

**NOTICE OF OPEN MEETING**  
**A G E N D A**  
**COUNCIL MEETING**  
**City of Moberly**  
**City Council Room – Moberly City Hall**  
**101 West Reed Street**  
**August 02, 2021**  
**6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

1. Approval of Minutes.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

2. A Request From Moberly VFW To Hold Their Annual Veteran’s Day Parade On November 13, 2021.

**Public Hearing and Receipt of Bids**

3. Public Hearing for CDBG Long Term Recovery Program.  
4. Receipt Of Bids For The Third (3rd) Round Of Demolitions On The CDBG Demo Grant.  
5. Receipt Of Bids For A Zero Turn Commercial Mower With Rear Discharge For Oakland Cemetery.

**Consent Agenda**

6. A Resolution Approving A Lease Agreement With The Moberly Area Chamber Of Commerce For Property Located At 220 W Reed Street And 209 W Coates And Authorizing The City Manager To Execute The Lease.  
7. A Resolution Accepting The Bid And Authorizing Contracting With J. T. Holman General Construction And Excavating, LLC For Demolition Of Eight (8) Residential Structures Under The Community Development Block Grant Program.  
8. A Resolution Authorizing The Purchase Of A Grasshopper Mower For Public Works Department.  
9. A Resolution Authorizing The City Manager To Execute A Governmental Consulting Services Agreement With Zamkus And Associates, LLC For Consultant And Lobbyist Work.  
10. A Resolution Authorizing The City Manager To Enter Into Task Order Number 14 With Bartlett & West, Inc., Supplementing A Master Agreement Dated June 14, 2016 Evaluating A Multi-Modal Facility For The Rail Track At The Moberly Industrial Park.  
11. A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute A Managed Services Agreement With The Tech Shop, LLC To Provide Information Technology Administrative Services To The Moberly Police Department.  
12. A Resolution Accepting The Response To A Request For Qualifications And An Agreement For Engineering Services With Waters Edge Aquatic Design For The Tannehill Park Splash Pad.

**Ordinances & Resolutions**

13. A Resolution Accepting A Permanent Stormwater Easement From MFA Oil Company.  
14. A Resolution Of The City Of Moberly, Missouri, Stating Intent To Seek Funding Through The Community Development Block Grant Program For Infrastructure Improvements And Authorizing The Mayor To Pursue Activities In An Attempt To Secure Funding.

- [15.](#) A Resolution Authorizing A Quit-Claim Deed To The Anglican Orthodox Church International.
- [16.](#) A Resolution Authorizing The City Manager To Enter Into An Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services For Replacement Of HDPE Liner At The Wastewater Treatment Facility.
- [17.](#) A Resolution Authorizing The Mayor Of Moberly, Missouri To Execute U.S. Government Forms Related To The Coronavirus State Fiscal Recovery Fund And The Coronavirus Local Fiscal Recovery Fund.
- [18.](#) A Resolution Approving And Authorizing The City Manager To Execute A Master Services Agreement, A Software And Professional Services Agreement And Addendum With GIS Workshop, LLC/D/B/A gWorks.
- [19.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

### **Official Reports**

#### **Anything Else to Come Before the Council**

- [20.](#) Appointment to the Fire Prevention Board.

### **Adjournment**

**We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at [www.cityofmoberly.com](http://www.cityofmoberly.com). The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.**

July 19, 2021

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Kyser to approve the minutes of the July 6, 2021, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a new street sweeper for the Public Works Department. The Public Works Department had demonstrations of three different street sweepers. **Key Equipment** demonstrated an Elgin Whirlwind at a MoDOT bid price of **\$317,565.00**. This pure vacuum sweeper is the type of sweeper the Public Works Department currently has. The first demonstration caused concern amongst staff because the sweeper had issues picking up debris and left trails of debris. Key Equipment took that model back to their shop, made changes, then brought it back a second time and it performed okay at that time. **Key Equipment** also brought and demonstrated an Elgin Crosswind which is a regenerative air type sweeper at a MoDOT bid price of **\$273,817.50**. The Public Works Department tested it on some of Moberly's chip seal streets and cul-de-sacs. It performed okay but left some debris around the pickup head. The third sweeper demonstrated was a New Tymco 500X regenerative air type sweeper from **Armor Equipment** at a MoDOT bid price of **\$286,793.00**. The Public Works Department took this sweeper to some of the worst areas in Moberly, and it performed flawlessly, even uncovering bricks on North Ault Street that staff did not know were there. This sweeper includes a side dump hopper which will dump at a height of 11 feet, allowing staff to empty contents into a dump truck on site instead of having to drive back and forth to and from the street barn to dump and unload. The Public Works Department has had two Tymco sweepers in the past and the maintenance cost on those was no different than the maintenance cost the Elgin currently has. After reviewing all three sweepers, the Public Works Department thinks the **Tymco 500X** would best suit its needs for a new street sweeper. It is in the middle of the price range at **\$286,793.00**, and the one they recommend the Council approves. A motion was made by Brubaker and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker,

Kimmons and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF UNDERSTANDING WITH THE AUSTIN PETERS GROUP, INC., FOR A MARKET SURVEY COMPENSATION UPDATE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker made a motion for **"A RESOLUTION ACCEPTING A PERMANENT STORMWATER EASEMENT FROM MFA OIL COMPANY"** to be tabled until the August 2, 2021, Council Meeting. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was tabled until the August 2, 2021, Council meeting.

Davis introduced **"A RESOLUTION ACCEPTING THE BID OF ARMOR EQUIPMENT FOR A TYMCO 500X STREET SWEEPER AND AUTHORIZING THE PURCHASE FOR \$286,793.00"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE PLACEMENT OF WELLNESS SIGNS IN THE CITY OF MOBERLY"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$529,156.79"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated John Brillhart and Robert Creed to be appointed to the Airport Advisory Board. A motion was made by Kimmons and seconded by Davis

to appoint John Brilhart and Robert Creed to the Airport Advisory Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following renewal liquor application was submitted for approval:

Loyal Order of the Moose #776, 2050 North Morley Street, Moberly, MO, submitted by Joshua Lewis. A motion was made by Kyser and seconded by Kimmons to grant the license subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Present from the news media was Chuck Embree, Moberly Monitor Index.

A motion was made by Davis and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of pending real estate, personnel and negotiated contract. (Closed Statute 610.021) (2,3,12,13). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

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

#### **Work Session**

The following was discussed at the work session:

Receipt Of Bids For The Third (3rd) Round Of Demolitions On The CDBG Demo Grant.

A Request From Moberly VFW To Hold Their Annual Veteran's Day Parade On November 13, 2021.

Receipt Of Bids For A Zero Turn Mower For The Oakland Cemetery.

A Discussion Of The Proposed Annexation Of Newly Acquired Real Property Located In Rothwell Park.

A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Resolution Authorizing The Service Agreement Between The Moberly Police And The Tech Shop For IT Management Program.

A Quit-Claim Deed For 621 West Coates To The Anglican Orthodox Church International.

A Bartlett And West Task Order #14 For Site Evaluation Of 605 Fowler Road For Rail Use.

An Agreement With Water's Edge Aquatic Design For The Tannehill Park Splash Pad Design, Bid, And Construction.

An Appointment To The Fire Prevention Board.

A Request From Moberly Area Chamber Of Commerce To Use 220 West Reed Street And Storage Of Basketball Goals In The Fennel Building For The Gus Macker Basketball Tournament.

DRAFT

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #2.

Department: Police

Date: August 2, 2021

**Agenda Item:** A Request from Moberly VFW to hold their annual Veteran’s Day Parade on November 13, 2021.

**Summary:** Moberly VFW Post 2654 requests permission to hold the 2021 Veteran's Day Parade on November 13, 2021 beginning at 1:00pm. Parade will stage in the 600 block of Adams Street and west into the 700 and 800 blocks of West Reed St. Parade will travel east on Reed Street from Adams and Johnson to Reed and Clark, turn right onto the 100 block of N Clark St, where the parade will disband. Contact person is VFW Commander Chris Wertz, 660-651-3869. Approximately 84 to 94 units are expected to participate, and the VFW will have approximately 10-15 volunteers assisting with the parade. Moberly Police are requested to provide traffic control along the parade route.

**Recommended Action** Approve this request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 6-20-2021

1. Organization/Agency requesting permit: VFW Post 2654

2. Name of Person making Application: Chris Wertz - Commander

Contact Person: Chris Wertz Phone: 660-651-3869 (Cell)

Address: 1347 S. Morley St. Moberly, MO 65270 660-263-6030 (Home) <sup>Post</sup>

3. Date of Parade: Nor. 13, 2021 Start Time: 1pm

4. Staging Area: Adams Street next to Post office then W. Reed - starting behind Post office - west to College Ave

5. Approximate Number of Units Participating in Parade:  
A. Bands 3 D. Foot Units 6  
B. Motorized Units 70-80 E. Animal Units Unknown  
C. Floats Maybe 5 F. Others Unknown

Total Number of Units: 84-94

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

7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? May give out small flags &/or Buddy poppies.

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes  No  If so, how many? 10-15 Hopefully

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

10. Signature of Applicant: [Signature]

11. Approved: [Signature] Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 0709.21  
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

1. Consumption of alcoholic beverages is prohibited.
2. No parade vehicles may be operated at excessive speeds or so operated as to break traction.
3. No parade vehicles may be operated any closer than five feet from a parked car or curb.
4. No dangerous objects will be thrown into a crowd by parade participants.
5. No parade participant shall appear in a state of nudity.
6. No parade participant shall conduct themselves in such a way so as to threaten, curse or offend any other person.
7. Parade participants shall be responsible for clean up after the termination of the parade activities.
8. If required by the Chief of Police, parade participants shall provide security personnel to assist the police in supervising the parade.
9. The parade should substantially follow the approved parade route as submitted and approved through the issuance of the parade permit.
10. Upon request of the Chief of Police, police officer or other authorized security officer, any parade participant shall remove himself or herself from the parade.

