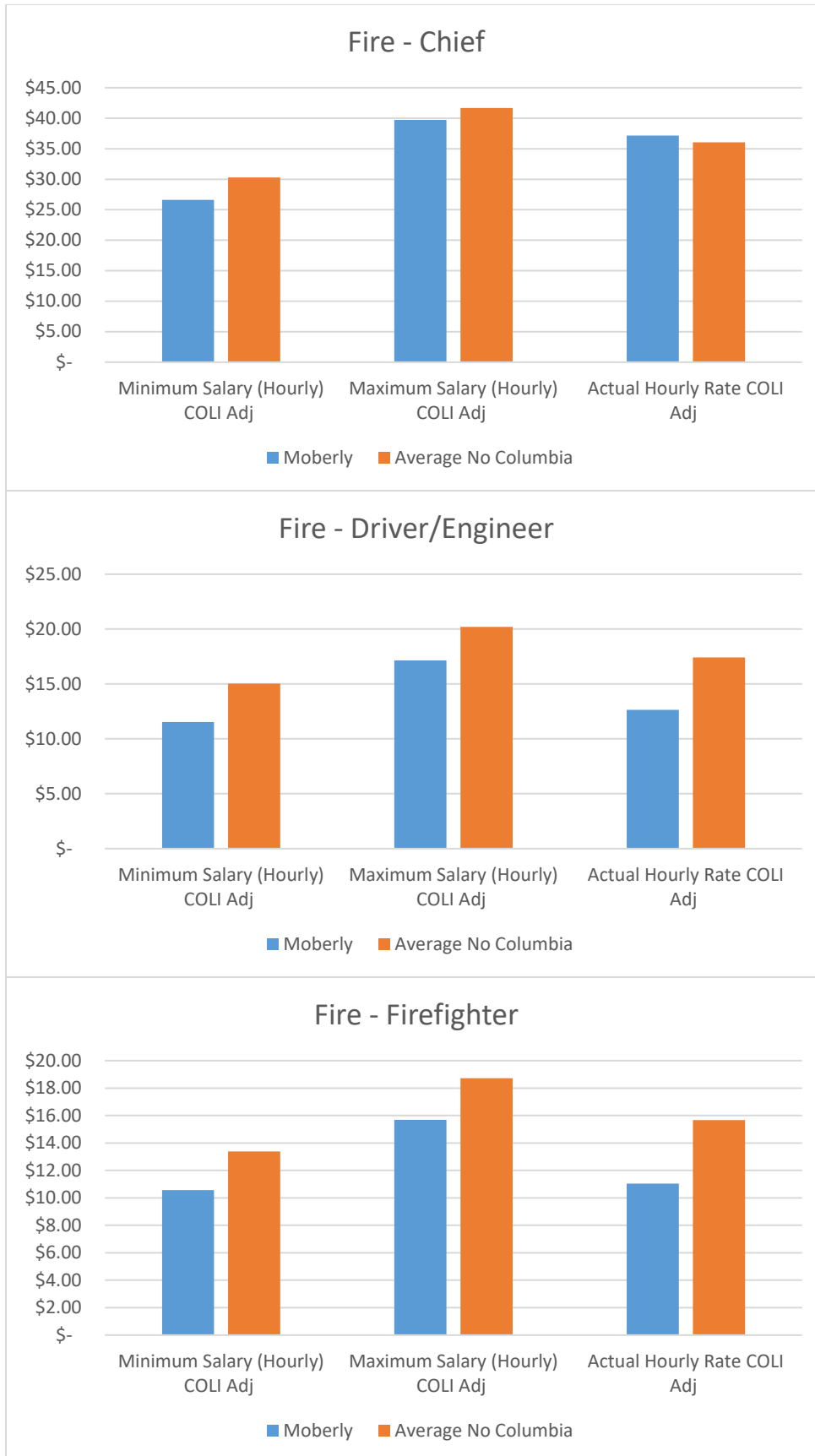


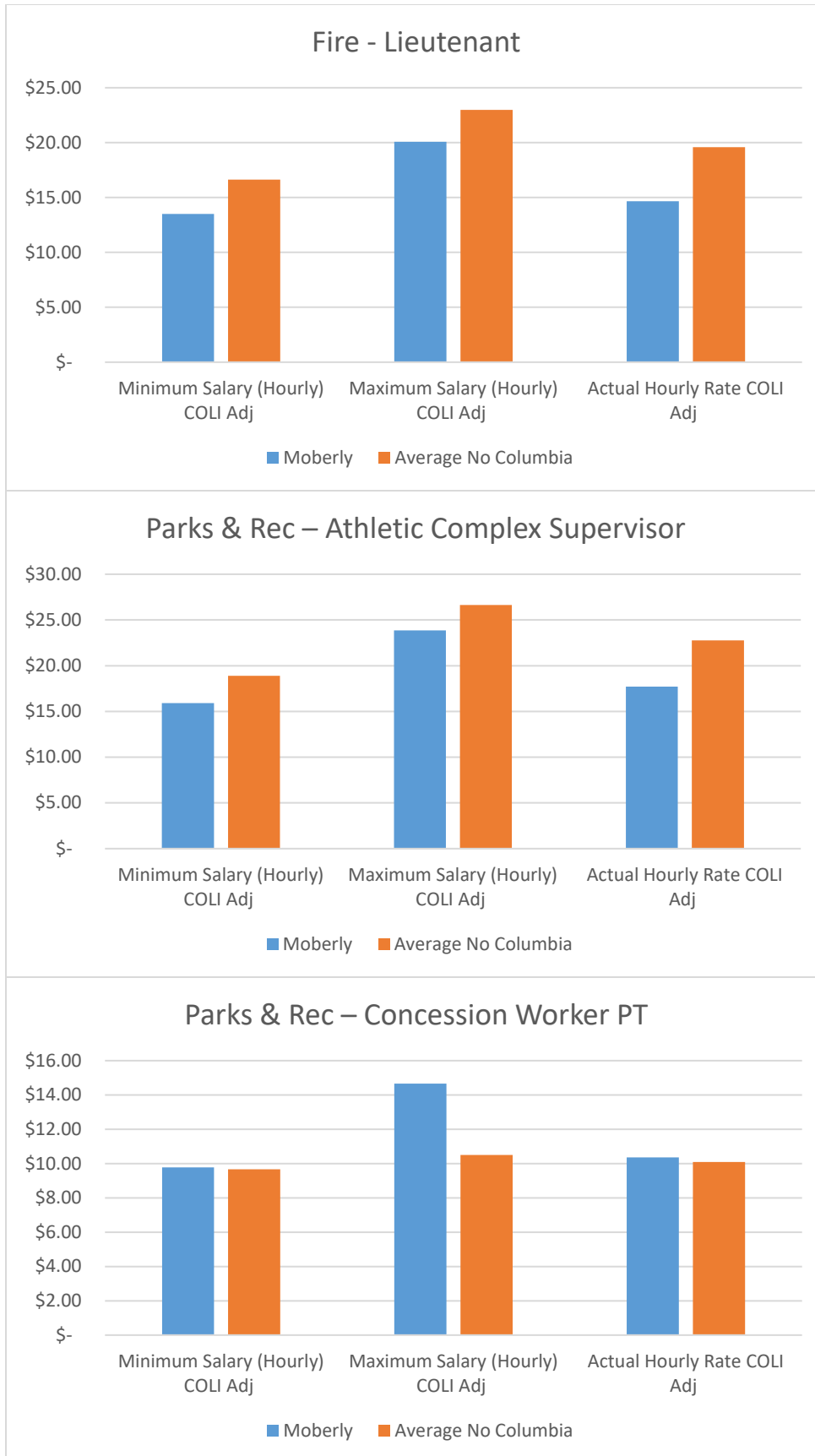
### Finance – Director



### Fire – Captain

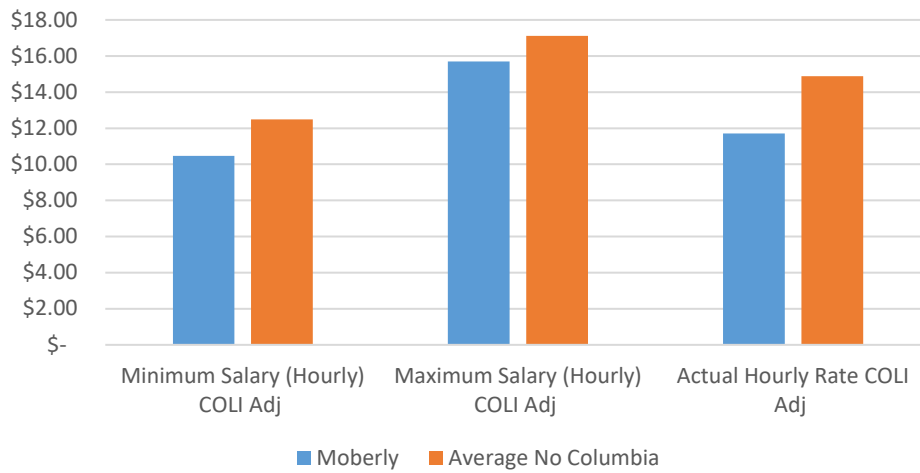




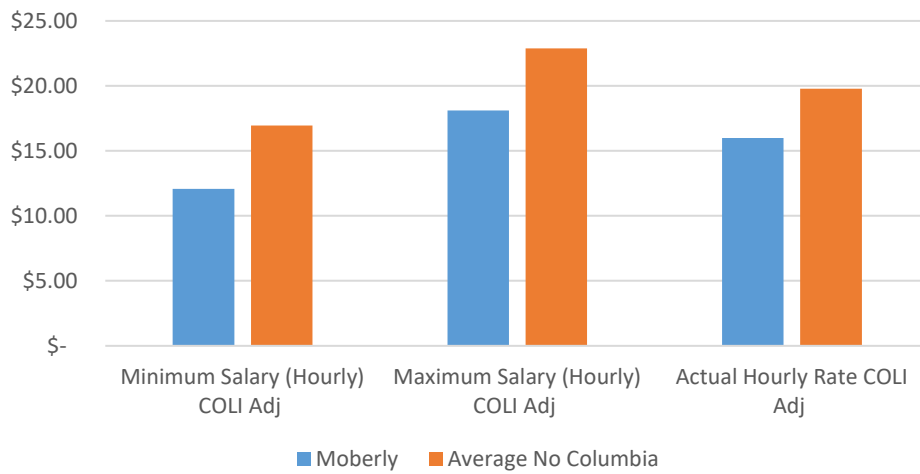




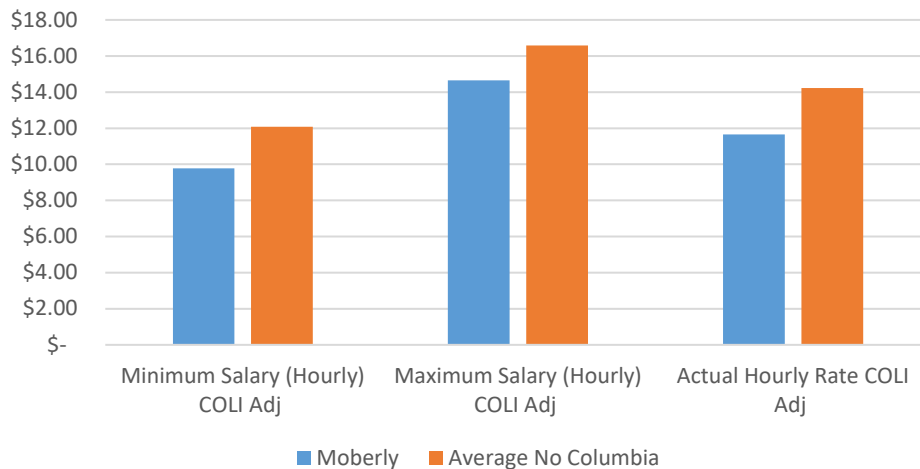
### Parks & Rec - Custodian FT



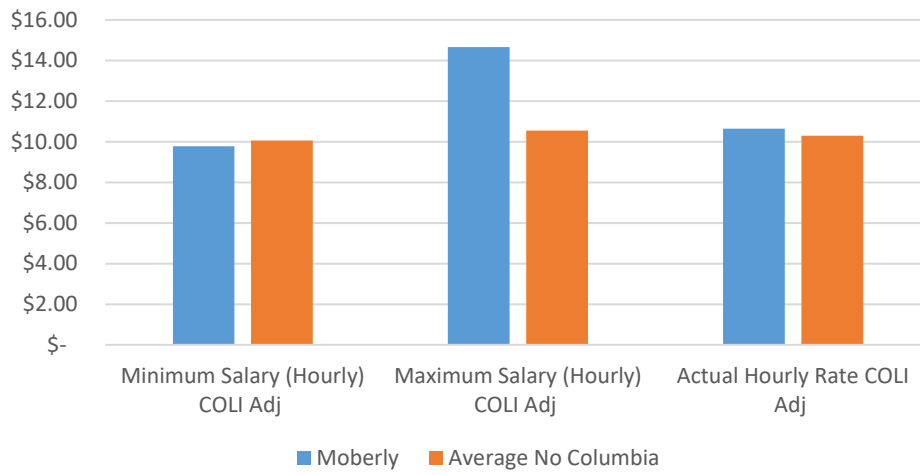
### Parks & Rec – Facility Supervisor



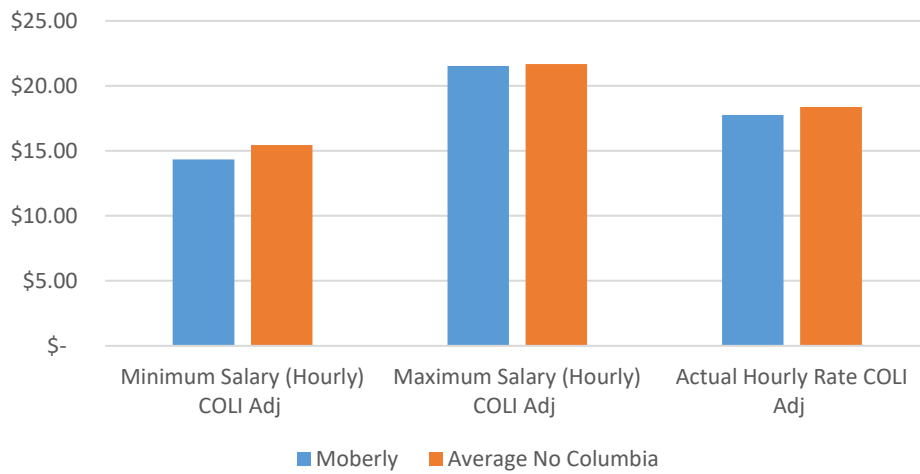
### Parks & Rec - Laborer PT



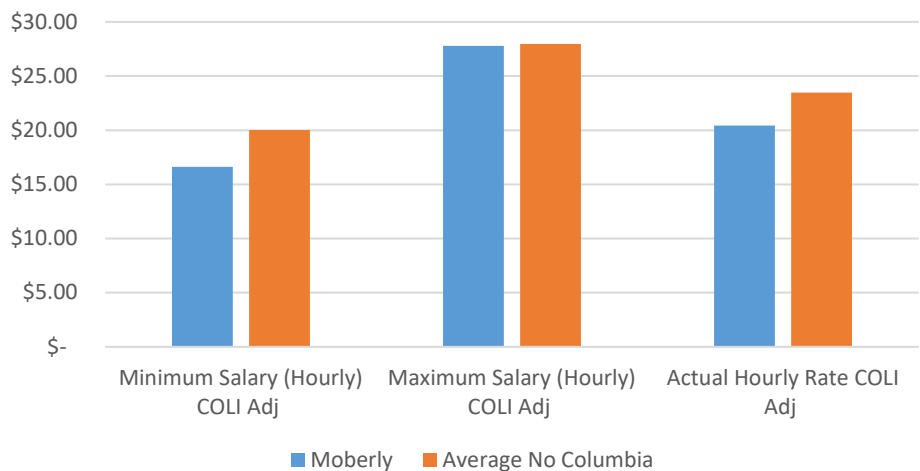
### Parks & Rec - Lifeguard PT



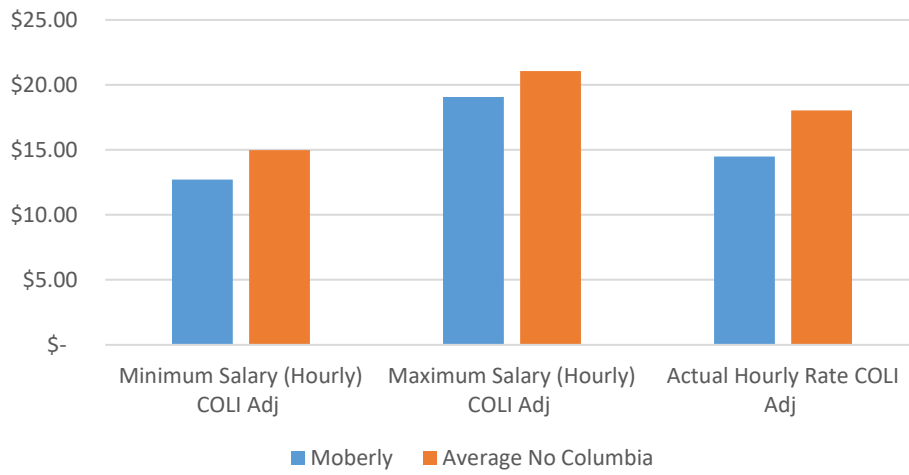
### Parks & Rec – Office Manager



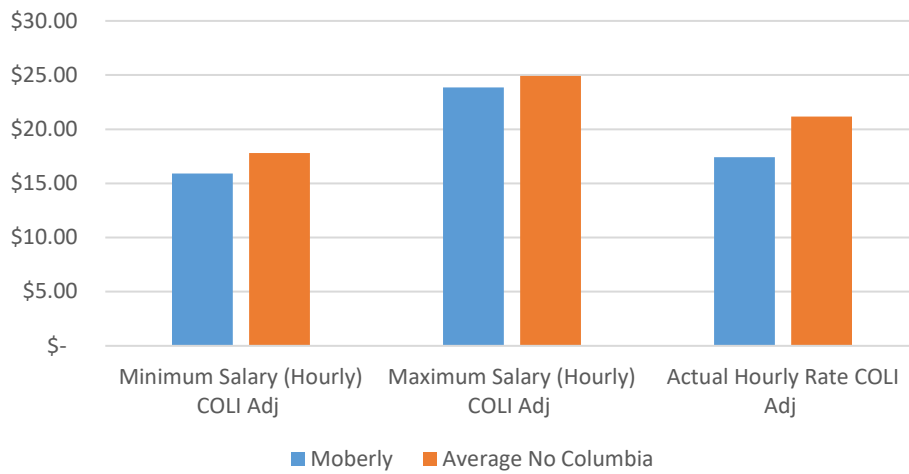
### Parks & Rec - Parks Superintendent



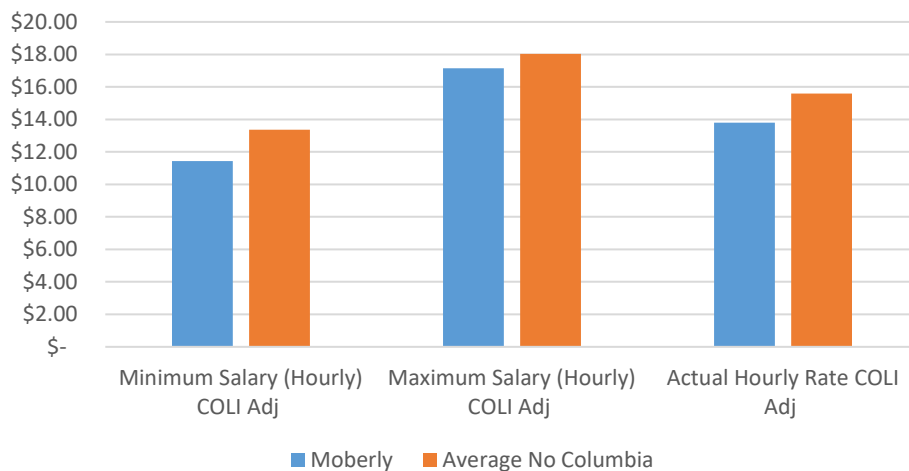