Special Requirements

Children running out to retrieve candy or other items thrown by parade participants pose a very dangerous situation. Due to concern for their safety the following restriction on the manner in which items are thrown is required:

1. The throwing of any objects (i.e., candy, balloons, coupons, stickers, fliers, etc.) from a moving unit within the parade is prohibited unless such unit has a minimum of two people (one on each side) assigned to ensure that objects thrown from the unit fall within an area of safety and not an area that would lure the children into the path of the parade units.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.

Department: Administration

Date: August 2, 2021

**Agenda Item:** Public Hearing for CDBG Long Term Recovery Program.

**Summary:** This application will be submitted to Mo Dept of Economic Development for \$600,000. The downtown infrastructure improvements is part of a larger project costing \$6,401,600. The city proposes to contribute \$991,813 in local cash, \$4,809,787 in EDA grant funds and \$600,000 in CDBG grant funds needed to make up the balance

**Recommended Action** Hold a Public Hearing

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

City of Moberly  
Public Hearing Notice

The City of Moberly will hold a public hearing on August 2, 2021, at 6:00 p.m. at City Hall located at 101 West Reed Street, Moberly, Missouri to discuss the city's submission of an application for the Community Development Block Grant (CDBG) Long Term Recovery program. The city is interested in obtaining all citizens' input on community development needs within the city. As part of the hearing process citizens will be asked to verbally assist in the completion of a Needs Assessment document. The document will detail what the residents feel are the strengths and weaknesses of the community. The city needs as much local participation as possible in order to reflect the true desires of the community as a whole, as well as the comments relating to the proposed project application. As a result of this funding no displacement of persons will occur.

The city is proposing to make downtown infrastructure improvements. The infrastructure improvements include the construction of a combined sewer storage facility. The 0.50 million-gallon (MG) storage facility will be designed and operated to capture excess combined sewage flow associated with the two-year, 24-hour return period storm associated with Moberly, Missouri. The purpose of the facility is to substantially mitigate the frequency of basement backups and street flooding. The downtown infrastructure improvements is part of a larger project costing \$6,401,600.

The city proposes to contribute \$991,813 in local cash, \$4,809,787 in EDA grant funds and \$600,000 in CDBG grant funds needed to make up the balance. All citizens, including those in the targeted area, are encouraged to attend in order to comment on the proposed activities.

For more information on the proposed project, contact City Manager, Brian Crane at 660-269-8705. If you need special accommodations for the public hearing, including LEP assistance, please contact Brian Crane July 30, 2021 at 5:00 p.m. The meeting will be held at an accessible location and the city will make every effort possible to provide reasonable accommodations.

Posted by: \_\_\_\_\_

Posted on: \_\_\_\_\_

**EMERGENCY APPLICATION: COMMUNITY NEEDS ASSESSMENT (PAGE 1 OF 2)**

<b>1. APPLICANT NAME:</b> City of Moberly				
<b>2. PERCENT OF LOW &amp; MODERATE INCOME (LMI) PERSONS IN THE APPLICANT'S JURISDICTION (CITY/COUNTY):</b> 49.96%				
Please complete all sections of this document at the time of pre-application required public hearing and any subsequent meetings the community feels necessary to compile a representative response for the community. The responses should best reflect the consensus of the hearing participants as a whole. There are no right or wrong responses. The assessment should honestly reflect the public's opinion and perception. If the elected officials disagree with any majority answer, an explanation should be offered.				
	<b>QUALITY OF FACILITIES AFFECTING ENTIRE JURISDICTION (Check one)</b>			
<b>A. PUBLIC WORKS INFRASTRUCTURE</b>	<b>DOESN'T EXIST</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
1. Water System		X		
2. Sanitary Sewer System			X	
3. Storm Sewer/Drainage				X
4. Streets			X	
5. Bridges		X		
6. Sidewalks		X		
<b>B. PUBLIC SERVICES</b>				
1. Fire Protection		X		
2. Police Services		X		
3. Code Enforcement		X		
4. Health Care		X		
5. Emergency Services		X		
6. Parking		X		
<b>C. COMMUNITY FACILITIES</b>				
1. Community Center		X		
2. Senior Citizen Center		X		
3. Sheltered Workshop		X		
4. Hospital(S)		X		
5. Infant/Day Care			X	
6. Mental Health Counseling Services			X	
7. Teen/Youth Center			X	
8. Drug Abuse Prevention/Rehabilitation			X	
9. Crime Prevention Program		X		
<b>D. HOUSING</b>				
1. Residential Rehabilitation		X		
2. Housing for Disabled		X		
3. Single Family Housing		X		
4. Affordable Rental Housing			X	
5. Lead-Based Paint Test/Abatement		X		
6. Energy Efficiency Improvements		X		
7. Homeownership Assistance		X		
8. Senior Housing		X		

**COMMUNITY NEEDS ASSESSMENT (PAGE 2 OF 2)**

<b>E. EDUCATION PROFILES</b>	<b>DOESN'T EXIST</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
1. Preschools		X		
2. Public Schools		X		
3. Vocational Schools		X		
4. Community Colleges		X		
5. Universities		X		
6. Continuing Education		X		
7. Employer-Based Skills Training		X		
8. Cooperative School-Business Partnerships		X		
9. Entrepreneurship Training		X		
<b>F. ECONOMIC DEVELOPMENT</b>				
1. Job Creation		X		
2. Start Up Business Assistance		X		
3. Employment Training		X		
4. Other Economic Development Needs		X		
<b>G. IDENTIFY THE COMMUNITY'S TOP FIVE PRIORITY NEEDS IN THIS ASSESSMENT – LIST IN ORDER OF IMPORTANCE AND INTENTION TO ADDRESS</b>				
1. Downtown Infrastructure Improvements				
2. Infrastructure Improvements in Industrial Park				
3. Commercial Demolition				
4. Sewer Improvements				
5. Waste Water Treatments				
<b>H. DESCRIBE THE PROPOSED PROJECT AS IT RELATES TO THE TOP FIVE PRIORITIES:</b>				
The downtown infrastructure improvements is the top priority for the City.				
<b>I. IF THE PROPOSED PROJECT DOES NOT APPEAR IN THE TOP FIVE COMMUNITY PRIORITIES, PROVIDE AN EXPLANATION:</b>				

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #4.

Department: Public Works

Date: August 2, 2021

**Agenda Item:** Receipt of bids on the CDGB Demolition Grant 3<sup>rd</sup> round.

**Summary:** We advertised for bids on 8 houses through the CDBG demolition grant. We received 1 bid that was opened at 10:01am on June 23, 2021. Attached is the bid advertisement and bid. Mark Twain Regional Council of Government recommends accepting this bid.

**Recommended**

**Action:** Accept this bid.

**Fund Name:** Structure Demolition And Debris Removal

**Account Number:** 100.005.5418

**Available Budget \$:** 185,000.00

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 checked="" 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

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri was awarded a Community Development Block Grant from the Missouri Department of Economic Development. The funds will be utilized to demolish vacant, dilapidated residential structures throughout the City of Moberly. **The City of Moberly will be accepting bids for approximately eight (8) residential structures to be demolished.**

Sealed bids will be received by City Clerk, Shannon Hance, at the City of Moberly, 101 W. Reed St., Moberly, MO 65270 **until 10:00 A.M. Wednesday, June 23, 2021.** The bids will then be publicly opened at said office and read aloud immediately following, on the same day. Bid packets must be labeled as follows: *Moberly Residential Demolition*. Any bids received after the 10:00 A.M. deadline will be considered ineligible. **NO FAXED BIDS WILL BE ACCEPTED.**

A Mandatory Pre-Bid Meeting will be held on **Wednesday, June 16, 2021 at 8:00 A.M.** at the City Hall located at 101 W. Reed St., Moberly, MO 65270. A walk-thru of the project sites will be conducted. Only bids received from a contractor attending this walk-thru will be accepted. Contractors will receive bid documents the day of the walk-through.

All bids **must** have a bid guarantee equivalent to 5% of the bid amount. This can be secured by a bid bond or certified check and **must** be included with the bid. Other bonding requirements may be required from the contractor after bid is awarded.

The bid also must include the bidders OSHA 10-hour safety certification.

The City reserves the right to waive any informalities or to reject any or all bids.

Prevailing Wage does not apply for this project.

The City of Moberly is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. For questions, please contact Samantha Diffenderfer, Mark Twain Regional Council of Governments at (573) 565-2203.

**PUBLISH TWO TIMES IN THE FOLLOWING:**

**WEDNESDAY, JUNE 2, 2021 EDITION  
WEDNESDAY, JUNE 9, 2021 EDITION**

**AN AFFIDAVIT IS REQUIRED UPON COMPLETION**



3rd Round Demolition  
& Residential Properties

CITY OF MOBERLY

"BID OPENING"

Date: 6/23/2021 10:00 AM

JT Holman Construction LLC

\$<sup>50,500</sup> total  
\$ includes asbestos  
abatement

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

J.T. Holman General Construction & Excavating, LLC  
2016 Jims Road  
Macon, MO 63552

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Moberly  
101 W. Reed Street  
Moberly, MO 65270

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

City of Moberly Residential Demolition, Moberly, MO - Demolition of 8 Residential Properties

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

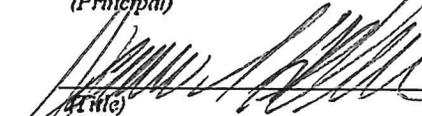
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

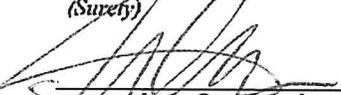
Signed and sealed this 17th day of June 2021

  
\_\_\_\_\_  
*(Witness)*

J.T. Holman General Construction & Excavating, LLC  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Title)*

Merchants National Bonding, Inc.  
*(Surety)* *(Seal)*

  
\_\_\_\_\_  
*(Title)* Anne Crowner, Attorney-in-Fact

  
\_\_\_\_\_  
*(Witness)*

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

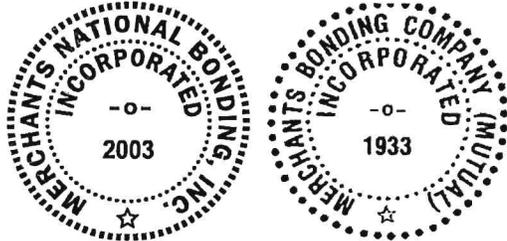
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

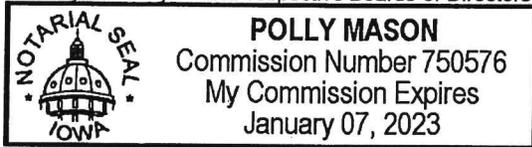


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



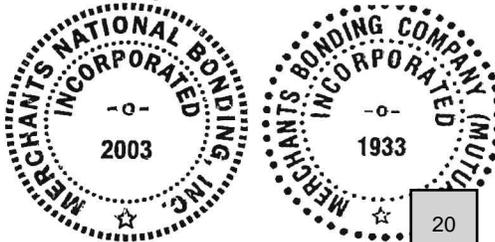
*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2021.



*William Warner Jr.*

Secretary



Company ID Number: 175717

Client Company ID Number: 813902

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902



If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

<b>Employer</b> J.T. Holman General Contractor, LLC	
Name (Please Type or Print)	Title
Signature	Date
<b>E-Verify Employer Agent</b> Moresource, Inc	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/15/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/15/2014



Company ID Number: 175717

Client Company ID Number: 813902

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J.T. Holman General Contractor, LLC
Company Facility Address	2016 Jims Road Macon, MO 63552
Company Alternate Address	P.O. Box 591 Macon, MO 63352
County or Parish	MACON
Employer Identification Number	141901499
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

ISEI1010-6911654

 **UC San Diego Extension**  
INTERNATIONAL SAFETY EDUCATION INSTITUTE

 **American Safety Council**

This card certifies that  
**BRANDON FORMENTO**  
has completed a 10-Hour OSHA Hazard Recognition Training  
for the Construction Industry.

  08/05/2012

Director: Scott MacKay      Trainer: Taylor Sikes      Grad. Date:

OSHA

002223232



U.S. Department of Labor  
Occupational Safety and Health Administration

*JAMES TALTON HOLMAN*

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

*John Rippey*  
(Trainer)

*4-6-09*  
(Date)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.

Department: Public Works

Date: August 2, 2021

**Agenda Item:** Receipt of bids for a new zero turn mower for the Cemetery Department.

**Summary:** We advertised for bids and received bids from 3 dealers that was opened at 10:01am on July 7, 2021. Attached is the bid advertisement, sign in sheet, specs, bid tab and bids. Staff is recommending the Grasshopper from Lees Lawn Care.

**Recommended**

**Action:** Accept this bid.

**Fund Name:** Cemetery CIP

**Account Number:** 100.010.5502

**Available Budget \$:** 18,000.00

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 checked="" 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

Advertisement for Bids

The City of Moberly will receive sealed bids for the following:

**1 New 2021/2022 Model Zero Turn Commercial Mower with Rear Discharge**

Specifications and bid form may be obtained at the office of the City Clerk’s Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked “**CEMETERY MOWER**” must be received by **10:00 a.m., Wednesday, July 7, 2021**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tim Grimsley at (660) 353-8003.

SUBMITTED BY TOM SANDERS  
CITY OF MOBERLY  
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR INDEX:

**WEEKEND EDITION, JUNE 19, 2021**

BID SPECS FOR NEW 2021/2022 ZERO TURN COMMERCIAL MOWER

ENGINE-MINIMUM 27 HP TWIN CYLINDER GASOLINE

DRIVE SYSTEM-DUAL HYDROSTATIC,SEPARATE PUMP AND WHEEL MOTOR TYPE  
MINIMUM 16CC PISTON TYPE PUMP WITH HIGH TORQUE WHEEL MOTOR

DECK-60 OR 61 INCH MID MOUNT TYPE,MINIMUM 10 GAUGE STEEL CONSTRUCTION  
REINFORCED WITH REAR DISCHARGE

DECK SPINDLES-MINIMUM 1" OD SHAFT WITH MACHINED ALUMINUM OR CAST  
IRON HOUSING CONSTRUCTION,SEALED OR GREASABLE FROM TOP SIDE

STARTER AND ELECTRICAL SYSTEM- 12 VOLT

TIRES-MANUFACTURERS STANDARD FRONT AND REAR

ROPS-MANUFACTURERS STANDARD ROLL OVER PROTECTION

HOUR METER-MANUFACTURERS STANDARD EQUIPMENT

FUEL TANK-MINIMUM 10 GALLONS WITH FUEL GAUGE

SEAT-SUSPENSION TYPE WITH ARMRESTS

GROUND SPEED-MINIMUM 10 MPH

WARRANTY-MANUFACTURERS STANDARD

**NOTE** THIS MOWER SHALL BE A COMMERCIAL(NOT RESIDENTIAL) GRADE MOWER  
AND ANY DEVIATION FROM SPEC MUST BE NOTED ON BID.

**NOTE** THE CITY OF MOBERLY RESERVES THE RIGHT TO ACCEPT ANY BID  
REGARDLESS OF PRICE.

CITY OF MOBERLY

“BID OPENING”  
Sign-In Sheet

Date: 7/7/2021, 10:00 a.m.

Name

Company

Shannon Hance

City of Moberly

Milo Lagle

City of Moberly

Tom Sanders

"

Caren Beal

"

June 11, 2021

CITY OF MOBERLY, MISSOURI  
CEMETERY DEPARTMENT

BID FORM

Bid due date: **July 7, 2021; 10:00 a.m.**

We are requesting a bid quotation for:

One new 2021/2022 Zero Turn Commercial Mower  
Rear Discharge 60" or 61" Mid Mount Mower Deck  
Roll Over Protection, Min. of 27 H.P. Twin Cylinder  
Hour Meter, Fuel Gage

Total Bid \$ 8400.00

Dealer Name: Lees Lawn Care & Equipment.

Brand Name & Model: Grasshopper.

Authorized Signature: Jay Lees

Delivery Date: Approx 2 weeks after Bid Approval

Bid Submission deadline 10:00 a.m. **July 7, 2021** to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

June 11, 2021

CITY OF MOBERLY, MISSOURI  
CEMETERY DEPARTMENT

BID FORM

Bid due date: July 7, 2021; 10:00 a.m.

We are requesting a bid quotation for:

One new 2021/2022 Zero Turn Commercial Mower  
Rear Discharge 60" or 61" Mid Mount Mower Deck  
Roll Over Protection, Min. of 27 H.P. Twin Cylinder  
Hour Meter, Fuel Gage

Total Bid \$ 11,499<sup>00</sup> -

Dealer Name: JEFF DAVIS SALES + SERVICE

Brand Name & Model: HUSTER SUPER 2 RD 60" # 941195

Authorized Signature: [Signature]

Delivery Date: Est. Sept. 1st 2021

\* Need to know if ~~it's~~ I'm Best Bid so I can  
get Mower ORDERED ASAP. THX

Bid Submission deadline 10:00 a.m. July 7, 2021 to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

2061 N Morley  
Moberly, MO 65270

660-263-1137



July 2021

Thank You for contacting us for a bid. Please find the information below on pricing as well as attached specification comparisons, information sheets, and a 2021 Ferris catalog.

ISX3300 – 5901881 40 HP - In Stock Mower	\$14,899.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
<b>Final Price</b>	<b>\$13399.00</b>

*(Please Note: 40HP ISX3300 is currently in stock and for sale at the time of this quote)*

ISX3300 – 5901980 – 32HP - Spring 2022	\$12899.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
<b>Final Price</b>	<b>\$11399.00</b>

ISX2200 – 5901845 – 28HP - Spring 2022	\$11999.00
Non-Profit/Municipality Discount Ferris	-\$1000.00
McKeown Farm & Lawn Discount	<u>-\$500.00</u>
<b>Final Price</b>	<b>\$10499.00</b>

*Quote good for 45 days from July 7<sup>th</sup>, 2021*

Ferris Warranty: See the last page in the book page 58.

Included:

- 2021 Ferris Catalog
- ISX 3300 Bid Spec Sheet
- ISX 2200 Bid Spec Sheet
- Comparison Chart

Respectfully Submitted,

Michael McKeown

# Comparison Chart - McKeown Farm & Lawn

In Stock **ISX3300**

Spring 2022 **ISX3300**

Spring 2022 **ISX2200**

## Requested Specs.

### Gas Engine

Horse power	Minimum 27HP twin cylinder gasoline	40 gross HP/993cc EFI ETC gasoline	32 gross HP/896cc gasoline	28 gross HP /810cc
Starter	12-volt	12-volt	12-volt	12-volt
Fuel Capacity	Min 10 gallon w/fuel guage	11 Gallons	11 Gallons	11 Gallons
Hour Meter	Manufacturers standard equipment	Dual function hour meter	Dual function hour meter	Dual function hour meter

Dual hydrostatic, separate pump and wheel motor type minimum 16CC piston type pump with high torque wheel motor

Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors. Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard

Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors. Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard

Mid-mount, zero turn mower with suspension and dual hydrostatic transmissions. Dual Hydro-Gear® ZT-4400™ transaxles with 8.3" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard

### ROPS

Manufacturers standard roll over protection

165° foldable

165° foldable

180° foldable

### Machine Suspension

ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks

ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks

ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks

### Seat

Suspension type with armrests

Suspension type with armrests

Suspension type with armrests

Suspension type with armrests

**Requested Specs.**

*In Stock* **ISX3300**

*Spring 2022* **ISX3300**

*Spring 2022* **ISX2200**

<b>Deck</b>	<b>Rear Discharge</b>	<b>Right Discharge</b>	<b>Right Discharge</b>
<b>Cutting Width Discharge</b>	60"-61" mid mount type, minimum 10 gauge steel construction reinforced with rear discharge	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge	10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge
<b>Deck Spindles</b>	Minimum 1" OD shaft with machined aluminum or cast iron housing construction, sealed or greasable from top side	Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable	Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable
<b>Overall Unit</b>			
<b>Tires-Front</b>	Manufacturers Standard	13" x 6.5"-6"	13" x 6.5"-6"
<b>Tires-Rear</b>	Manufacturers Standard	26" x 12"-12"	24"x12"-12"
<b>Ground Speed</b>	Minimum 10MPH		
<b>Forward</b>	0-12 MPH		0-10 MPH
<b>Reverse</b>	0-5 MPH		0-5 MPH
<b>Warranty</b>	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)	Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60 months) unlimited hours. Transaxles, 3-years (36 months)