### Parks & Rec - Rec Assistant



### Parks & Rec - Rec Supervisor

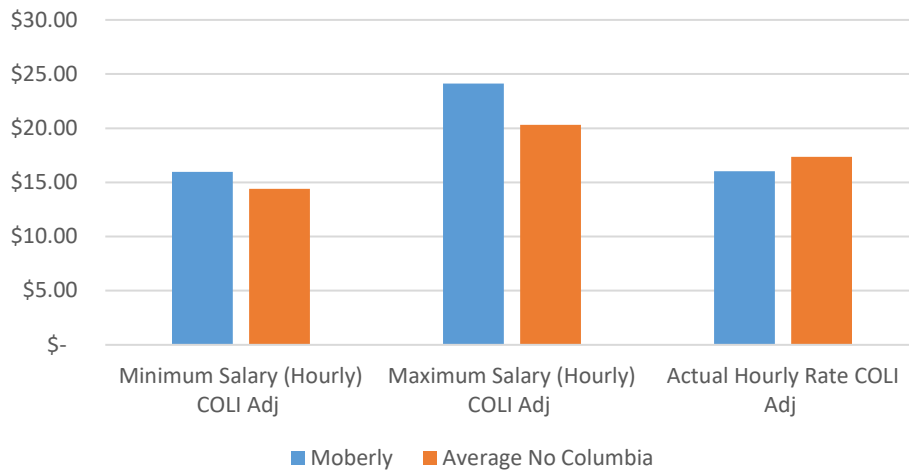


### Parks & Rec - Semi-Skilled Maint Worker

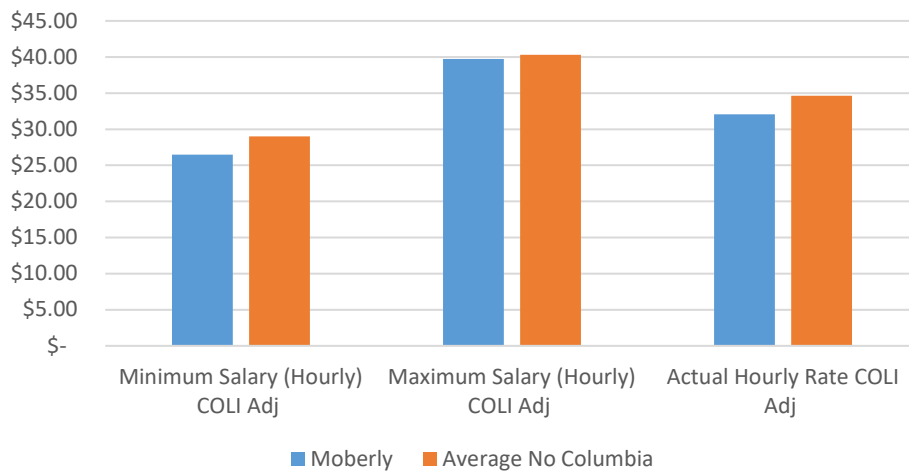




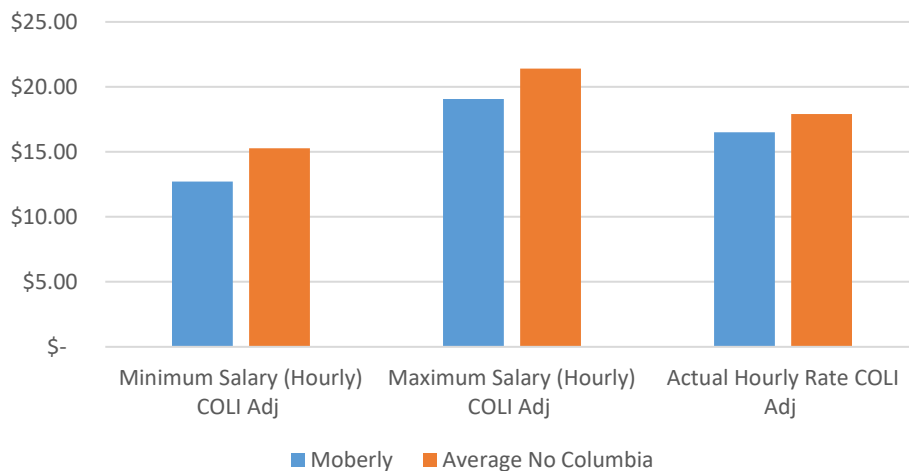
### Parks & Rec - Skilled Maint Worker

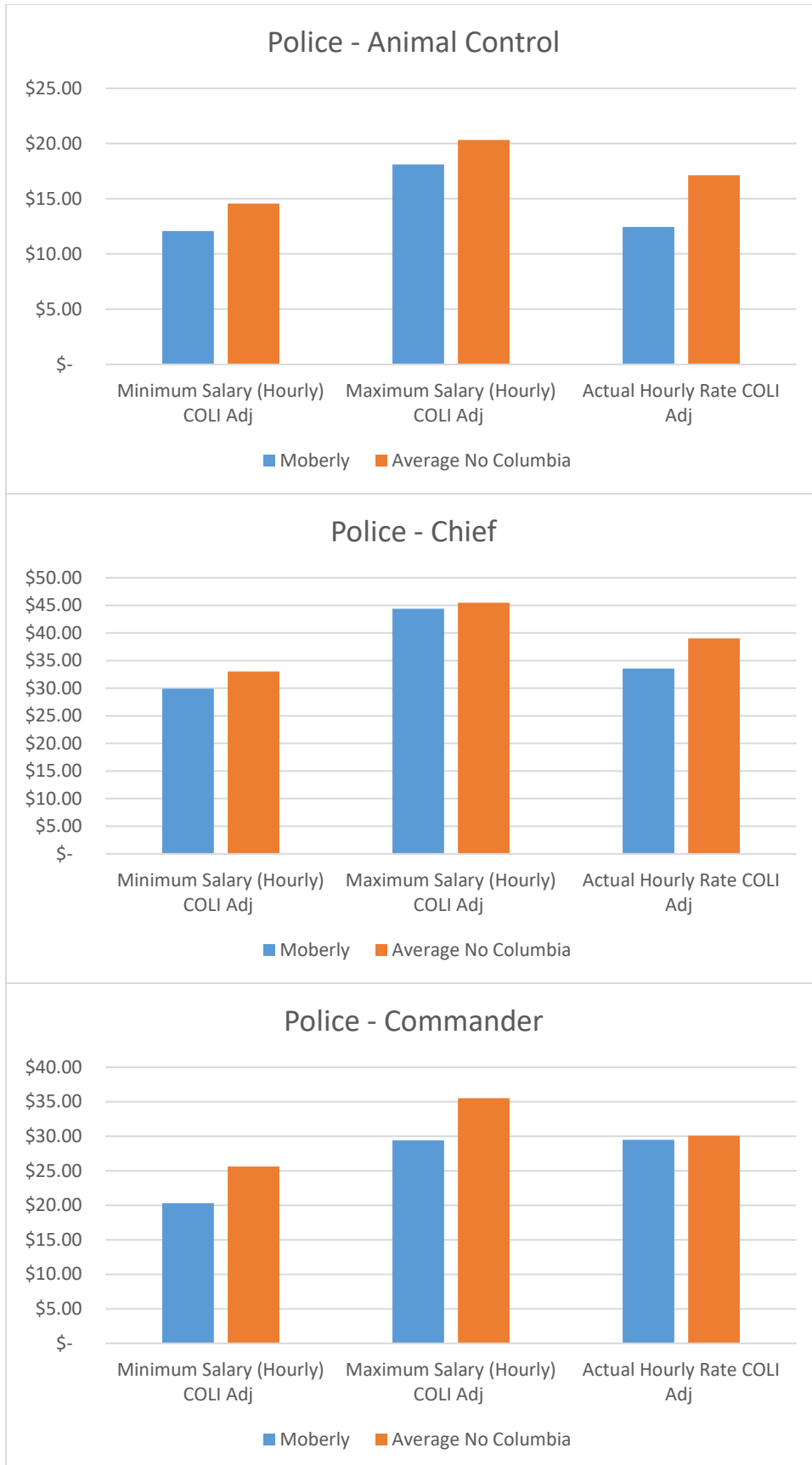


### Parks & Recreation Director

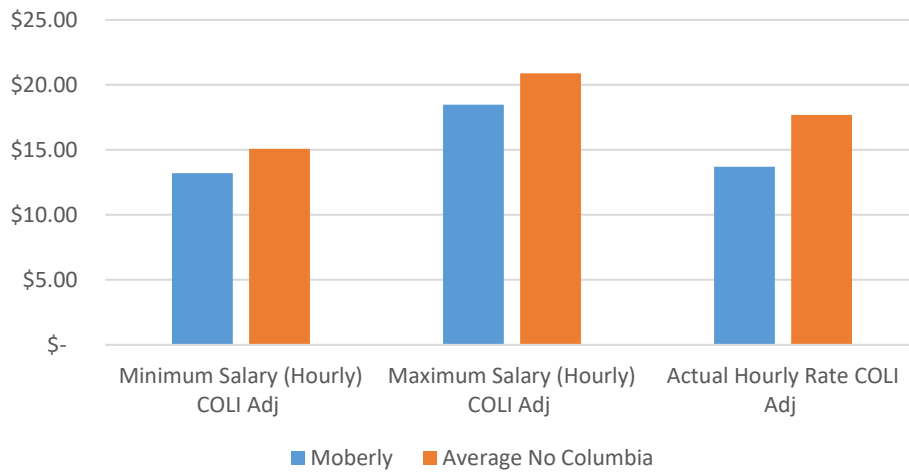


### Police - Administrative Assistant

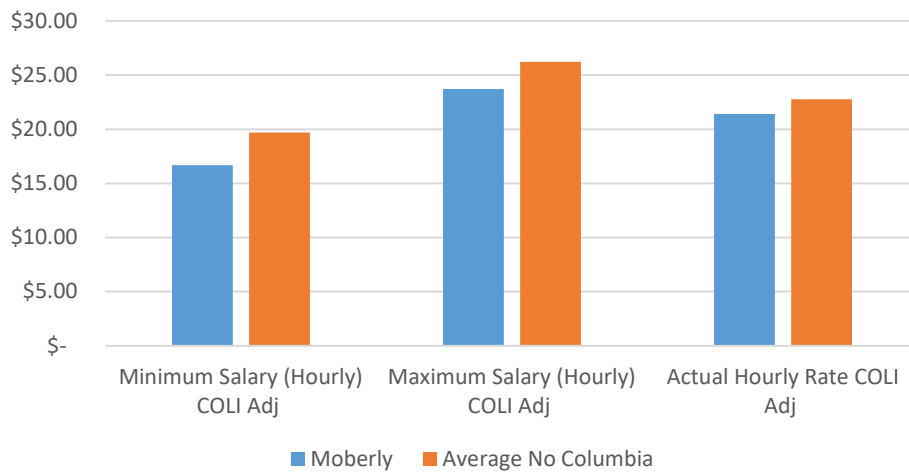




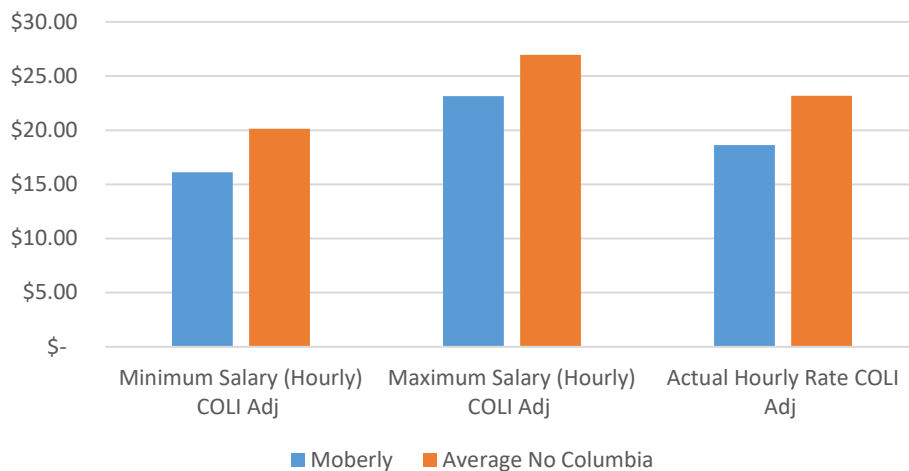
### Police - Communication Operator



### Police – Corporal

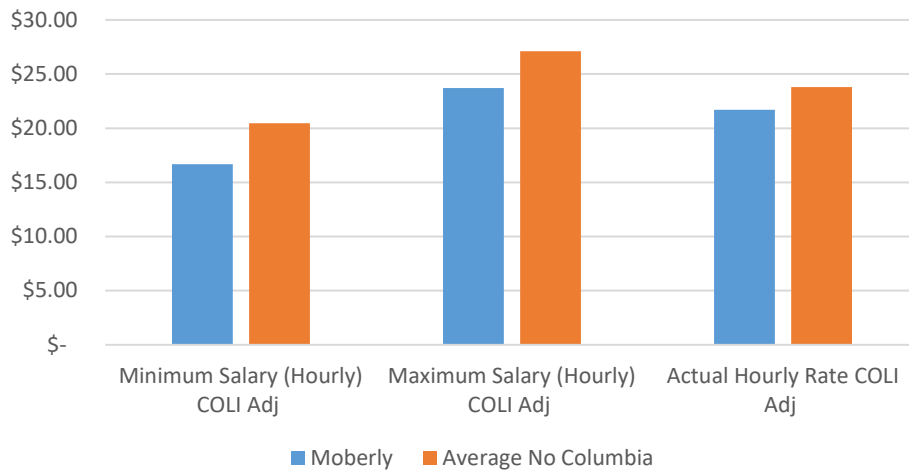


### Police - Detective

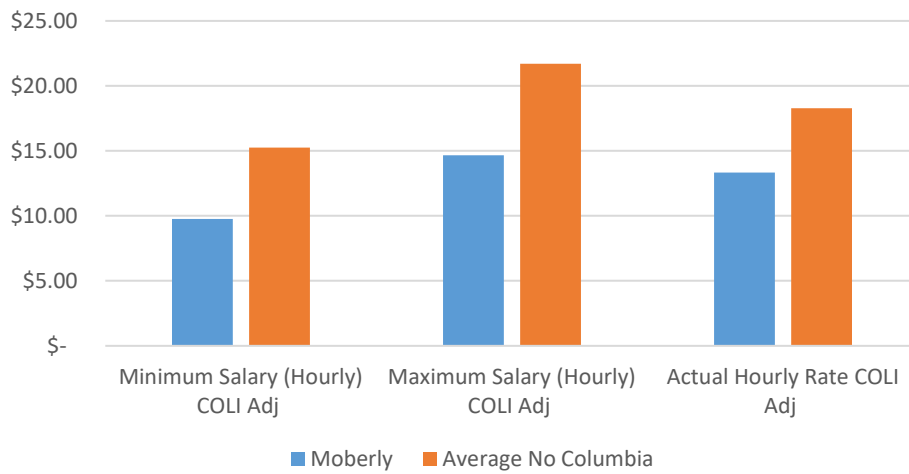