# ISX™ 3300



61" 72"

**TYPE** Mid-mount, zero turn mower with suspension and dual hydro pumps and wheel motors

**ENGINE** Vanguard® BIG BLOCK™ w/ Oil Guard™ 32 gross hp/896cc (61", & 72")  
Vanguard® BIG BLOCK™ EFI w/Oil Guard™, 40 gross hp/993cc EFI ETC (61" & 72")  
~~Kawasaki® FX021V, 31-gross HP/999cc (61")~~  
~~Kawasaki® FX1000V, 38.5-gross HP/999cc EFI (61" & 72" deck)~~

**AIR CLEANER** Remote multi-stage canister air filter (Kawasaki models)  
Remote centrifugal dry type with dual replaceable elements (Vanguard models)

**PTO** Electric

**FUEL CAPACITY** 11 Gallons

**DUMP VALVES** Transmission release actuator on the side of each transmission, one per each transmission

**CUT WIDTH** 61", 72" side discharge

**HEIGHT CONTROL** Foot operated quick pin adjust 1.5" to 5"

**DECK CONST.** 10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge

**DISCHARGE CHUTE** Flexible rubber

**SPINDLES** Cast-iron roller bearing spindles 1" shaft, 8" six bolt flange design, greaseable

**BLADES** 0.25" thick heat treated

**DECK MOUNT** All 4 corners mounted to frame

**SUSPENSION** ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks

**DRIVE SYSTEM** Dual commercial Hydro-Gear® ZT-5400 Powertrain® transaxles with 9" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard

**BELTS** Dual continuous loop, aramid wrapped, 5V-section belts

**DRIVE AXLES** 1.375" shaft five bolt pattern wheels

**TIRES** 26" x 12" - 12"

**FRONT CASTERS** 13" x 6.5" - 6"

**SPEED** 0-12 mph forward, 0-5 mph reverse

**OVERALL LENGTH** 84.5"

**OVERALL WIDTH** 76.75 / 66.5 (61"), ~~85.75 / 76.5 (72")~~

**DRY WEIGHT** 1443 lbs (61"), ~~1511 lbs (72")~~

**FRAME** 1.5" by 2.5"- 3-Gauge tubing

**PAINT** Powdura® Superdurable polyester powder coat with excellent impact resistance and outstanding salt and UV protection

**INSTRUMENT.** Dual function hour meter, dual fuel level gauges (each tank)

**CONTROL SYSTEM** Adjustable ergonomic twin steel operator-controlled sticks

**PARKING BRAKE** Hand-operated internal transaxle brake

**CERTIFIED ROPS** 165° foldable

**WARRANTY†** Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60) months) unlimited hours. Transaxles, 3-years (36 months)

† Power levels are stated gross horsepower at 3600 rpm per SAE J1940 as rated by Briggs & Stratton.  
‡ See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.



# ISX™ 2200



~~52"~~ 61"

**TYPE** Mid-mount, zero turn mower with suspension and dual hydrostatic transmissions

**ENGINE** Vanguard® 810cc EFI w/ Oil Guard™  
28 gross hp/810cc (~~52"~~, 61", suspension seat)  
~~Kawasaki® FX801V, 25.5 gross hp/785cc  
(52", 61", suspension seat)~~  
~~Kawasaki® FX730V EFI 26 gross hp/726cc  
(52", 61", suspension seat)~~

**AIR CLEANER** Remote centrifugal dry type with dual replaceable elements (Vanguard Models)  
Remote multi-stage canister air filter (Kawasaki models)

**PTO** Electric

**FUEL CAPACITY** 11 gallons

**DUMP VALVES** Transmission release lever on top of the transmission, one release lever per each transmission

**CUT WIDTH** 52", 61" side discharge

**HEIGHT CONTROL** Foot operated quick pin adjust 1.5" to 5"

**DECK CONST.** 10-gauge fabricated, double top deck, reinforced side skirts, overlap welded corners. Reinforced leading edge

**DISCHARGE CHUTE** Flexible rubber

**SPINDLES** Aluminum (52"), Cast iron (61"), greaseable

**BLADES** 0.25" thick heat treated

**DECK MOUNT** All 4 corners mounted to frame

**SUSPENSION** ForeFront™ Suspension System - Front independent with four control rods with large size adjustable coil-over shocks and a rear swing with large adjustable coil-over shocks

**DRIVE SYSTEM** Dual Hydro-Gear® ZT-4400™ transaxles with 8.3" cooling fans. Self-contained charge pump design, cut steel gears, 0.5 qt oil filter and steel oil filter guard

**BELTS** Dual continuous loop, aramid wrapped, 5V-section belts

**DRIVE AXLES** 1.375" shaft five bolt pattern wheels

**TIRES** ~~24 x 9.5 - 12 (52")~~, 24 x 12 - 12 (61")

**FRONT CASTERS** ~~13 x 5 - 6 (52")~~, 13 x 6.5 - 6 (61")

**SPEED** 0-10 mph forward, 0-5 mph reverse

**OVERALL LENGTH** 82.5"

**OVERALL WIDTH** ~~67 / 57 (52")~~, 78 / 61.5 (61")

**DRY WEIGHT** ~~1223 lbs (52")~~, 1295 lbs (61")

**FRAME** 1.5" by 2" x 0.25" - 11-gauge tubing

**PAINT** Powdura® Superdurable polyester powder coat with excellent impact resistance and outstanding salt and UV protection

**INSTRUMENT.** Dual function hour meter, dual fuel level gauges (each tank)

**CONTROL SYSTEM** Adjustable ergonomic twin steel operator-controlled sticks

**PARKING BRAKE** Hand operated internal transaxle brake

**CERTIFIED ROPS** 180° foldable

**WARRANTY†** Engine 3-year limited manufacturer's warranty. Balance of machine 4-year limited warranty (48 months or 500 hours whichever occurs first, unlimited hours during the first 2 years (24 months). Coil-over suspension related components covered for 5 years (60) months unlimited hours. Transaxles, 3-years (36 months)

† Power levels are stated gross horsepower at 3600 rpm per SAE J1940 as cited by Briggs & Stratton.  
\*\* All power levels are stated gross horsepower per SAE J2723 as rated by Kawasaki.  
† See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.

Department: Comm. Dev.

Date: August 2, 2021

**Agenda Item:** A Resolution Approving A Lease Agreement With The Moberly Area Chamber Of Commerce For Property Located At 220 W Reed Street And 209 W Coates And Authorizing The City Manager To Execute The Lease.

**Summary:** The Chamber of Commerce has requested the use of 220 West Reed for the Gus Macker hospitality building for Sept. 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. This would be an area for volunteers to rest, lunch drinks, etc.

Additionally, they are asking for permission for store basketball goals in the Fennel building for an estimated 2-4 weeks prior to the event.

Staff has reviewed the request and feel that the City could accommodate the request if approved by the council.

An agreement should be prepared that would include the Chamber be responsible for cleanup, damages, etc. and loading and unloading of the equipment.

**Recommended**

**Action:** Approve this resolution.

**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>	___	___
___ Correspondence	<u>x</u> 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			
___ Consultant Report	___ Other_		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE MOBERLY AREA CHAMBER OF COMMERCE FOR PROPERTY LOCATED AT 220 W REED STREET AND 209 W COATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.**

**WHEREAS**, the Moberly Area Chamber of Commerce is desirous of renting office space at 220 W Reed Street to us as a hospitality space during the Gus Macker basketball tournament and storage space in the Fennel Building at 209 W Coates Street for basketball goals used during the tournament;

**WHEREAS**, it is desirable for the city to assist with providing the Chamber space to conduct operations during the tournament; and

**WHEREAS**, the lease agreement attached hereto provides for a lease term beginning September 1, 2021 and ending September 30, 2021 and sets forth the rights and liabilities of the parties.

**NOW, THEREFORE**, the lease agreement with Moberly Area Chamber of Commerce is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

BUILDING LEASE  
CITY OF MOBERLY, MISSOURI  
220 WEST REED STREET, 209 WEST COATES STREET

THIS LEASE is made this \_\_\_ day of \_\_\_\_\_, 2021, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Moberly Area Chamber of Commerce (hereinafter "Lessee").

**RECITALS**

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City is willing to lease property at 220 W. Reed and 209 W. Coates to Lessee.
- D. Lessee is desirous of using the leased property as part of the Gus Macker Basketball Tournament set for September of 2021.

**AGREEMENT**

**SECTION 1. RECITALS**

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

**SECTION 2. PREMISES**

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 220 W. Reed Street (hereinafter "Premises #1") and the storage space located in the Fennel Building at 209 W. Coates Street, Moberly, Missouri 65270 (hereinafter "Premises #2"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

**SECTION 3. TERM**

3.1 The term of the lease for Premises #1 shall be from September 20 to September 30, 2021, and the term of the lease for Premises #2 shall be from September 1 to September 30, 2021.

3.2 Renewal. This lease shall not be automatically renewed.

3.3 Abandonment. Lessee shall occupy both Premises during the entire Lease Terms, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

**SECTION 4. RENTAL AMOUNT**

4.1 Monthly. Lessee shall pay One Dollar as full consideration for use of both Premises.

**SECTION 5. LESSEE’S PERMITTED USE AND ACTIVITY**

5.1 Use. Lessee may utilize Premises #1 as a hospitality space for Gus Macker tournament workers and volunteers and may utilize Premises #2 to store basketball goals used in the Gus Macker tournament.

5.2 Access and Key. Lessee shall be issued keys to access both Premises. Lessee shall be charged \$20 to replace any lost key(s).

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

**SECTION 6. PARTIES OBLIGATIONS**

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. Lessee agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement. Lessee agrees to clean up the property and be responsible for any damages to the leased Premises.

6.3 Trash Disposal. Lessee shall be responsible for set up and payment of trash service (if any).

6.4 Utilities. Lessee shall be responsible for set up and payment of all utilities used at the premises including internet or phone service (if any).

**SECTION 7. ASSIGNMENT**

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City’s express written approval of such transfer.

**SECTION 8. LIABILITY**

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party’s liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee’s use of the property or injury or damage to any third party.

**SECTION 9. INSURANCE**

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter’s insurance or business interruption coverage, if desired.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time as amended, or otherwise available to City, or its elected officials or employees.

**SECTION 10. DAMAGE OR DESTRUCTION**

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee’s rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee’s rental obligation shall terminate.

**SECTION 11. DEFAULTS**

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an “Event of Default” elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

**SECTION 12. REMEDIES**

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days’ notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

**SECTION 13. TERMINATION**

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent , obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

**SECTION 14. NOTICES**

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from one party to the other shall be addressed to:

CITY  
Brian Crane  
City Manager  
101 West Reed Street  
Moberly, MO 65270

LESSEE  
Megan Schmitt  
MACC  
211 West Reed Street  
Moberly, Missouri 65270

**SECTION 15. MUNICIPAL AUTHORITY**

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

**SECTION 16. GOVERNING LAW**

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

**SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

**SECTION 18. PUBLIC RECORDS ACT**

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

**SECTION 15. COUNTERPARTS**

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

**SECTION 16. NO PROMISE OF FUNDING**

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

**IN WITNESS WHEREOF**, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

\_\_\_\_\_  
Randall D. Thompson  
City Attorney

By: \_\_\_\_\_  
Brian Crane  
City Administrator

ATTEST:

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

LESSEE

\_\_\_\_\_  
Moberly Area Chamber of Commerce

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #7.

Department: Public Works

Date: August 2, 2021

**Agenda Item:** A Resolution Accepting The Bid And Authorizing Contracting With J. T. Holman General Construction And Excavating, LLC For Demolition Of 8 Residential Structures Under The Community Development Block Grant Program.

**Summary:** We advertised for bids on 8 houses through the CDBG demolition grant. We received 1 bid that was opened at 10:01am on June 23, 2021. Attached is the bid advertisement and bid. Mark Twain Regional Council of Government recommends accepting this bid.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Structure Demolition And Debris Removal

**Account Number:** 100.005.5418

**Available Budget \$:** 185,000.00

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	___ Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
___ Correspondence	<u>x</u> 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 _____			

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH J. T. HOLMAN GENERAL CONSTRUCTION AND EXCAVATING, LLC FOR DEMOLITION OF 8 RESIDENTIAL STRUCTURES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, on January 6, 2020, the city accepted grant funding for demolition of dilapidated residential structures; and

**WHEREAS**, previously on September 8, 2020 and February 16, 2021 J. T. Holman General Construction and Excavating, LLC, (“Holman”) was awarded contracts to demolish residential structures under the grant; and

**WHEREAS**, an advertisement for bids was published for two consecutive weeks for the demolition of eight (8) additional residential structures as part of the Community Development Block Grant demolition program; and

**WHEREAS**, the bid opening took place on June 23, 2021 with one bid being received in the amount of \$50,500.00 submitted by J. T. Holman General Construction and Excavating, LLC; and

**WHEREAS**, the Holman bid was in proper form and city staff recommends acceptance of the bid.

**NOW, THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Holman and authorizes the City Manager to execute a demolition contract for the 8 residential structures identified in the bid upon the terms and conditions of the bid advertisement and the grant program.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



3rd Round Demolition  
& Residential Properties

CITY OF MOBERLY

"BID OPENING"

Date: 6/23/2021 10:00 AM

JT Holman Construction LLC

\$<sup>50,500</sup> total  
\$ includes asbestos  
abatement

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

J.T. Holman General Construction & Excavating, LLC  
2016 Jims Road  
Macon, MO 63552

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Moberly  
101 W. Reed Street  
Moberly, MO 65270

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

City of Moberly Residential Demolition, Moberly, MO - Demolition of 8 Residential Properties

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

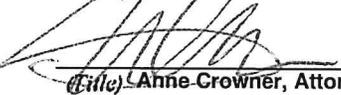
Signed and sealed this 17th day of June 2021

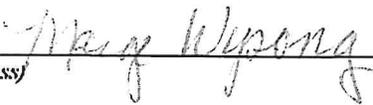
  
\_\_\_\_\_  
*(Witness)*

J.T. Holman General Construction & Excavating, LLC  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Title)*

Merchants National Bonding, Inc.  
*(Surety)* *(Seal)*

  
\_\_\_\_\_  
*(Title)* Anne Crowner, Attorney-in-Fact

  
\_\_\_\_\_  
*(Witness)*

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

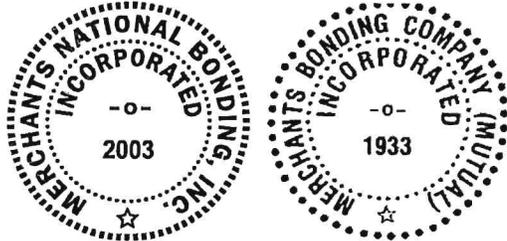
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

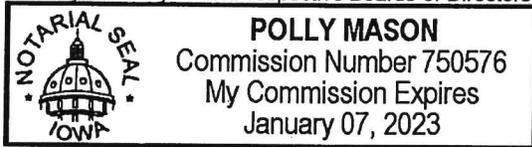


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



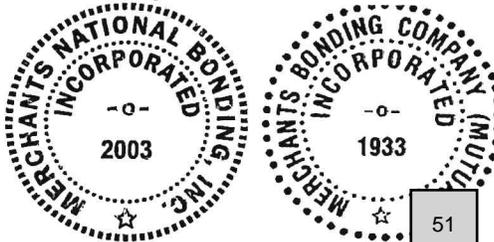
*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2021.



*William Warner Jr.*

Secretary



Company ID Number: 175717

Client Company ID Number: 813902

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902



If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

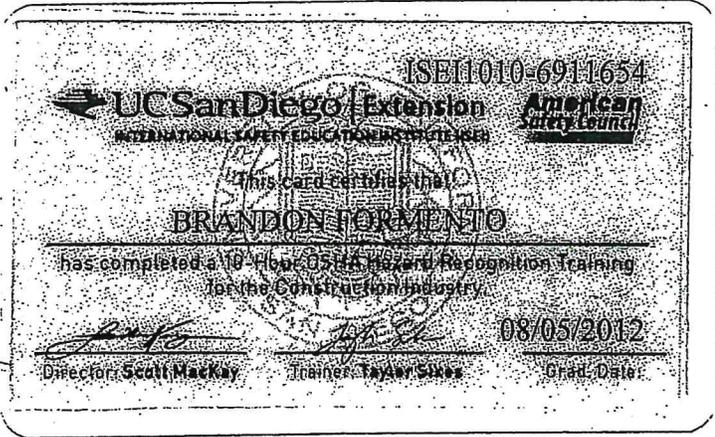
<b>Employer</b> J.T. Holman General Contractor, LLC	
Name (Please Type or Print)	Title
Signature	Date
<b>E-Verify Employer Agent</b> Moresource, Inc.	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/16/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	09/15/2014



Company ID Number: 175717

Client Company ID Number: 813902

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J.T. Holman General Contractor, LLC
Company Facility Address	2016 Jims Road Macon, MO 63552
Company Alternate Address	P.O. Box 591 Macon, MO 63352
County or Parish	MACON
Employer Identification Number	141901499
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



OSHA

002223232



U.S. Department of Labor  
Occupational Safety and Health Administration

*JAMES TALTON HOLMAN*

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

*JOHN RIPPY*  
(Trainer)

*4-6-09*  
(Date)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #8.  
 Department: Public Works  
 Date: August 2, 2021

**Agenda Item:** A Resolution Authorizing The Purchase Of A Grasshopper Mower For Public Works Department.

**Summary:** We advertised for bids and received bids from 3 dealers that was opened at 10:01am on July 7, 2021. Attached is the bid tab. Staff is recommending the Grasshopper from Lees Lawn Care.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Cemetery CIP

**Account Number:** 100.010.5502

**Available Budget \$:** 18,000.00

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF A GRASSHOPPER MOWER FOR PUBLIC WORKS DEPARTMENT.**

**WHEREAS**, the Public Works department is in need of a new mower for use at Oakland Cemetery; and

**WHEREAS**, bids for a new zero turn mower were requested with three vendors providing responsive bids; and

**WHEREAS**, the bid from Lee’s Lawn Care and Equipment, LLC in the amount of \$8,400.00 for a Grasshopper zero turn mower is the lowest responsible bid; and

**WHEREAS**, city staff recommends acceptance of the bid and the purchase of the mower.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Lee’s Lawn Care and Equipment, LLC and authorizes the City Manager or his designee to purchase the Grasshopper brand mower of the sum of \$8,400.00.

**RESOLVED** this 2<sup>nd</sup> day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**BID TABULATION FOR ZERO TURN MOWER**

<b>COMPANY</b>	<b>BID</b>	<b>BRAND</b>
Lee's Lawn Care	\$8,400.00	GRASSHOPPER
Jeff Davis Sales & Service	\$11,499.00	HUSTLER SUPER, 60" DECK
McKeown Farm & Lawn	\$10,499.00	FERRIS ISX2200 28HP
McKeown Farm & Lawn	\$11,399.00	FERRIS ISX3300 32HP
McKeown Farm & Lawn	\$13,399.00	FERRIS ISX3300 40HP
<b>Once approve by City Council, we will notify the bid winner</b>		

# City of Moberly City Council Agenda Summary

Agenda Number: #9.