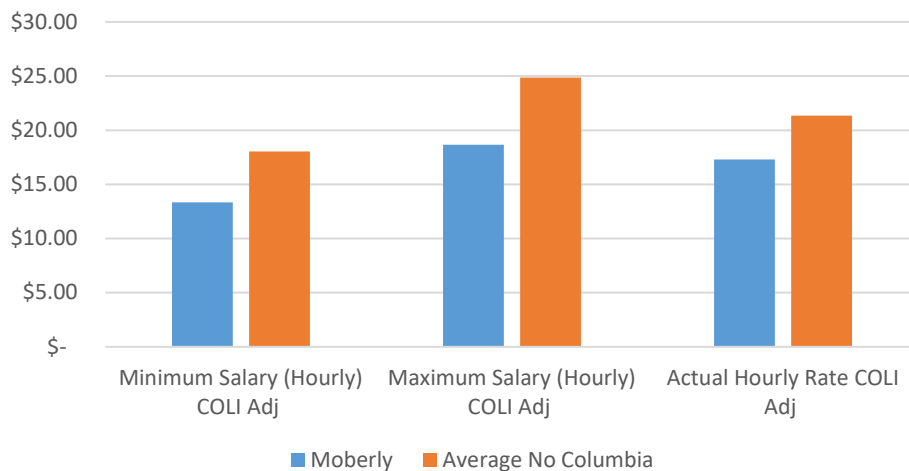
### Police - Detective Corporal



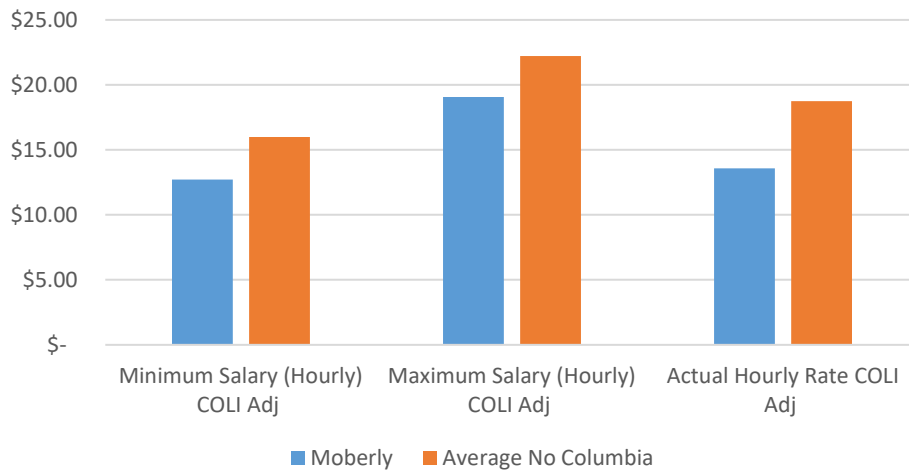
### Police – Evidence Clerk PT



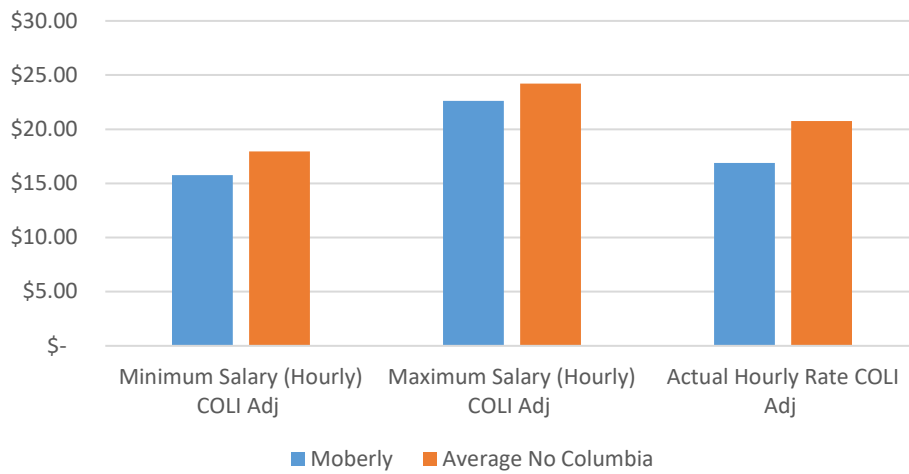
### Police – Head Dispatcher



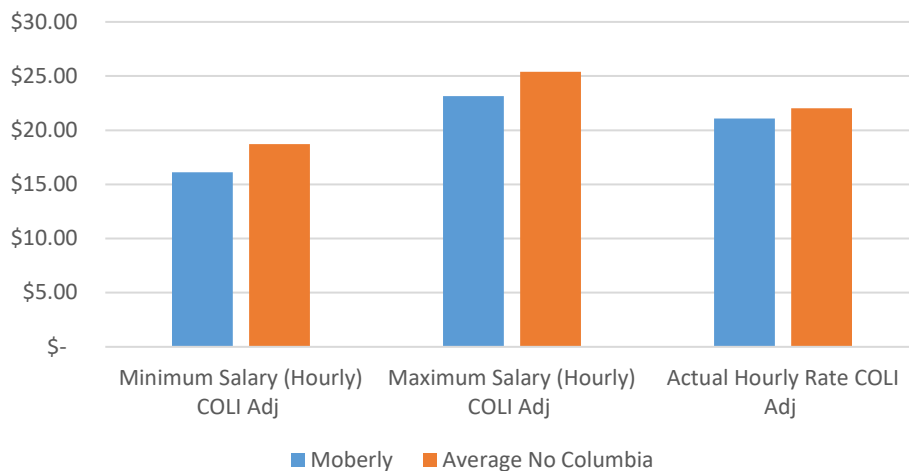
### Police - Municipal Court Clerk



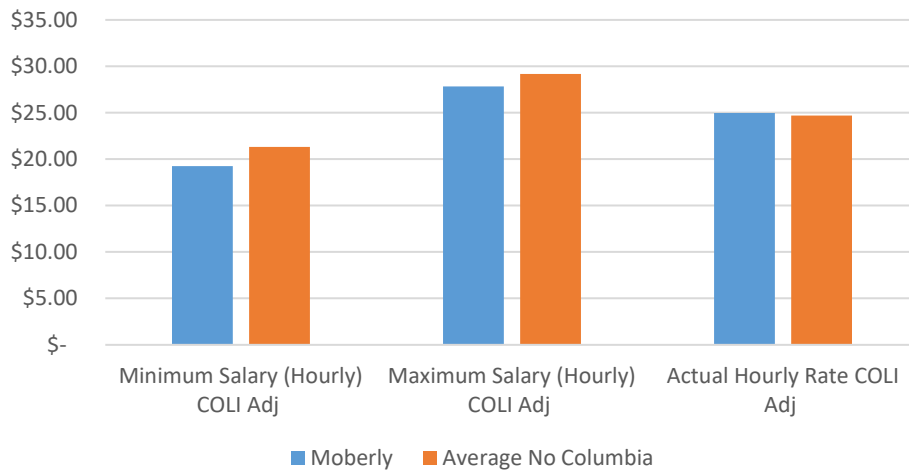
### Police - Patrol Officer



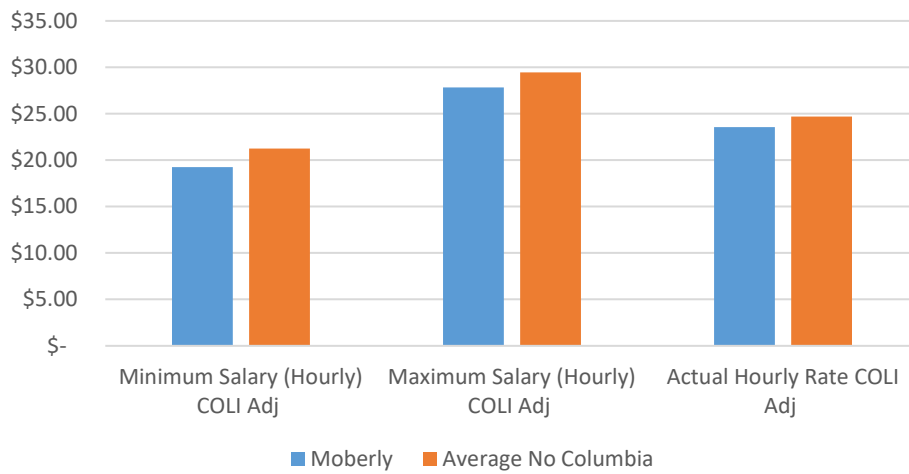
### Police - School Resource Officer



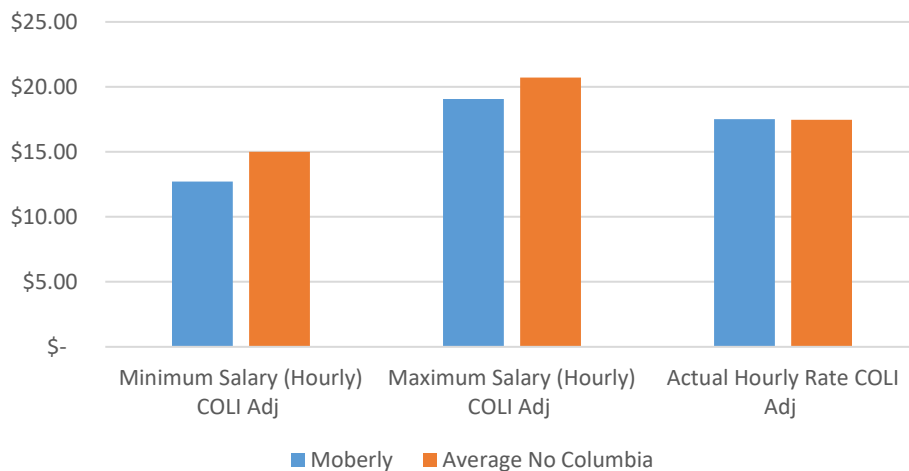
### Police - Sergeant



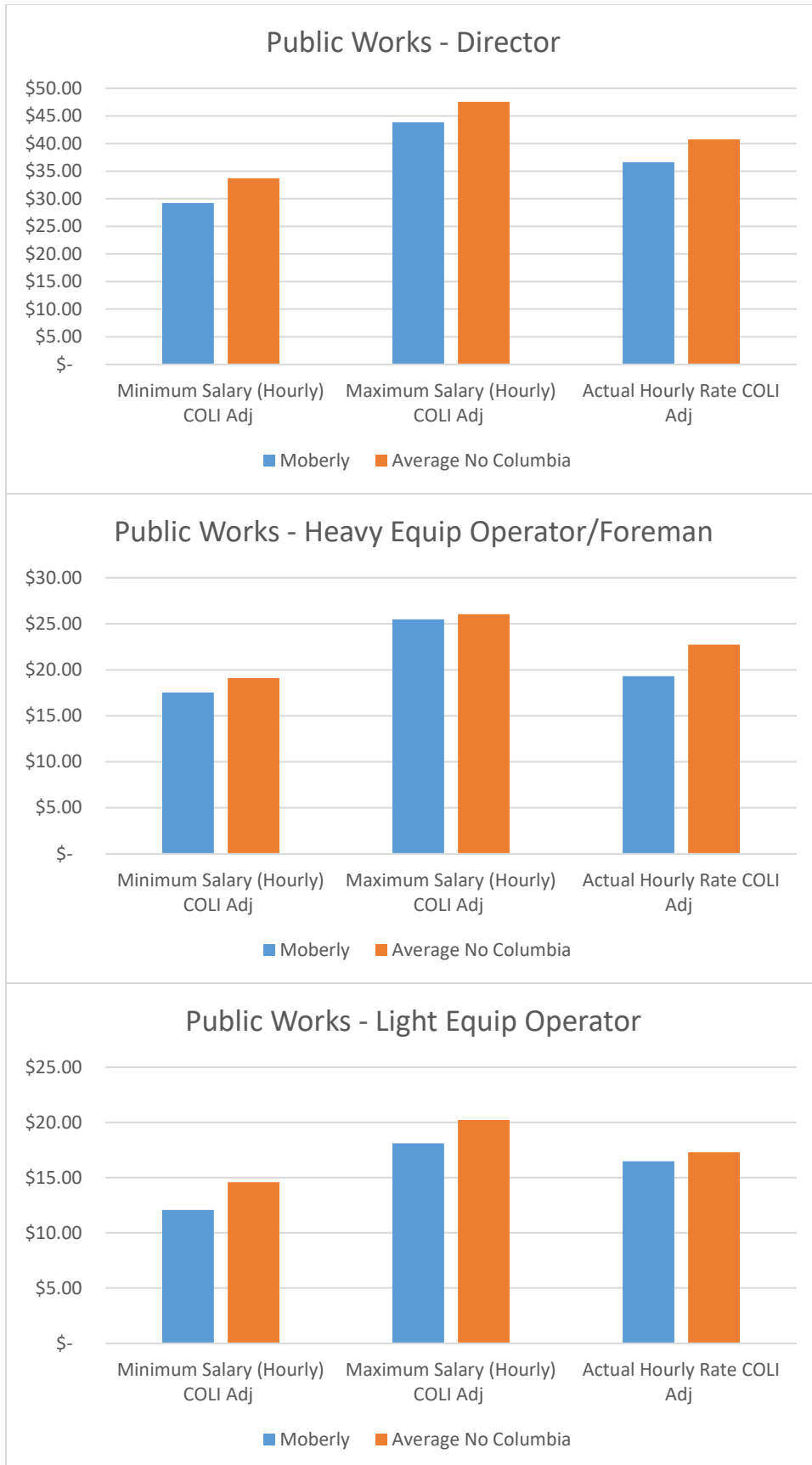
### Police - Sergeant Detective



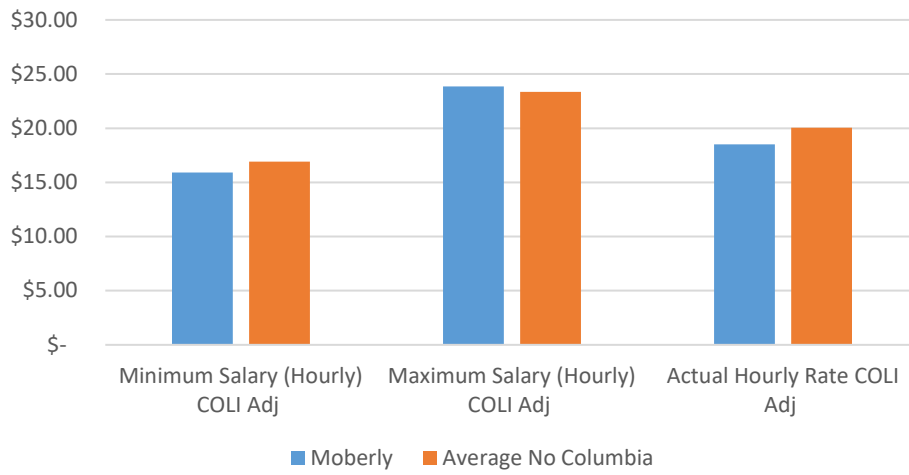
### Public Works - Admin Asst



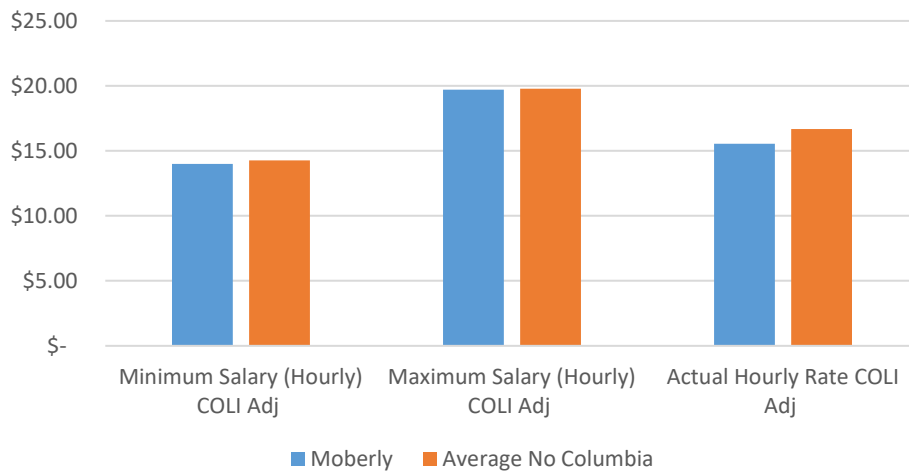