Department: City Manager

Date: August 2, 2021

**Agenda Item:** A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The annual renewal for our government relations specialist is set to renew for one year. This position helps with conveying the city’s message with our federal and state legislature, executive departments of the state, and various state and federal agencies. This contract is for \$15,000 annually and will continue our efforts at improving or stopping actions which are important to the city. Major items worked on this year were, the Low-Income Tax Credit Program, economic development issues, prevailing wage, DNR items, transportation, historic tax credits, and internet sales tax. While we had many successes this year including the WayFair and Gas Tax, we will need to continue our efforts in the future.

**Recommended**

**Action:** Approve this resolution.

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL CONSULTING SERVICES AGREEMENT WITH ZAMKUS AND ASSOCIATES, LLC FOR CONSULTANT AND LOBBYIST WORK.**

**WHEREAS**, the City and Zamkus and Associates, LLC. heretofore entered into a Governmental Consulting Services Agreement, the terms and conditions of which apply to this Consulting Agreement; and

**WHEREAS**, the consultant/lobbyist is engaged in the business of providing governmental consulting services; and

**WHEREAS**, the City has significant interest in Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits;

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Governmental Consulting Service Agreement and take such other and further actions as may be required to complete the agreement with Zamkus and Associates, LLC.

**RESOLVED** this 2<sup>nd</sup> day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

**This Governmental Consulting Services Agreement** is entered into on this \_\_\_ day of August 2021, by and between **Zamkus and Associates, L.L.C** with their principal office located at 5113 Sharon Drive Jefferson City, MO 65109 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

**WHEREAS**, Consultant/Lobbyist is engaged in the business of providing governmental consulting services; and

**WHEREAS**, Client is a city located in Randolph County, Missouri that is interested in providing quality affordable housing and maintaining the safety and wellbeing of its nearly fourteen thousand citizens; and

**WHEREAS**, Client has significant interest in the Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits currently authorized under the provisions of Missouri State law; and

**WHEREAS**, Consultant/Lobbyist has been retained by Client to provide governmental consulting services for Client as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client’s desire to monitor and lobby legislation which would have an impact on specific economic development interests of the Client; and

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2021 through July 16<sup>th</sup>, 2022. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2021 through July 16, 2022, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

9. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

**CONSULTANT/LOBBYIST**

Jason Zamkus/Principal  
ZAMKUS & ASSOCIATES, LLC  
5113 Sharon Drive  
Jefferson City, MO 65109  
(573) 291-6180  
[jzamkus@gmail.com](mailto:jzamkus@gmail.com)

**CLIENT**

Brian Crane, City Manager  
City of Moberly, Missouri  
101 Reed Street  
Moberly, MO 65207  
(660) 998-0137  
[bcrane@cityofmoberly.com](mailto:bcrane@cityofmoberly.com)

10. **Effectiveness; Date:** This Agreement will become effective when upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

**ZAMKUS & ASSOCIATES, L.L.C.**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**THE CITY OF MOBERLY**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**General Deliverables - Appendix A**

- Monitor and lobby LIHTC and other tax credit reform legislation;
- Identify and track legislation that could be utilized as vehicle for LIHTC or other tax credit reform legislation by amendment;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may affect tax credit legislation will be addressed or voted upon;
- Collect all relevant material from hearings;
- Compile all relevant information gathered;
- Facilitate meetings with key decision makers and staff regarding regulatory, legislative and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

**ZAMKUS & ASSOCIATES, L.L.C.**

**THE CITY OF MOBERLY**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# City of Moberly City Council Agenda Summary

#10.

**Agenda Number:** \_\_\_\_\_  
**Department:** Comm. Dev.  
**Date:** August 2, 2021

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into Task Order Number 14 With Bartlett & West, Inc., Supplementing A Master Agreement Dated June 14, 2016 Evaluating An Multi-Modal Facility For The Rail Track At The Moberly Industrial Park.

**Summary:** Bartlett & West has submitted the attached proposal for the site evaluation of 605 Fowler Road for rail use. Below I have listed the scope of the project. This evaluation should give us good direction/information as to how we want to proceed with the site, however we may require some additional specialized service to better evaluate the current and predicted rail needs in the community.

Staff recommend proceeding with the site study. The cost for the work (\$9,800) would come from Transportation Trust fund.

**Scope of Services for the Site Evaluation:**

- Conference call with City to review scope and schedule site visit.
- Perform site evaluation and condition assessment of existing industrial track from crossing at W Fowler Road to western terminus on City owned property
- Meet with City representative to discuss expectations of rail service (if available)
- Prepare initial exhibit with site evaluation findings.
- Prepare exhibits for two options (to stay on the 605 Fowler Road parcel and extension to Everlast building)
- Prepare high-level estimate of probable construction cost to be included with the exhibit.
- Review exhibits and cost estimates with City.
- Services do not include survey, environmental, or geotechnical.

**Recommended**

**Action:** Approve this resolution.

**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"/> Correspondence	<input checked="" 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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 14 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016, EVALUATING A MULTI-MODAL FACILITY FOR THE RAIL TRACK AT THE MOBERLY INDUSTRIAL PARK.**

**WHEREAS**, city staff is considering the development of a multi-modal facility to serve an existing industrial rail track at the Moberly Industrial Park along the Norfolk Southern mainline; and

**WHEREAS**, Bartlett & West, Inc., is generally qualified to provide the necessary engineering expertise to investigate and study development of such a multi-modal facility; and

**WHEREAS** Bartlett & West, Inc has proposed an addition to their Master Agreement dated June 14, 2016, entitled Task Order Number 14 which outlines a scope of services necessary to study development of a multi-modal facility at the Moberly Industrial Park for an amount not to exceed \$9,800.00

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, THAT** Task Order Number 14 is hereby approved in all respects and the City Manager is hereby directed to execute the agreement on behalf of the city and to take such other and further action as may be necessary to complete the intent of this Resolution.

**RESOLVED** this 2nd day of August 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

BARTLETT & WEST, INC.  
TASK ORDER NUMBER 14

This task order No. 14 is issued relative and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for professional Services between the City of Moberly, Missouri and Bartlett & West, Inc. (“Consultant”) as dated June 14, 2016 and as further modified herein.

The Provisions of this Task are as follows:

A. **Definitions and Rules of Interpretation.** For purposes of this Task Order, definitions and rules of interpretation and outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.

B. **Project Understanding:**  
The City of Moberly is considering the development of a multi-modal facility that would be served by an existing industrial track along the Norfolk Southern mainline.

Bartlett & West participated in a conference call with the City to review the possible multi-modal site and discuss the existing industrial track and its condition.

Bartlett & West recommended performing a site evaluation to assess the condition of the existing industrial track and access to the possible multi-modal site. This would involve having one of our rail specialists go to the site and walk the existing track and where the new track would be constructed for the multi-modal site. We would ask to have a city representative available to discuss the expectations of the rail service if that is possible.

After performing the site evaluation Bartlett & West will prepare a site exhibit and include the information identified from the visit. At this time, no survey has been done to capture the existing topography, but Bartlett & West will use existing digital aerial information and prepare a high-level estimate of probable construction cost to be included with the exhibit.

If the City decides to move forward with the construction of the new rail service Bartlett & West can develop a detailed engineering design proposal for accomplishing this work.

**C. Scope of Services for the Site Evaluation:**

- **Conference call with City to review scope and schedule site visit.**
- **Perform site evaluation and condition assessment of existing industrial track from crossing at W Fowler Road to western terminus on City owned property**
- **Meet with City representative to discuss expectations of rail service (if available)**
- **Prepare initial exhibit with site evaluation findings.**
- **Prepare exhibits for two options (to stay on the 605 Fowler Road parcel and extension to Everlast building)**
- **Prepare high-level estimate of probable construction cost to be included with the exhibit.**
- **Review exhibits and cost estimates with City.**
- **Services do not include survey, environmental, or geotechnical.**

- D. Time of Performance for Services: Completion of all services will be within 6 weeks of notice to proceed of the execution of this agreement by both parties.
- E. Compensation for Services: The overall project will be for a lump sum amount of **\$9,800.00**.
- F. Client Responsibilities: Client's responsibilities in the completion of this Task Order are providing timely reviews
- G. Special Items: Special Items relative to this Task Order are as follows: Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.

Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

**Client:**

CITY OF MOBERLY, MISSOURI

**Consultant:**

BARTLETT & WEST, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #11.

Department: Police

Date: August 2, 2021

**Agenda Item:** Resolution authorizing the Service Agreement between the Moberly Police and The Tech Shop for IT Management Program.

**Summary:** The current IT agreement between the Moberly Police Department and The Tech Shop will expire on August 31, 2021. The Police Department and The Tech Shop desire to renew the managed services agreement for another year. The Tech Shop has provided IT services to the Police Department for several years with good results. Annual cost of the agreement is \$16,800.

**Recommended Action** Approve this resolution

**Fund Name:**  
Data Processing

**Account Number:** 100.007.5403

**Available Budget \$:** 74,961.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ <b>Brubaker</b>	<input type="checkbox"/>	<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"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A MANAGED SERVICES AGREEMENT WITH THE TECH SHOP, LLC TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES TO THE MOBERLY POLICE DEPARTMENT.**

**WHEREAS**, Michael Triebsch d/b/a as The Tech Shop has served as the Information Technology Administrator for the Police Department for the past four years; and

**WHEREAS**, as of January 1, 2019, The Tech Shop became a Missouri Limited Liability Company now known as The Tech Shop, LLC; and

**WHEREAS**, The Tech Shop LLC, has proposed a one-year renewal for 2021 to 2022 of its last contracts with the Moberly Police Department at the same price of \$16,800.00; and

**WHEREAS**, the terms and conditions of the agreement with The Tech Shop, LLC are attached hereto and incorporated herein in the form of a Managed Services Agreement.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the attached Managed Services Agreement and authorizes the City Manager to execute the Agreement on behalf of the City in an amount not to exceed \$16,800.00 annually.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

# THE TECH SHOP

SIMPLIFYING TECHNOLOGY

## MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

### Features of our Agent Include:

Service	What it Does	Benefits
<b>Daily Safety Checks</b>	-Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks	-Provides added layer of protection -Enhances Security -Provides peace of mind
<b>Daily Health Checks</b>	-Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance	-Less downtime -Provides improved insight into your systems health and performance
<b>Weekly Reporting</b>	-Delivers a detailed report to your inbox each week	-Helps you keep informed on the health and security of your critical IT assets
<b>24/7 Monitoring</b>	-Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed	-Identifies a comprehensive range of issues before damage is done -Maximizes system performance
<b>Proactive Maintenance</b>	-Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks	-Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
<b>Managed Antivirus</b>	-Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection	-Reduces downtime and needless IT service calls due to PC infections

### Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

**Management Fee Includes:**

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- 10 hrs per month On-site Support / Helpdesk instances
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Deployment and imaging of new workstations and laptops.
- Adds, moves, and changes for email and active directory systems.
- Troubleshooting, maintenance, and repair of data networks.
- Troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure.
- Consultation on new technology available and recommendations on technology upgrades.