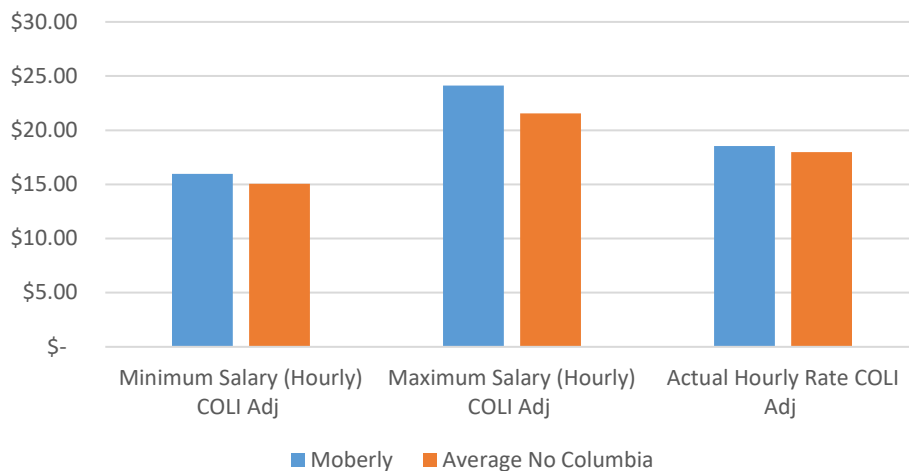
### Public Works - Mechanic



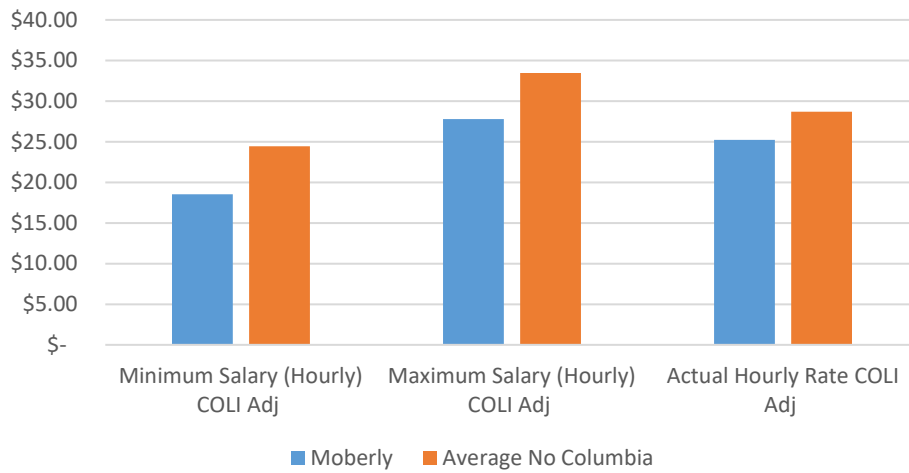
### Public Works - Semi-skilled Maint. Worker



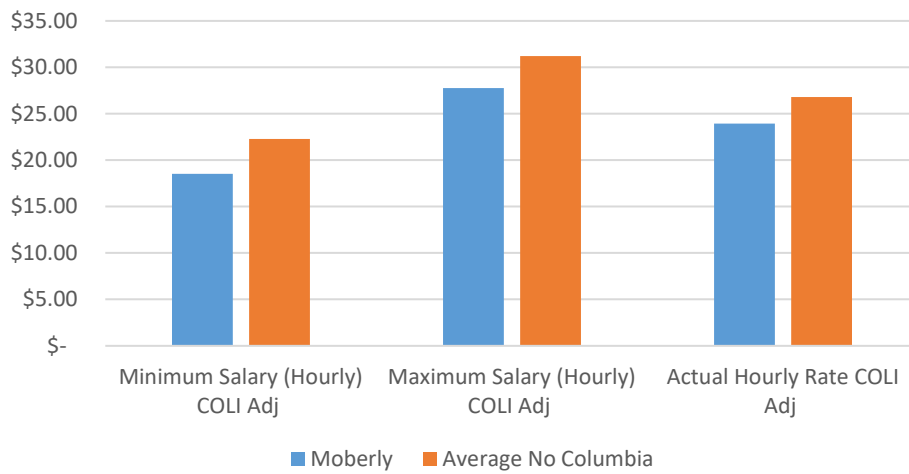
### Public Works - Skilled Maint. Worker



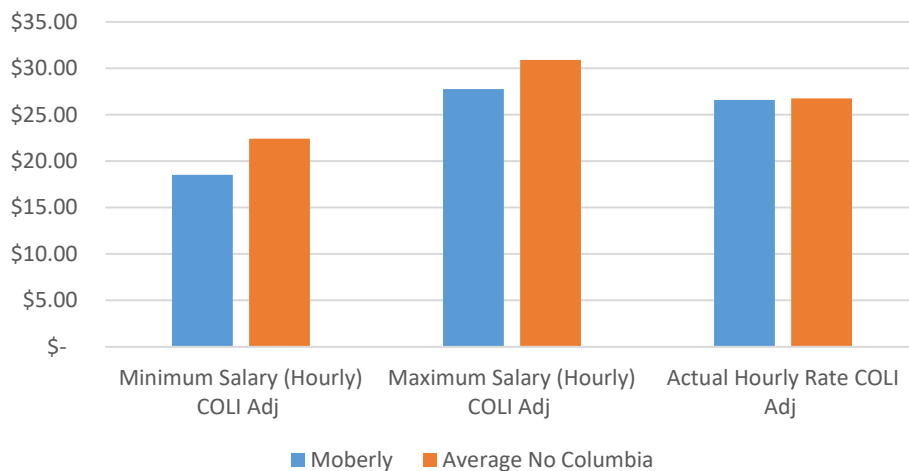
### Public Works – Superintendent



### Utilities - Chief Wastewater Operator

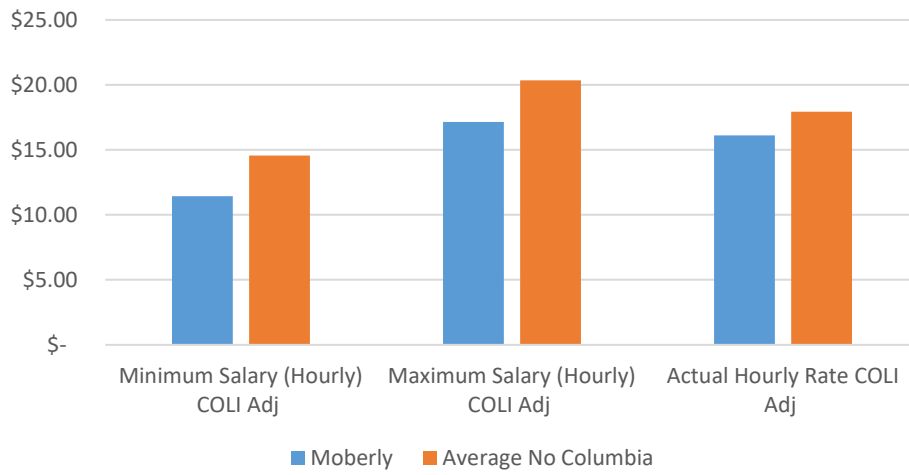


### Utilities - Chief Water Operator

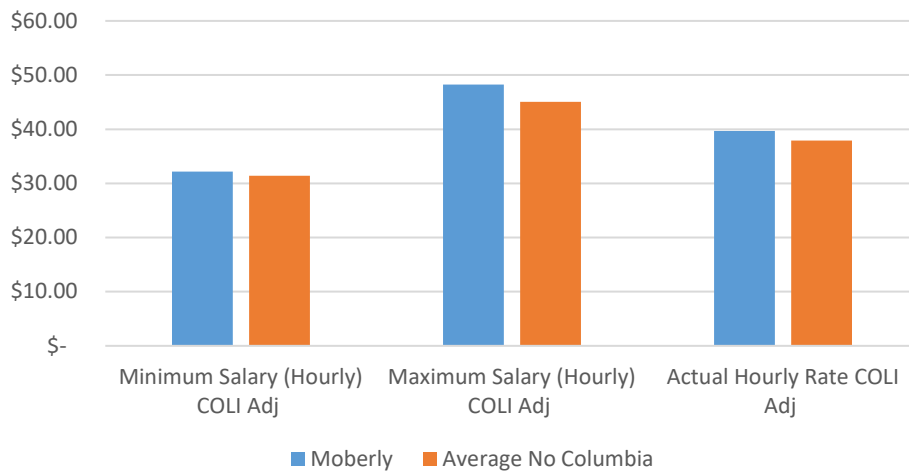




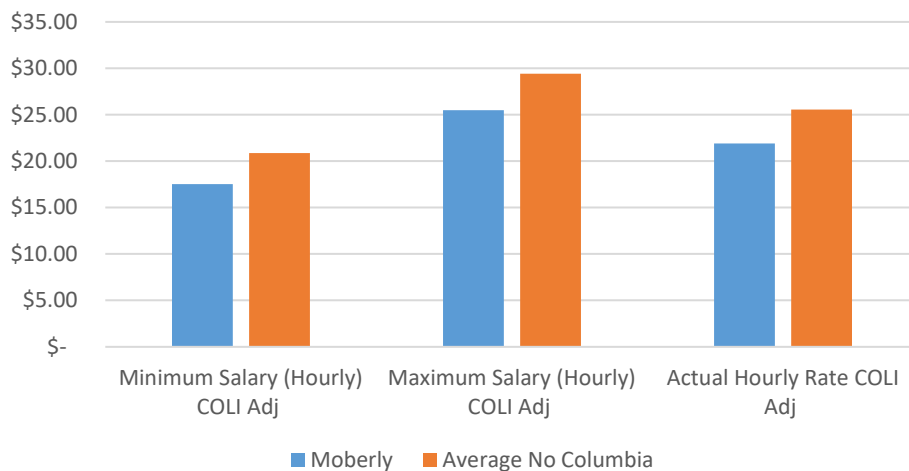
### Utilities - Customer Service Rep



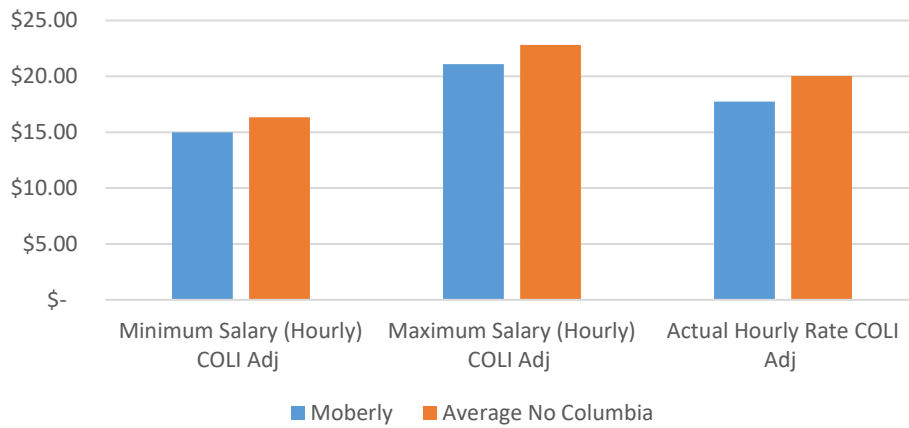
### Utilities - Director



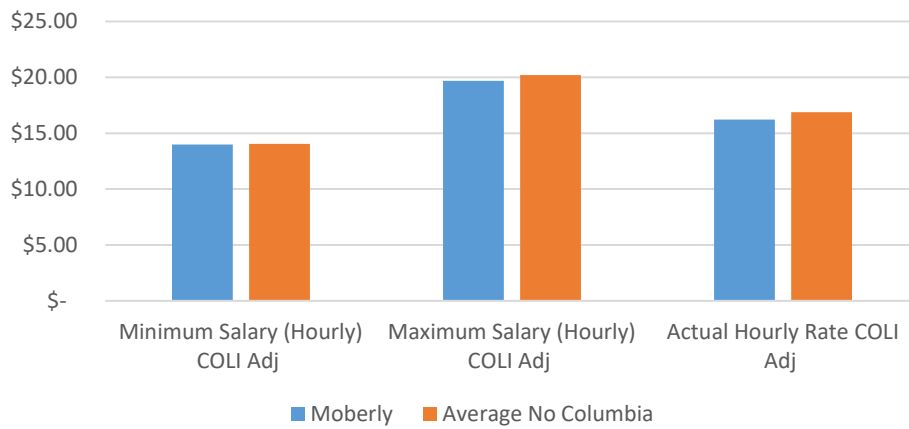
### Utilities – Foreman Water Distribution