**Items Not Covered:**

- The cost of any hardware or software
  - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring

**Overview**

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs and any future purchases or changes to the infrastructure. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

**Terms**

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2021 and shall continue until August 31, 2022 for a one year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. There will be no fees for onsite or remote service, both of which are unlimited. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

\_\_\_\_\_ Date: \_\_\_\_\_

Michael Tribsch, Owner

Moberly Police Department

\_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #12.  
 Department: Parks and Recreation  
 Date: August 2, 2021

**Agenda Item:** Contract for Splash Pad design, bid, and construction.

**Summary:** Through an RFQ process, we sought a qualified aquatic design company that will design the splash pad, bid out the product through a competitive process, and then provide construction oversight as we have done for many past City projects including the Fox Park courts and Athletic Complex parking lot. This provides us with a firm that will be an advocate on the City’s behalf from the design phase (1. best value parts rather than low cost parts and equipment that will cost more over the life of the facility, 2. Open bid process that will hopefully achieve the best value on the project as a whole, and 3. Impartial construction oversight with the City’s interest in mind). Three responses were received, though two were more of a design build model that would not achieve the above goals and benefits.

Water’s Edge is the firm that also designed the aquatic center. Other than normal wear, we have not had major problems at the aquatic center and Water’s Edge has been at our disposal for the last 10 years as needs arise and they have consulted with us on the aquatic center nearly always free of charge.

Typically, the fees are around 10-15% of the project cost. Water’s Edge submitted their fees and an agreement for \$45,000 – less than 10% of the project cost. The Park Board voted in favor of the attached agreement at the August 20<sup>th</sup> meeting. See attached resolution, agreement, scoring, and RFQ submittals.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:** Parks and Recreation – Administration – Contract Labor

**Account Number:** 115.044.5406

**Available Budget \$:** \$75,000

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 checked="" 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 checked="" type="checkbox"/> Other _____		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION ACCEPTING THE RESPONSE TO A REQUEST FOR QUALIFICATIONS AND AN AGREEMENT FOR ENGINEERING SERVICES WITH WATERS EDGE AQUATIC DESIGN FOR THE TANNEHILL PARK SPLASH PAD.**

**WHEREAS**, the Moberly Parks and Recreation Department issued a Request for Qualifications to interested design firms to provide bids for designing, bidding and overseeing construction of a splash pad feature at Tannehill Park; and

**WHEREAS**, three responses were received to the request for qualifications with the response of Waters Edge Aquatic Design being judged by a review committee to best satisfy the elements included in the Request; and

**WHEREAS**, attached hereto is the Agreement for Engineering Services submitted by Waters Edge Aquatic Design (“Waters Edge”) to provide the requested design, bid management and construction oversight for an amount not to exceed \$45,000.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the Response of Waters Edge and authorizes the city manager or his designee to execute the Agreement attached hereto on behalf of the city and to take such other and further actions as may be necessary to effectuate the intent of this resolution.

**RESOLVED** this 2<sup>nd</sup> day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk



# Tannehill Park Spray Park

## CITY OF MOBERLY

### "BID OPENING"

Date: 6/25/2021, 2:00 p.m.

Atco \_\_\_\_\_

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All Inclusive Rec \_\_\_\_\_

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Waters Edge \_\_\_\_\_

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**City of Moberly, Missouri**  
**Request for Qualifications**  
**Tannehill Park Spray Ground**  
Department of Parks and Recreation  
Moberly, Missouri

**RFQ Issue Date:** (June 9, 2021)

**RFQ Submission Deadline:** (Friday June 25, 2021 at 2:00 p.m. Central Time)

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new spray ground in Tannehill Park, located on the corner of Reed Street and Hagood Street. The Park is located in the downtown area of Moberly and the property is owned by the City.

Planning for the new spray ground was completed in 2021 by Waters Edge Aquatic Design. The final conceptual drawing will be made available to the selected firm.

The new spray ground is expected to include:

- Approximately 1,520 s.f. spray ground
- Various flush deck sprays and tall spray features (approximately 16)
- 16' x 16' building for sprayground water treatment equipment and for park bathrooms
- Recirculation system
- Sidewalk
- May include a small parking lot
- Approximately \$500,000 project budget

**Request for Qualifications**

Qualified firms interested in providing professional design services for the new spray ground should submit qualifications according to the specifications below. Interested firms shall be licensed aquatics design firms in the State of Missouri.

Deadline

Sealed proposals are due (must be *received*) by (Friday June 25, 2021 at 2:00 p.m. Central Time) to the City at the address listed below. Late submissions will not be accepted.

Mailing Address

One (1) paper copy of the submission is to be mailed or delivered in a sealed envelope clearly marked with "Tannehill Spray Ground RFQ" on the outside of the package to:

## RFQ for Moberly, Missouri – Tannehill Park Spray Ground

City of Moberly, Missouri  
(Attn: Moberly Parks and Recreation)  
(101 W Reed St, Moberly, Missouri 65270)  
(660-269-7613)  
(tbock@cityofmoberly.com)  
Attn: (Troy Bock, Director)

**Contact Person**

Inquiries regarding this RFQ can be directed to the contact listed below. Inquiry must be submitted via email no later than (June 18, 2021).

(Troy Bock, Director)  
(660-269-7613)  
(tbock@cityofmoberly.com)

**Scope of Services**

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods are not being considered.

**A. Preliminary Design**

- a. Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to: features, amenities, recirculation system type, accessibility, surfacing, utilities, site constraints, required permits, and project timeline
- b. Confirm and/or refine developed concepts, site plan, and costs

**B. Design**

- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- b. Prepare full and complete plans, specifications, and construction documents for bidding

**C. Bidding**

- a. Assist with bidding and award process
- b. Review bids and assist with selecting a contractor

**D. Construction Administration**

- a. Attend meetings, including
  - i. Pre-construction
  - ii. Progress meetings
  - iii. Substantial, final, and warranty walk-throughs
- b. Construction Administration
  - i. Submittals and shop drawings

## RFQ for Moberly, Missouri – Tannehill Park Spray Ground

- ii. Requests for information
- iii. Pay applications
- iv. Change order requests
- c. Construction Site Visits
  - i. Inspection throughout construction with periodic site visits
  - ii. Inspect critical or milestone components

### Proposal Submission Requirements

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

- A. Brief profile of the firm and key personnel assigned to this project, including the Project Manager and any sub-consultants.
- B. Demonstrate firm's qualifications and provide examples of related projects.
- C. Describe how your firm will meet the requirements of the Scope of Services and how services will be performed.
- D. Provide a timeline for completing the project and Scope of Services, including major milestones.
- E. Provide a minimum of three (3) references on projects of similar scope.

### Evaluation Criteria

Submissions will be reviewed equally by the Selection Committee based on the requirements provided in this RFQ, in addition to, but not limited to, the following criteria:

- Complete submission per the requirements of this RFQ
- Qualifications of the consultants and sub-consultants
- Capability of the proposed project team
- Project history, experience and past performance of projects of similar size and scope
- Demonstrated capability to complete the project and services described
- Ability to perform the work within the project schedule
- Project approach and ability to meet project goals
- Responses from references

The Selection Committee reserves the right to interview any and all consultants based on submitted proposals; however, the agency reserves the right to reject any submittal or to request additional information after submission. The City reserves the right to modify or waive any portion of the criteria noted in this RFQ and select based on the best interest of the City.

### Project Schedule

The estimated timeline for project milestones includes:

1. Qualifications submittal deadline – Friday June 25, 2021 at 2:00 p.m. Central Time
2. Interviews (if applicable) – TBD
3. Recommendation of selection – July 6, 2021

## RFQ for Moberly, Missouri – Tannehill Park Spray Ground

4. Fees requested of selected firm – July 7, 2021
5. Award contract – August 2, 2021
6. Project kickoff – Fall 2021 ground breaking preferred; start no later than March 1, 2022
7. Project completion – May 27, 2022

### Additional Notices

- The submission and acceptance of a submission to this RFQ does not constitute a contract.
- The cost of preparation of submissions in response to this RFQ are the responsibility of the submitted firm(s) and will not be reimbursed by the City.
- The City has the right to accept or decline any portion of this RFQ and/or a submission.
- All materials associated with this RFP and submissions are the property of the City.

Spray Pad 1,520 S.F.