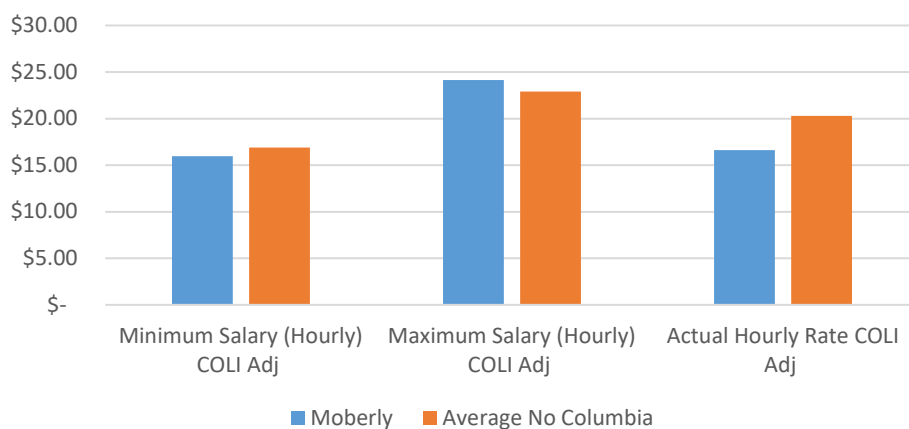
### Utilities – Heavy Equipment Operator Water Distribution



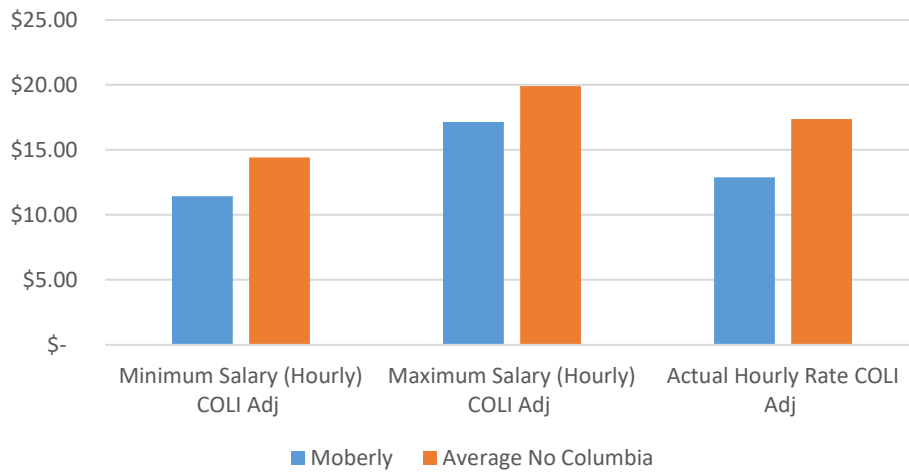
### Utilities - Semi-skilled Maint. Worker Water Distribution



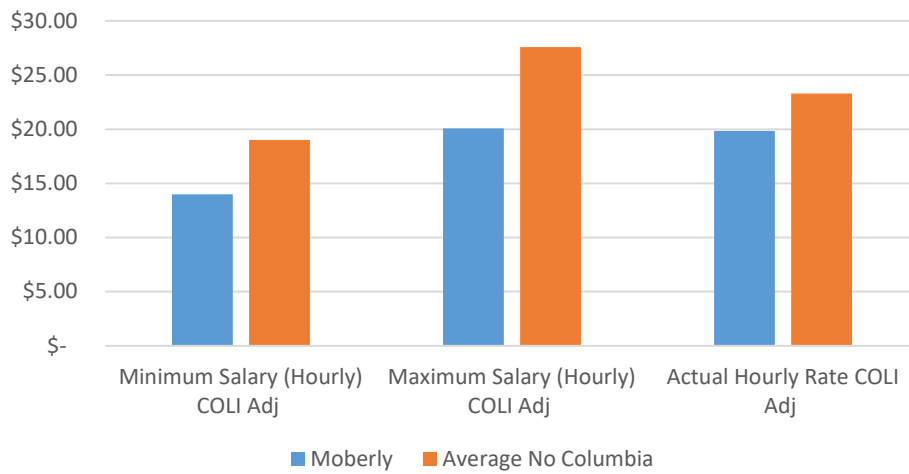
### Utilities - Skilled Maint. Worker Water Distribution



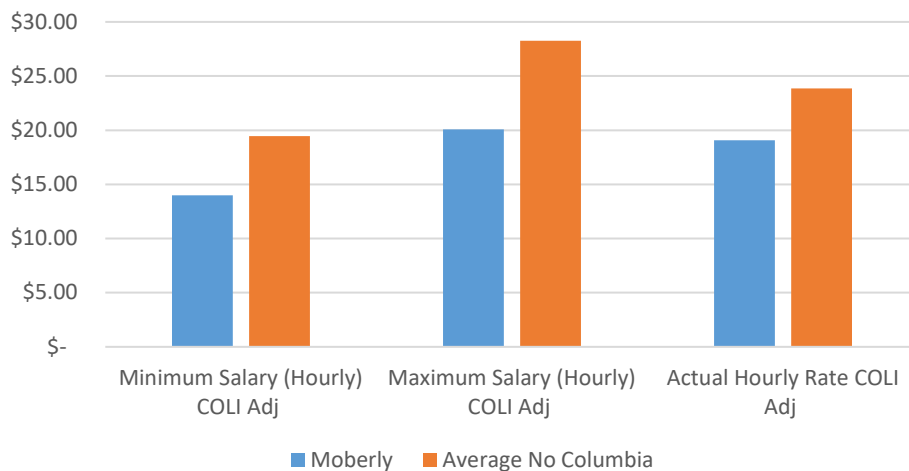
### Utilities - Utility Clerk



### Utilities - Wastewater PreTreatment Coordinator

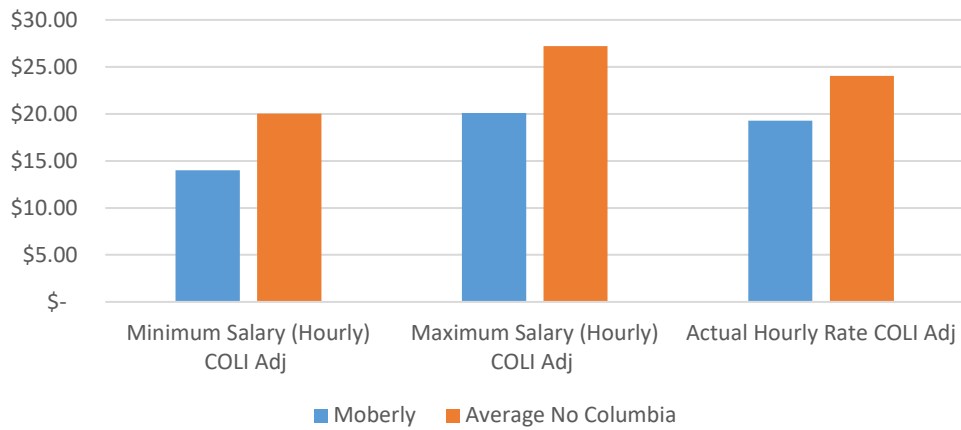


### Utilities - Wastewater Quality Coordinator

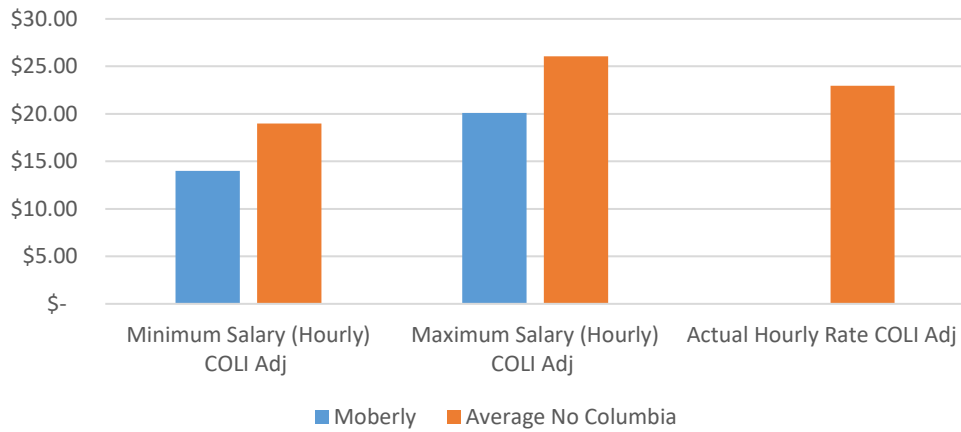




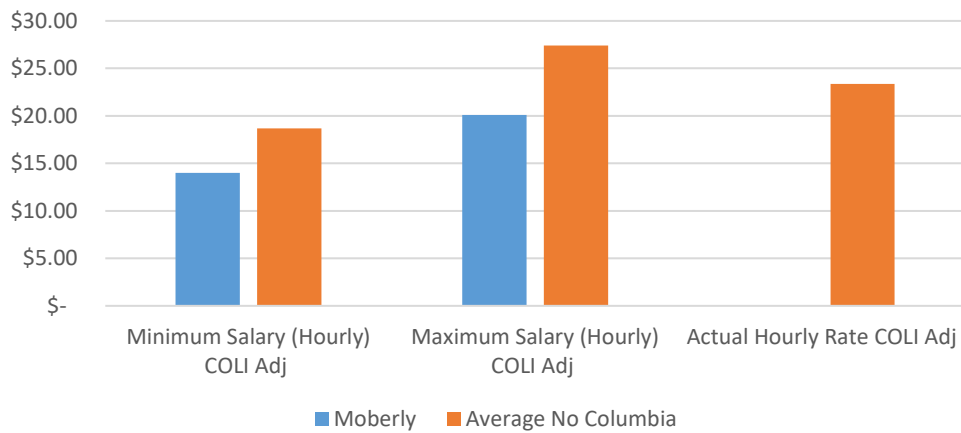
### Utilities – Wastewater Plant Operator A



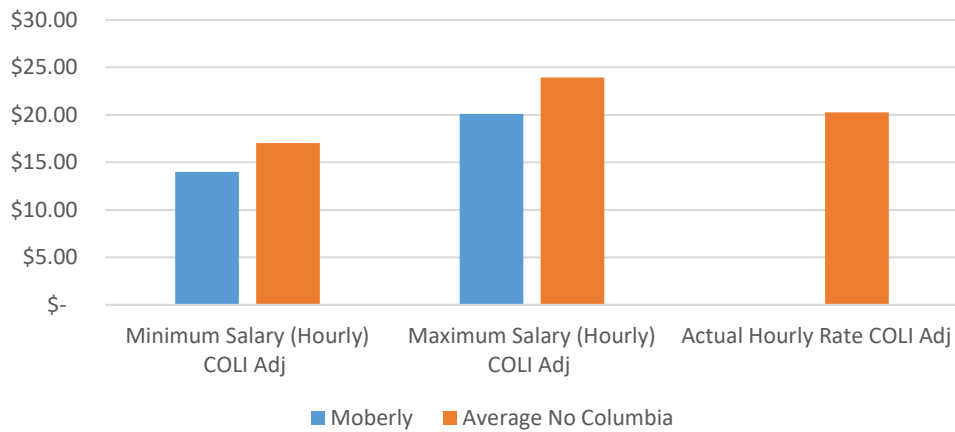
### Utilities – Wastewater Plant Operator B



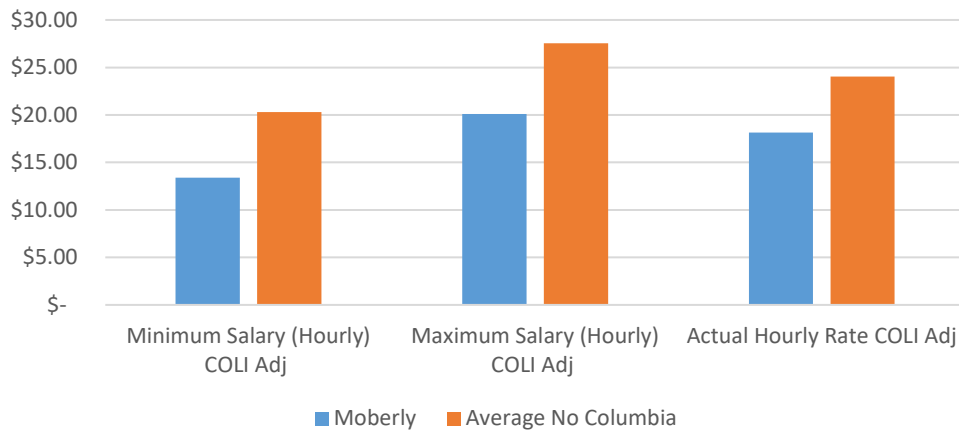
### Utilities – Wastewater Plant Operator C



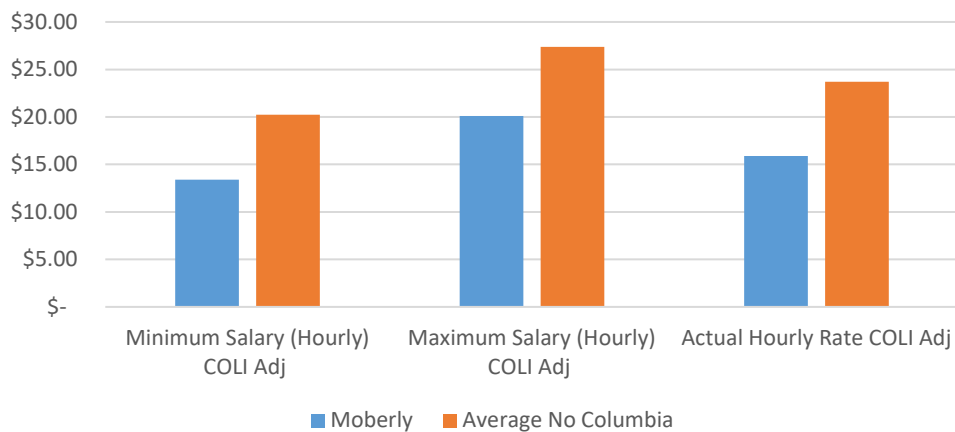
### Utilities – Wastewater Plant Operator D

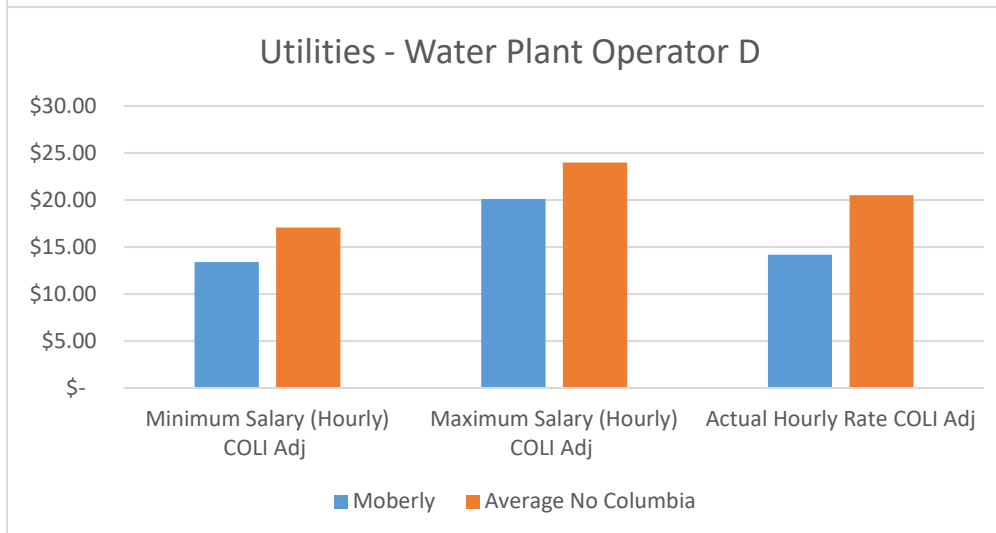
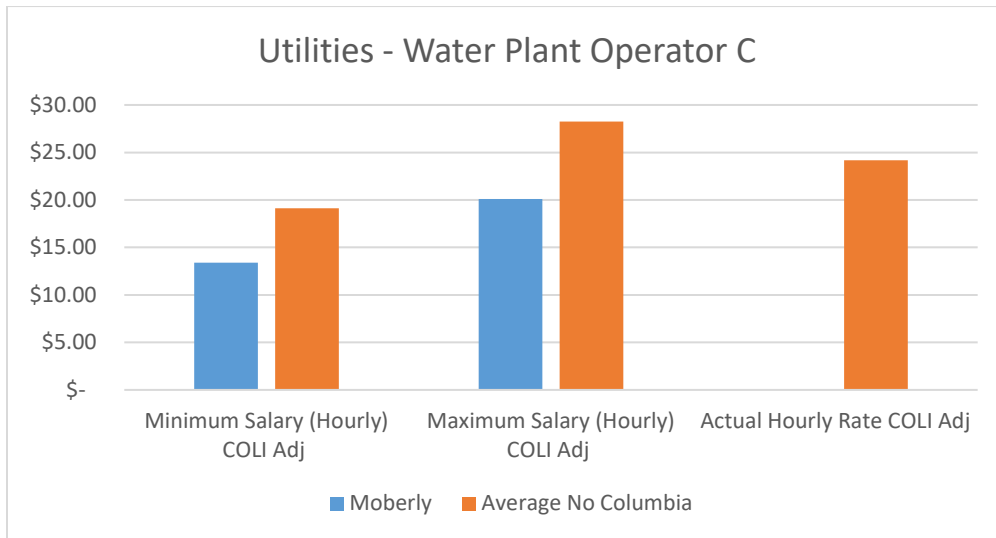


### Utilities - Water Plant Operator A



### Utilities - Water Plant Operator B







# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Finance  
**Date:** December 14, 2021

WS #6.

**Agenda Item:** Discussion of budget impact and funding options related to recently received salary study.

**Summary:** See the accompanying memorandum and analysis of the budget impact of implementing recommendations from the Austin Peters salary study.

**Recommended Action:** Direct staff to prepare the 2022-2023 budget based on recommendations.

**Fund Name:** General, Parks and Recreation, Airport, Utilities Operating, and Emergency 911 Telephone.

**Account Number:** Various salary and benefit line items.

**Available Budget \$:** No effect on budget until 2022-2023

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

M\_\_\_ S\_\_\_ **Davis** \_\_\_\_\_

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

Passed Failed

**City of Moberly**  
**Budget Impact of Salary Study**  
**&**  
**Potential Funding Options**

**Special Council Meeting**  
**December 14, 2021**

# MEMORANDUM

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Matt Douglass, Assistant Finance Director

**Re:** Budget Impact of Salary Study and Potential Funding Options

**Date:** December 14, 2021

The salary study compiled by the Austin Peters group recommended base increases, compression adjustments, and increases for years of service to respond to changes in the employment market. The data has been analyzed by the City staff to show the projected budget impact of following the recommendations of the salary study. Implementing these wage increases will have the following impacts on the annual City budget:

- \$230,591 increase in General Fund expenditures.
- \$45,922 increase in Parks and Recreation expenditures.
- \$148,291 increase in Public Utilities expenditures.
- \$39,760 increase in Emergency 911 Telephone expenditures.

Included in this report is a departmental breakdown of the effects of the salary study and projected staffing levels on budgeted expenditures.

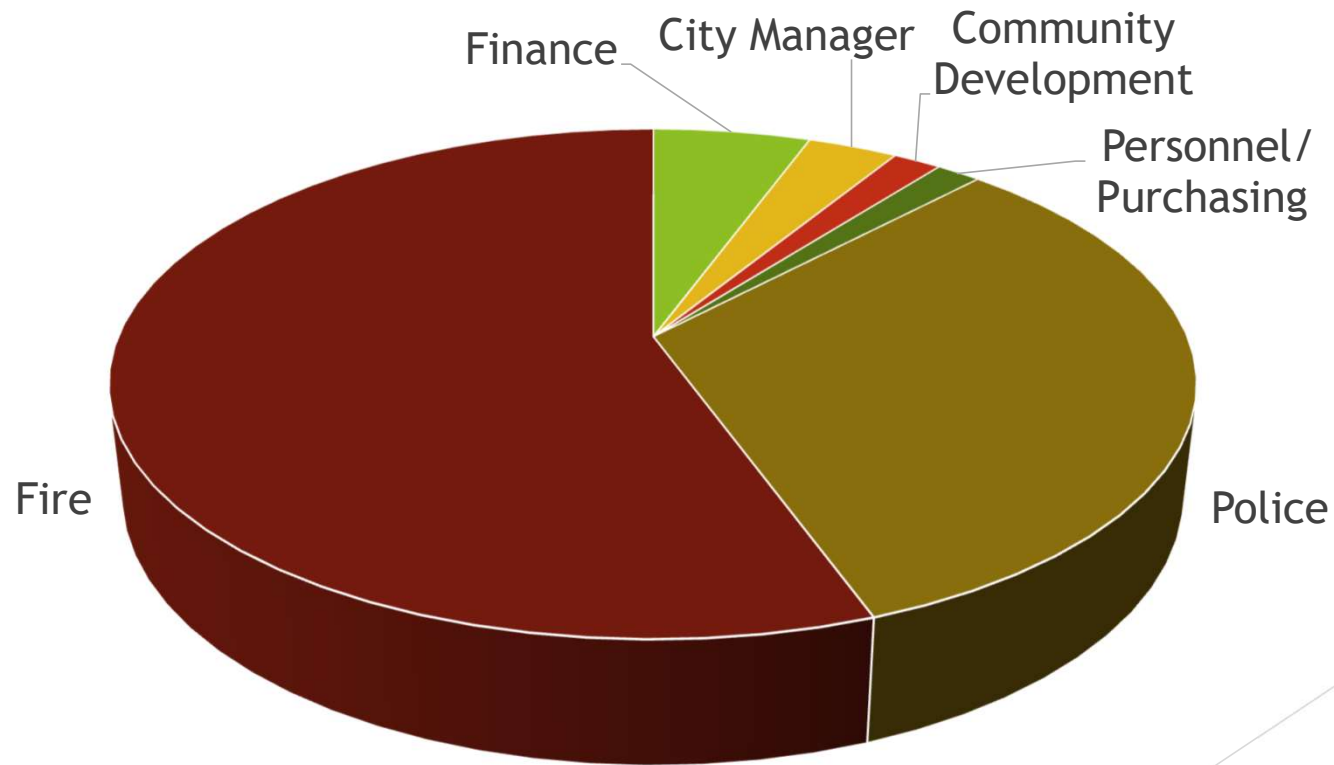
To close the budget shortfall in previous years, transfers were budgeted from various funds to the General Fund. For 2021-2022, the budget contains the following transfers to the General Fund:

- \$298,790 from the Payroll Fund
- \$250,000 from the Use Tax Trust Fund
- \$100,000 from the Street Improvement Fund

Together with the increases from the salary study, the annual budget General Fund shortfall will be \$879,381. To date, these transfers have not been required to be made due to lower than budgeted expenditures and greater than budgeted revenues.

The Finance staff, City Manager and City Attorney met after receiving the salary study to discuss possible sources of revenue to fund salary increases. Attached you will find analysis of several possibilities. Not included in this discussion is the use of ARPA funds or any other one-time funding source. Missouri passed online sales tax in 2021, but analysts project no funds coming to cities until at least 2023. Even when online sales taxes are being collected in full, our research indicates that since the City of Moberly already collects use tax, we will see little, if any, additional revenue. This report does not explore possible reductions of department budgets. This option, if needed, will be done as part of the annual budget process in the spring.

## General Fund - \$230,591 Increase





# General Fund - Finance/Clerk

## ► Finance

- \$15,363 increase
- Budgeted 3<sup>rd</sup> staff position hired in August 2021.
- New position processes all accounts payable (formerly under Purchasing & Personnel)

## ► City Clerk

- \$12,641 decrease
- 2021-2022 Budget included part-time help that is no longer needed.

# General Fund - City Manager/Attorney

## ► City Manager

- \$8,795 increase
- Contractual increase for City Manager effective 3/31/2022.

## ► City Attorney

- No change from 2021-2022

# General Fund - Community Development & Personnel

## ▶ Community Development

- ▶ \$4,736 increase
- ▶ Current salaries for code inspectors well below the salary study range.
- ▶ Open Public Relations position is budgeted.

## ▶ Personnel

- ▶ \$4,409 increase.
- ▶ No staffing changes for 2022-2023.

# General Fund - Police

## ► Police Commissioned

- \$64,142 increase
- Most current salaries were below to well below the salary study range.
- There are currently three vacant patrol positions, with an additional vacancy expected before the end of the calendar year.

## ► Police Non-commissioned

- \$19,458 increase
- Most current salaries were below to well below the salary study range.



# General Fund - Fire

## ► Fire Department

- \$153,064 increase
- 66% of the general fund increase comes from Fire Department.
- Nearly all current salaries are below to well below the salary study range.
- Fully staffed as of 12/6/2021

# General Fund - Street/Retirees

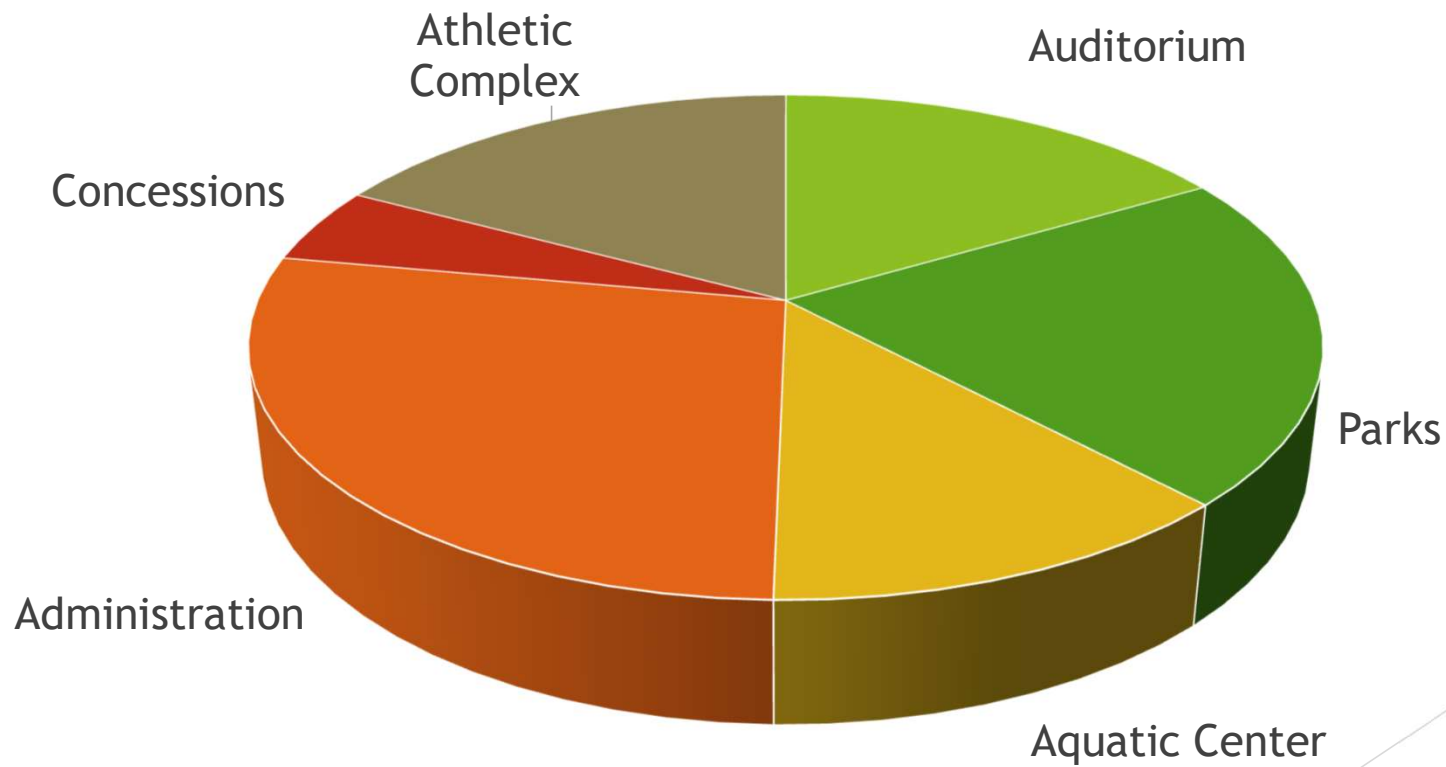
## ► Street Department

- \$13,984 decrease
- Several positions had increases, but retirement of more senior employees reduces overall budget

## ► Retirees

- \$18,850 decrease
- Several retirees from previous budget year reached age 65.

## Parks & Recreation- \$45,922 Increase



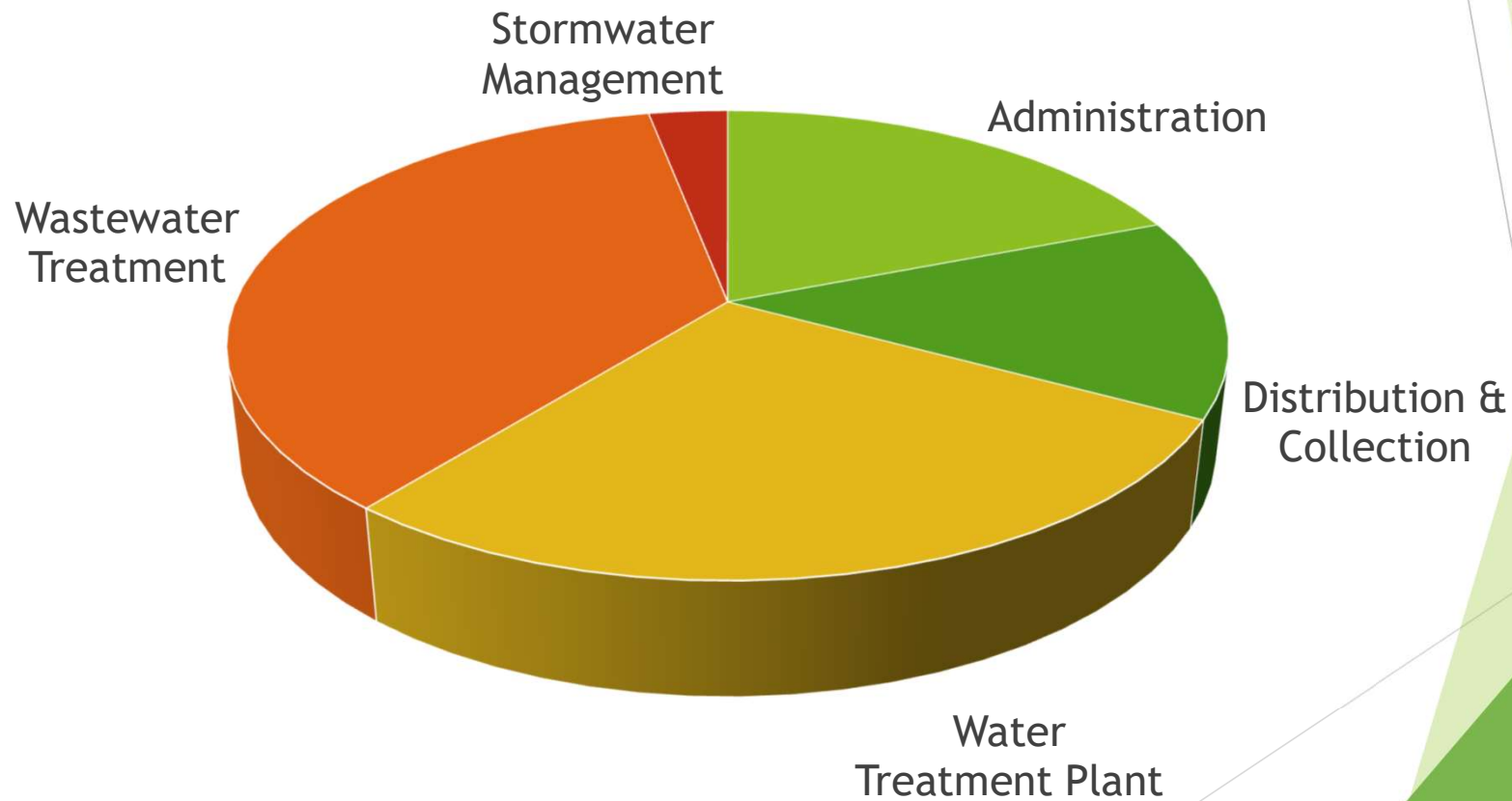
# Parks & Recreation

## ► Departments

- Auditorium - \$7,605 increase
- Parks - \$9,817 increase
- Aquatic Center - \$5,671 increase (Minimum wage increase of \$0.85 effective 1/1/2022)
- Administration - \$12,656 increase
- Concessions - \$2,256 increase
- Athletic Complex - \$7,901 increase



## Utilities - \$148,291 Increase



# Utilities - Administration/Stormwater

- ▶ Administration
  - ▶ \$29,801 increase
  - ▶ One vacant position (Administrative Assistant)
- ▶ Stormwater Management
  - ▶ \$4,745 increase
  - ▶ No change in staffing levels.

# Utilities - Distribution & Collection/ Water Treatment Plant

## ► Utilities D&C

- \$21,516 increase
- Previous year increases brought current wages much closer to salary study range.

## ► Water Treatment

- \$43,589 increase
- All current salaries were below to well below the salary study range.

# Utilities - Wastewater Treatment Plant

## ► Wastewater Treatment

- \$56,439 increase
- All current salaries were below to well below the salary study range.
- 38% of the utilities increase comes from Wastewater Treatment



# Emergency 911 Fund

## ► Emergency 911 Fund

- \$39,760.34 increase
- Three vacant positions
- All current salaries were below to well below the salary study range.

**City of Moberly**  
**2022-2023 Salaries & Fringe Benefits Departmental Totals**  
**Original - Adjust to Salary Study**

Department	2022-2023 Salaries	FICA	LAGERS	Health	Life	Dental	Liability/WC	L/T Disability	Overtime	Total	2021-2022 Budget	Difference
Finance	171,891.20	13,149.68	13,235.62	33,718.32	269.88	2,484.00	14,740.64	670.38	0.00	250,159.72	234,796.56	15,363.16
City Clerk	88,608.00	6,816.76	6,861.31	21,479.16	140.40	1,656.00	9,122.51	345.57	500.00	135,529.71	148,170.84	(12,641.13)
City Manager	160,753.40	12,297.64	12,378.02	25,858.32	443.04	1,656.00	13,850.62	626.94	0.00	227,863.98	219,068.95	8,795.03
City Attorney	83,800.00	6,410.70	6,452.60	7,800.00	160.68	828.00	7,565.00	321.36	0.00	113,338.34	112,978.10	360.24
Community Development	268,980.80	20,577.03	20,711.52	57,118.32	425.88	4,968.00	23,529.39	1,049.03	0.00	397,359.97	392,623.35	4,736.62
Personnel/Purchasing	104,977.60	8,030.78	8,083.27	15,600.00	165.36	1,656.00	9,122.51	409.41	0.00	148,044.93	143,635.99	4,408.94
Police - commissioned	1,325,308.83	106,741.14	177,094.69	275,449.92	1,864.20	22,356.00	120,483.75	5,168.71	70,000.00	2,104,467.24	2,034,587.68	69,879.56
Police - non-commissioned	147,633.20	11,293.93	16,588.09	24,600.00	152.88	2,484.00	11,848.13	475.69	0.00	215,075.92	195,617.32	19,458.60
Fire	1,093,484.35	86,329.07	190,713.83	225,595.80	1,744.08	20,700.00	90,557.51	4,264.60	35,000.00	1,748,389.24	1,595,325.16	153,064.08
Street	585,269.60	46,762.11	32,928.65	107,216.64	639.60	9,108.00	55,013.13	1,574.22	26,000.00	864,511.95	878,495.92	(13,983.97)
Retirees - General Fund	0.00	0.00	0.00	62,400.00	0.00	0.00	0.00	0.00	0.00	62,400.00	81,250.00	(18,850.00)
<b>GENERAL FUND TOTAL</b>	<b>4,030,706.98</b>	<b>318,408.84</b>	<b>485,047.60</b>	<b>856,836.48</b>	<b>6,006.00</b>	<b>67,896.00</b>	<b>355,833.19</b>	<b>14,905.91</b>	<b>131,500.00</b>	<b>6,267,141.00</b>	<b>6,036,549.87</b>	<b>230,591.13</b>
Parks & Rec - Auditorium	39,756.80	3,156.15	2,791.77	7,800.00	54.60	828.00	3,115.00	135.55	1,500.00	59,137.87	51,533.15	7,604.72
Parks & Rec - Parks	226,050.00	17,943.08	13,267.10	45,479.16	258.96	4,140.00	20,358.75	638.83	8,500.00	336,635.88	326,818.64	9,817.24
Parks & Rec - Aquatic Center	70,000.00	5,546.25	0.00	0.00	0.00	0.00	6,063.13	0.00	2,500.00	84,109.38	78,438.16	5,671.22
Parks & Rec - Recreation	3,500.00	267.75	0.00	0.00	0.00	0.00	333.75	0.00	0.00	4,101.50	4,085.61	15.89
Parks & Rec - Administration	183,414.40	14,298.95	11,767.39	34,318.32	234.00	2,484.00	15,018.76	582.37	3,500.00	265,618.19	252,962.27	12,655.92
Retirees - Parks & Recreation	0.00	0.00	0.00	7,800.00	0.00	0.00	0.00	0.00	0.00	7,800.00	7,800.00	0.00
Parks & Rec - Concessions	26,000.00	2,008.13	0.00	0.00	0.00	0.00	2,169.37	0.00	250.00	30,427.50	28,171.20	2,256.30
Parks & Rec - Athletic Complex	65,630.40	5,364.98	3,690.64	12,959.16	68.64	828.00	5,729.38	169.38	4,500.00	98,940.58	91,039.83	7,900.75
<b>PARKS &amp; RECREATION TOTAL</b>	<b>614,351.60</b>	<b>48,585.29</b>	<b>31,516.90</b>	<b>108,356.64</b>	<b>616.20</b>	<b>8,280.00</b>	<b>52,788.14</b>	<b>1,526.13</b>	<b>20,750.00</b>	<b>886,770.90</b>	<b>840,848.86</b>	<b>45,922.04</b>
Utilities - Administration	262,825.60	19,203.64	19,329.16	56,818.32	391.56	4,968.00	21,582.50	963.40	4,000.00	390,082.18	360,280.37	29,801.81
Utilities - Distribution & Collection	523,400.00	43,100.11	39,916.81	113,458.32	755.04	10,764.00	48,894.38	1,865.78	40,000.00	822,154.44	800,638.01	21,516.43
Retirees - Utilities	0.00	0.00	0.00	7,800.00	0.00	0.00	0.00	0.00	0.00	7,800.00	15,600.00	(7,800.00)
Utilities - Water Treatment Plant	254,800.00	20,257.21	20,389.61	57,058.32	400.92	4,968.00	20,525.63	993.73	10,000.00	389,393.42	345,804.62	43,588.80
Utilities - Wastewater Treatment	269,672.00	21,394.90	20,653.87	109,194.96	405.60	4,968.00	23,696.25	1,007.11	10,000.00	460,992.69	404,553.50	56,439.19
Utilities - Stormwater Management	50,872.00	3,968.21	3,224.14	7,800.00	63.96	828.00	4,338.75	159.40	1,000.00	72,254.46	67,509.69	4,744.77
<b>UTILITIES TOTAL</b>	<b>1,361,569.60</b>	<b>107,924.07</b>	<b>103,513.59</b>	<b>352,129.92</b>	<b>2,017.08</b>	<b>26,496.00</b>	<b>119,037.51</b>	<b>4,989.42</b>	<b>65,000.00</b>	<b>2,142,677.19</b>	<b>1,994,386.19</b>	<b>148,291.00</b>
Airport	37,500.00	2,907.00	0.00	0.00	0.00	0.00	3,393.13	0.00	500.00	44,300.13	44,138.55	161.58
9-1-1 Dispatch	309,726.40	23,808.81	41,247.10	75,479.16	464.88	7,452.00	25,198.13	1,207.92	1,500.00	486,084.40	446,324.06	39,760.34
<b>OTHER FUNDS TOTAL</b>	<b>347,226.40</b>	<b>26,715.81</b>	<b>41,247.10</b>	<b>75,479.16</b>	<b>464.88</b>	<b>7,452.00</b>	<b>28,591.26</b>	<b>1,207.92</b>	<b>2,000.00</b>	<b>530,384.53</b>	<b>490,462.61</b>	<b>39,921.92</b>
<b>TOTALS</b>	<b>6,353,854.58</b>	<b>501,634.01</b>	<b>661,325.19</b>	<b>1,392,802.20</b>	<b>9,104.16</b>	<b>110,124.00</b>	<b>556,250.10</b>	<b>22,629.38</b>	<b>219,250.00</b>	<b>9,826,973.62</b>	<b>9,362,247.53</b>	<b>464,726.09</b>

# General Fund Revenue Options

### Historical & Projected Property Tax Collections (No Increase in Assessed Rate)

	2015	2016	2017	2018	2019	2020	2021	2022 (Proj)	2023 (Proj)	2024 (Proj)	2025 (Proj)	2026 (Proj)
Property Tax	711,631.95	738,520.09	762,492.35	739,839.80	782,865.14	783,686.73	803,046.70	809,867.20	822,204.26	834,541.32	846,878.39	859,215.45
Delinquent	19,127.20	20,303.00	16,339.67	26,217.63	18,471.44	28,638.64	40,584.46	32,535.72	34,354.14	36,172.55	37,990.96	39,809.37
<b>Total</b>	<b>730,759.15</b>	<b>758,823.09</b>	<b>778,832.02</b>	<b>766,057.43</b>	<b>801,336.58</b>	<b>812,325.37</b>	<b>843,631.16</b>	<b>842,402.92</b>	<b>856,558.40</b>	<b>870,713.87</b>	<b>884,869.35</b>	<b>899,024.82</b>

### Projected Property Tax Income (No Increase in Rate)

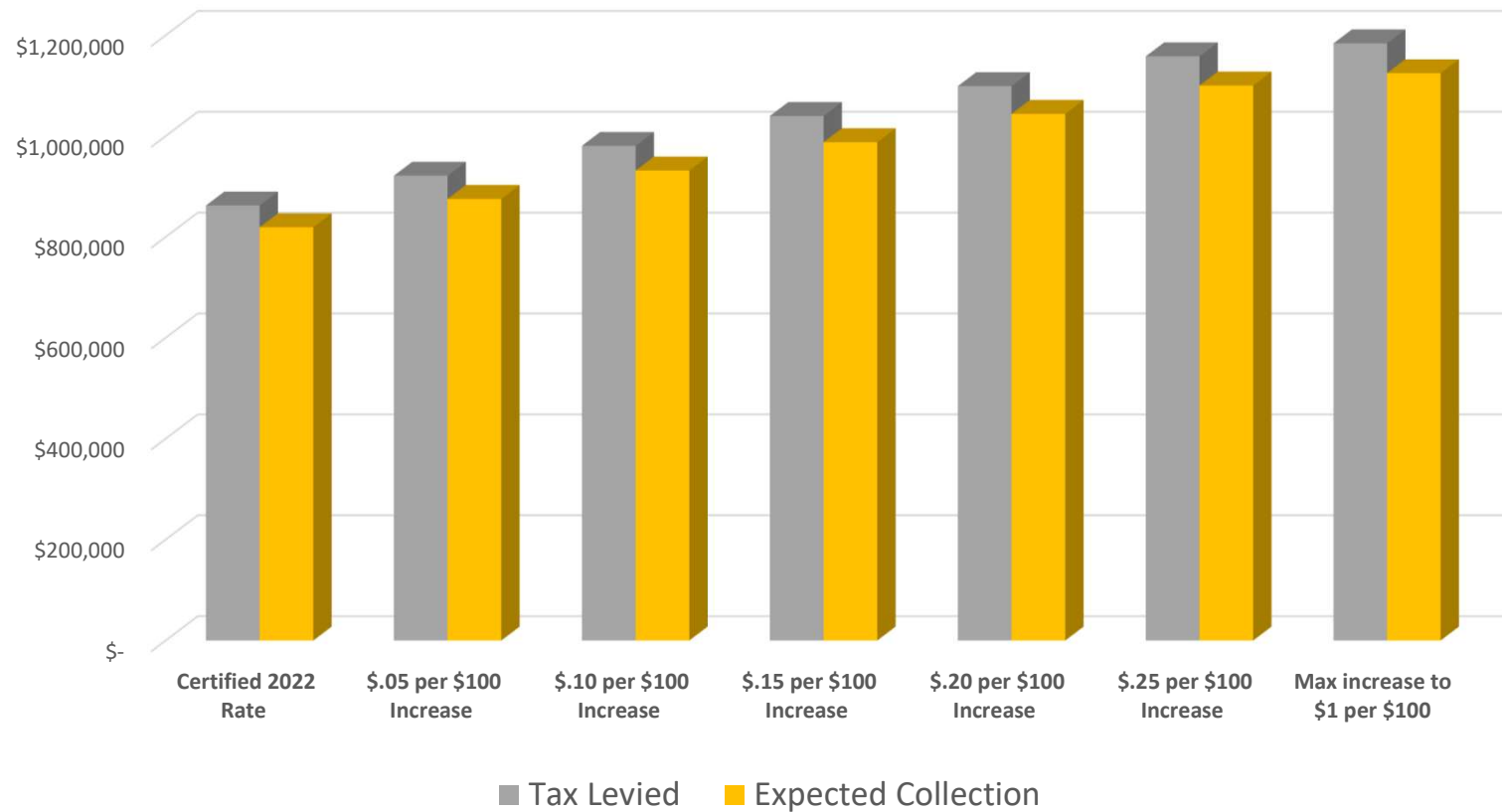




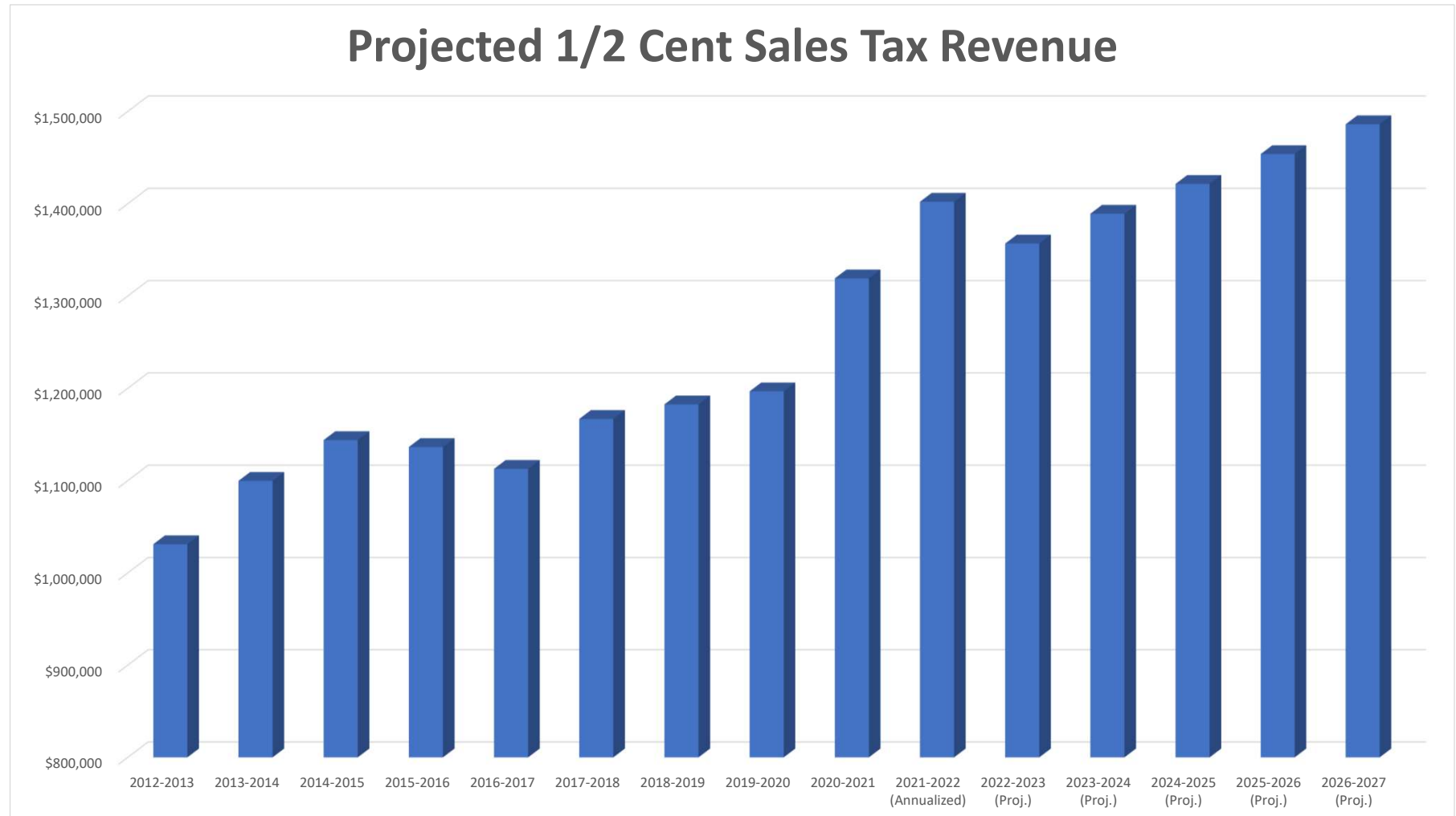
### Estimated Revenues from Real Estate Tax Increase

	Certified 2022 Rate	\$.05 per \$100 Increase	\$.10 per \$100 Increase	\$.15 per \$100 Increase	\$.20 per \$100 Increase	\$.25 per \$100 Increase	Max increase to \$1 per \$100
Assessed Valuation	118,407,080	118,407,080	118,407,080	118,407,080	118,407,080	118,407,080	118,407,080
Rate	0.7283	0.7783	0.8283	0.8783	0.9283	0.9783	1.0000
Tax Levied	\$ 862,358.76	\$ 921,562.30	\$ 980,765.84	\$ 1,039,969.38	\$ 1,099,172.92	\$ 1,158,376.46	\$ 1,184,070.80
Expected Collection (95%)	\$ 819,240.83	\$ 875,484.19	\$ 931,727.55	\$ 987,970.91	\$ 1,044,214.28	\$ 1,100,457.64	\$ 1,124,867.26
<b>Estimated Increase in Revenue</b>		<b>\$ 56,243.36</b>	<b>\$ 112,486.73</b>	<b>\$ 168,730.09</b>	<b>\$ 224,973.45</b>	<b>\$ 281,216.82</b>	<b>\$ 305,626.43</b>

### Estimated Revenues from Real Estate Tax Increase

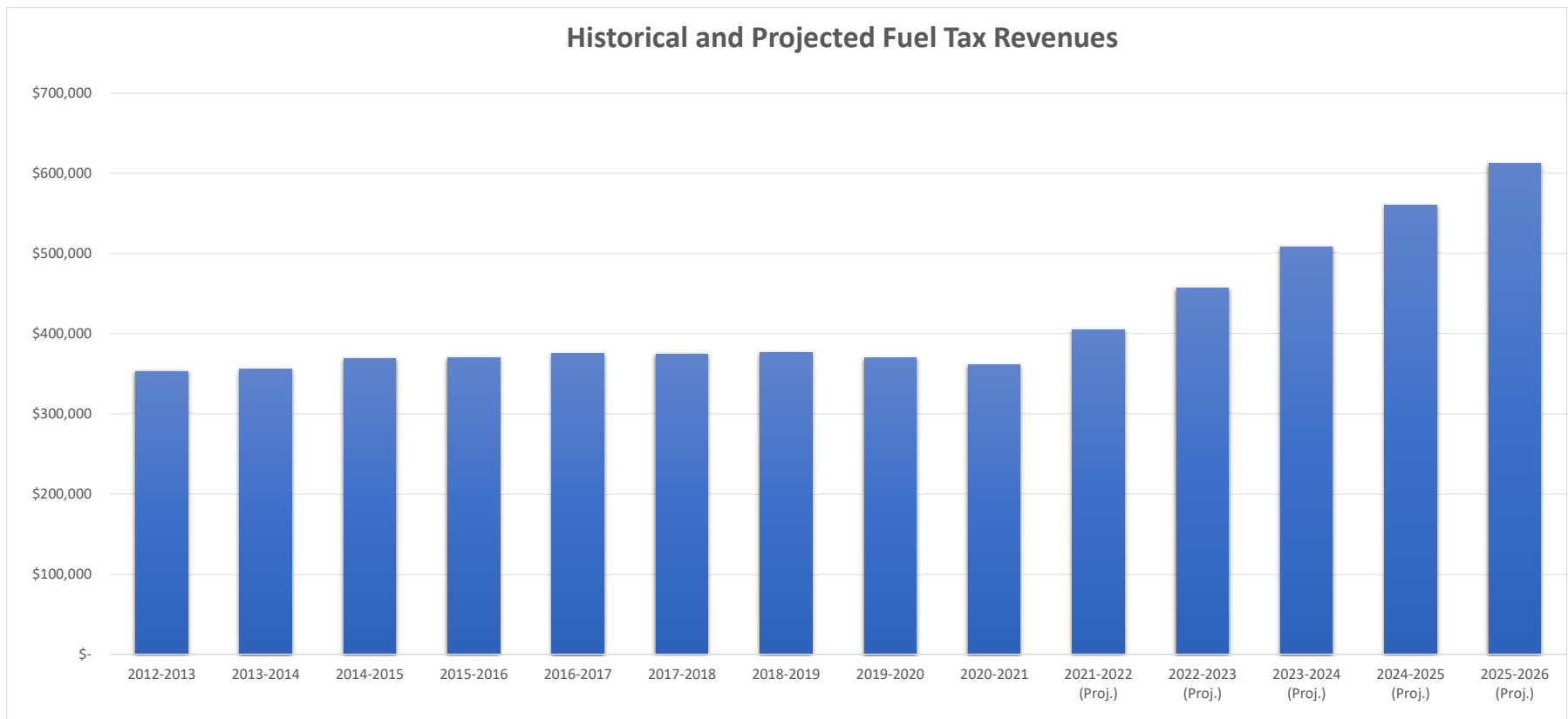


Projected 1/2 Cent Sales Tax Revenue														
2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022 (Annualized)	2022-2023 (Proj.)	2023-2024 (Proj.)	2024-2025 (Proj.)	2025-2026 (Proj.)	2026-2027 (Proj.)
1,031,091.74	1,099,756.47	1,143,934.72	1,136,437.19	1,112,744.90	1,166,827.30	1,182,605.37	1,196,742.53	1,319,125.44	1,402,177.01	1,356,876.81	1,389,191.81	1,421,506.82	1,453,821.83	1,486,136.84



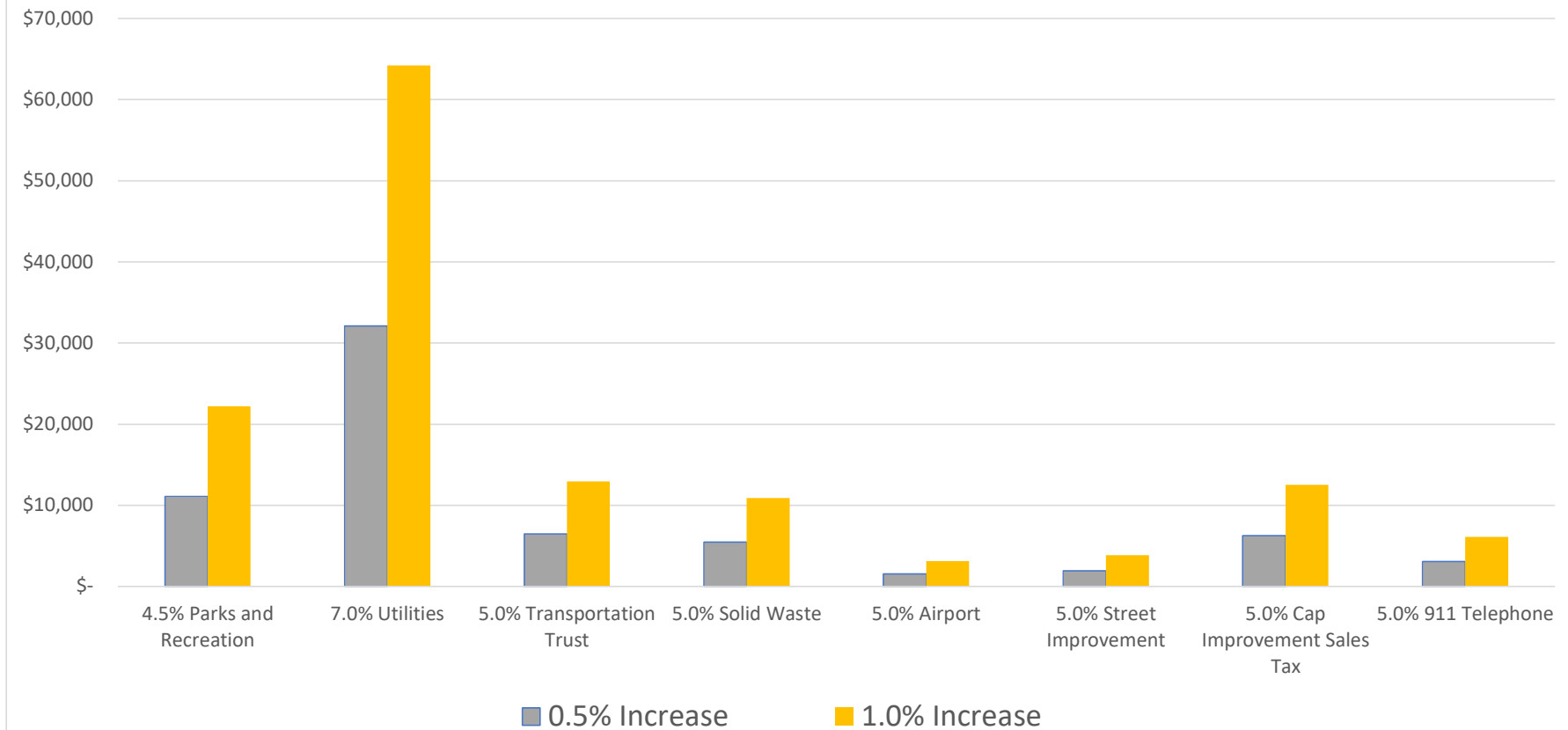
Historical and Projected Fuel Tax Revenues														
2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022 (Proj.)	2022-2023 (Proj.)	2023-2024 (Proj.)	2024-2025 (Proj.)	2025-2026 (Proj.)	
353,109.22	355,662.55	369,282.77	370,068.32	375,273.62	374,477.53	376,776.54	369,869.66	360,600.76	404,439.96	456,291.19	508,142.45	559,993.72	611,844.99	

Fuel Tax Increases	
10/1/2021	\$.195 per gallon
7/1/2022	\$.22 per gallon
7/1/2023	\$.245 per gallon
7/1/2024	\$.27 per gallon
7/1/2025	\$.295 per gallon



	0.5% Increase	1.0% Increase
4.5% Parks and Recreation	11,105.50	22,211.00
7.0% Utilities	32,104.02	64,208.04
5.0% Transportation Trust	6,467.50	12,935.00
5.0% Solid Waste	5,447.50	10,895.00
5.0% Airport	1,555.56	3,111.12
5.0% Street Improvement	1,927.50	3,855.00
5.0% Cap Improvement Sales Tax	6,257.50	12,515.00
5.0% 911 Telephone	3,050.50	6,101.00
<b>Total Additional Revenue to GF</b>	<b>68,115.58</b>	<b>136,231.16</b>

## Increase in Administrative Fees





# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.

Department: City Manager

Date: December 14, 2021

**Agenda Item:** Discussion of ARPA Funding.

**Summary:** In August of 2021, the city received notice of \$2,747,310.56 in ARPA funds coming directly to the city for eligible projects. The first payment was received in August and the second should come next August. The city departments were asked if there were any eligible projects in their departments. Attached is a list of those projects. Only the used aerial fire truck has been approved and spent by the city. At a city council retreat, the council had general agreement that the funds should be used to develop and implement a new station location study for the future use of the current Police and Fire Stations. With this project possibly being more than \$3,000,000.00, the city has more potential projects than funding available. Staff is asking for formal direction on this potential project list.

**Recommended**

**Action:** Direct Staff how to proceed.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

ARPA Funds Potential Project List  
City of Moberly - Draft  
Potentially Eligible Capital Improvement Projects  
12/1/2021

<u>Item</u>	<u>Name</u>
1	Grain Towers Demo
2	West Park School Demo
3	Johnson St. Grocery Store Demo
4	Temple Stephens Warehouse Demo
5	Fire Aerial Truck Purchase
6	West End Church Demo
7	MDT Replacement
8	Dispatch Center Upgrades
9	Fire Station Study
9	Fire Station Project
10	Downtown Storm Water Detention
11	Wastewater Plant Fiber Project
12	Sparks Avenue Sewer Proejct
13	911 Console Replacement
14	Fennel Complex Project
15	Downtown Hotel
16	Various Water and sewer projects
17	Kelly Hotel 1st Floor Project

<u>Description</u>	<u>Estimated Cost</u>
Demolition of the old Stamper Mill	\$300,000.00
Demolition of the old West Park School	\$100,000.00
Demolition of old grocery store on John and Franklin Street	\$25,000.00
Demolition of old Temple Stephens Warehouse	\$50,000.00
100' aerial purchase (2006 model)	\$225,000.00
Demolition of the old church on West End	\$25,000.00
8 new MDT's for patrol vehicles	\$24,000.00
Enhancements for Dispatching Services	\$100,000.00
Evaluate service coverage, staffing and station location	\$30,000.00
Improve current Station 1, build 1-2 new stations, vacate current Station 2	\$3,000,000.00
Additional Detention on Franklin Street area	\$250,000.00
High Speed Internet to Sewer Plant and Rothwell Park	\$180,000.00
Sewer from Shuneman to Robertson Road on Sparks	\$750,000.00
New console for 911 call taking	\$70,000.00
Social Distancing and mass vaccination station	\$500,000.00
Phase Two Conference Center Development	\$200,000.00
Spot Fixes based on heat map	\$1,000,000.00
Meeting Space for social distancing in 1st Floor of Kelly Hotel	\$150,000.00
Total Potential Project Cost	<u>\$6,979,000.00</u>
ARPA Funds Received on 8-30-21	\$1,373,655.28
ARPA Funds Promised as of 8-30-22	<u>\$1,373,655.28</u>
Total ARPA Funds Projected	\$2,747,310.56
Unapproved Project	\$3,894,664.44
Approved Projects	<u>\$337,025.00</u>
Remaining Funds	\$2,410,285.56

<u>Eligible</u>	<u>Approved</u>
yes	\$195,000.00
yes	
yes	
yes	
yes	\$142,025.00
	<hr/>
	\$337,025.00