# Tannehill Park Spray Pad w/ Themed Features Moberly, MO

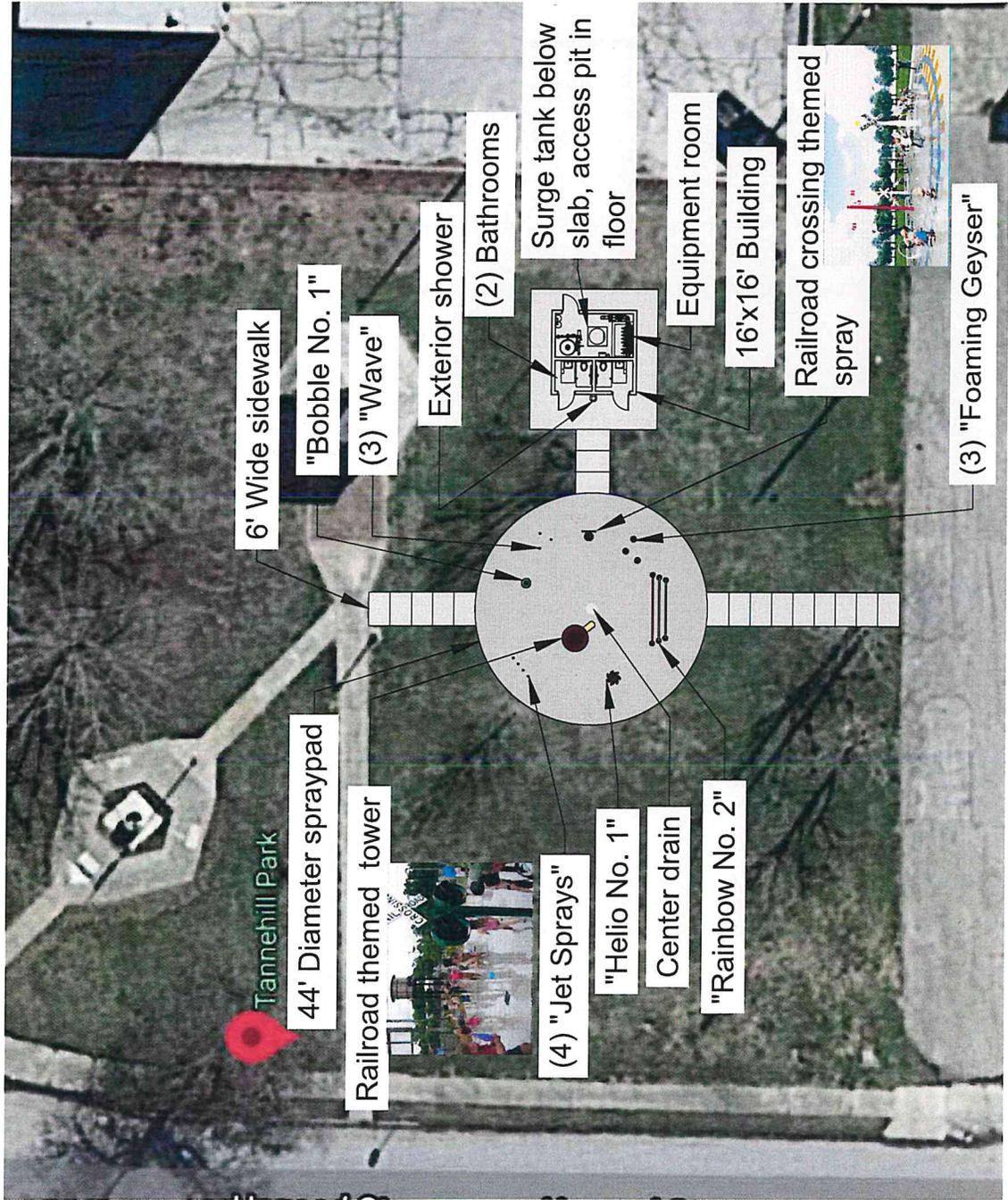
04-01-2021



11205 W. 79th St.  
Lenexa, KS 66214  
t. 913.438.4338  
www.WedesignPools.com



Copyright 2021



## Request for Qualifications

The City is accepting submissions for Aquatic/Engineering/Architectural design, plans, specifications, and construction administration services for a new spray ground in Tannehill Park, located on the corner of Reed Street and Hagood Street. The Park is located in the downtown area of Moberly and the property is owned by the City. Project scope will include spray ground, restroom, and pumphouse. RFQ submissions are due to the Moberly City Clerk's Office at 101 W Reed St, Moberly, Missouri 65270 by 2:00 p.m. Friday June 25, 2021. Submissions should be clearly marked "Tannehill Spray Ground RFQ."

	A	B	C	D	E	F	G	H
1	<b>Tannehill Splashpad RFQ Response Scoring</b>							
2	<b>Score on noted scale where points are awarded on each criterion based on company's merit.</b>							
3	<b>Company: Water's Edge</b>	<b>Brian</b>	<b>Troy</b>	<b>Greg</b>	<b>Randall</b>	<b>Dirk</b>	<b>Average</b>	<b>Scale</b>
4	Complete Submission per the RFQ	8	9	10	10	8	9	Up to 10 Points
5	Qualifications of the consultants and sub-consultants	13	15	15	15	12	14	Up to 15 Points
6	Capability of the proposed project team	8	10	10	8	8	8.8	Up to 10 Points
7	Past performance on similar projects	13	15	15	13	11	13.4	Up to 15 Points
8	Demonstrated capability to complete the project and services	12	15	12	10	12	12.2	Up to 15 Points
9	Ability to perform the work within the project schedule	8	9	10	8	8	8.6	Up to 10 Points
10	Project approach and ability to meet project goals	8	10	10	8	8	8.8	Up to 10 Points
11	Responses from references	9	9	0	0	0	3.6	Up to 15 Points
12								
13								
14	<b>Company: Athco</b>	<b>Brian</b>	<b>Troy</b>	<b>Greg</b>	<b>Randall</b>	<b>Dirk</b>	<b>Average</b>	<b>Scale</b>
15	Complete Submission per the RFQ	8	6	10	5	7	7.2	Up to 10 Points
16	Qualifications of the consultants and sub-consultants	12	10	15	10	10	11.4	Up to 15 Points
17	Capability of the proposed project team	8	8	10	7	7	8	Up to 10 Points
18	Past performance on similar projects	14	10	15	13	12	12.8	Up to 15 Points
19	Demonstrated capability to complete the project and services	15	10	8	10	12	11	Up to 15 Points
20	Ability to perform the work within the project schedule	9	8	10	8	8	8.6	Up to 10 Points
21	Project approach and ability to meet project goals	6	5	10	3	8	6.4	Up to 10 Points
22	Responses from references	9	7	0	0	0	3.2	Up to 15 Points
23								
24								
25	<b>Company: All Inclusive</b>	<b>Brian</b>	<b>Troy</b>	<b>Greg</b>	<b>Randall</b>	<b>Dirk</b>	<b>Average</b>	<b>Scale</b>
26	Complete Submission per the RFQ	8	6	10	5	5	6.8	Up to 10 Points
27	Qualifications of the consultants and sub-consultants	12	10	15	9	8	10.8	Up to 15 Points
28	Capability of the proposed project team	8	8	10	7	5	7.6	Up to 10 Points
29	Past performance on similar projects	12	8	15	13	9	11.4	Up to 15 Points
30	Demonstrated capability to complete the project and services	15	7	12	10	9	10.6	Up to 15 Points
31	Ability to perform the work within the project schedule	8	7	8	8	6	7.4	Up to 10 Points
32	Project approach and ability to meet project goals	6	5	8	3	6	5.6	Up to 10 Points
33	Responses from references	9	6	0	0	0	3	Up to 15 Points

waters edge  
AQUATIC DESIGN

ARCHITECTURAL  
URBAN PRAIRIE  
COLLABORATIVE, P.C.

H&B ENGINEERS  
HOSS & BROWN

REQUEST FOR QUALIFICATIONS

Tannehill Park Spray Ground  
City of Moberly, Missouri



June 25th, 2021





June 25th, 2021

Troy Brock  
Director of Parks and Recreation  
City of Moberly, Missouri

Re: Statement of Qualifications -Tannehill Park Spray Ground  
Dear Mr. Brock:

We greatly appreciate the opportunity to submit our qualifications as the City of Moberly studies, explores, develops, and designs a new spray ground. Waters Edge Aquatic Design understands the tremendous impact an aquatic facility can have on a community, and also the importance of analysis of aquatic needs and desires to ensure the City offers the appropriate recreational water opportunities to the community it serves.

Our staff's aquatic experience began more than 40 years ago and we understand what works in the aquatics industry. Waters Edge Aquatic Design is uniquely qualified for this project due to our experience in designing a wide range of different aquatic facilities, as well as our history of successful projects in the Midwest. Our qualified staff will work as an integrated part of the team to complete the scope of the project, and provide reports and recommendations that are focused and actionable.

Waters Edge Aquatic Design brings to your project a comprehensive and well-rounded team of individuals with the expertise and experience necessary for completion of design of spray grounds. Our team is uniquely formed with innovative designers and engineers with advanced degrees in a variety of aquatics fields. With this blend of experience we are able to offer forward-thinking review processes with viewpoints from multiple disciplines.

We value community and agency partners. To show this, we work closely with the project team and the community to create an outcome that best fits the goals and needs of each stakeholder. We do not use cookie-cutter concepts and processes. Rather, we determine preferences, and ultimately action plans, based on project goals, site considerations, programming needs, and operational requirements. We use all of this information to create cost estimates, comparative analysis and operational feasibility studies. We strive for excellence and will ensure that you receive the best value and delivery of services in a prompt and cohesive manner.

At the end of the day, the City of Moberly deserves a team with a track record of successful performance; one with a passion that brings a creative collaborative attitude, and who understands the importance of the small details while listening to your needs. Aquatics are our passion and innovation is our drive. Our success is a direct correlation to our belief that your desires are not only unique, but are the key to unlocking the project success you want and deserve. Our team is both enthusiastic and honored to be given this opportunity to work with the City of Moberly.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Bartley".

Jeff Bartley, Principal, P.E.  
jbartley@wedesignpools.com





**1. Company Profile**

Sub-consultants

**2. Key Staff Members**

Organizational Chart

**3. Project Experience**

References

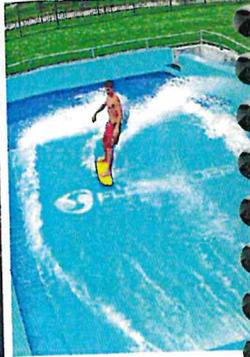
**4. Project Understanding**

Schedule

Waters Edge Aquatic Design



# 1. Company Profile



## Firm Overview

Waters Edge Aquatic Design is an aquatic engineering firm with decades of award-winning aquatic planning and design experience. We specialize in the evaluation, planning, and design of aquatic centers, natatoriums, water parks, spray grounds, fountains and civic water displays. We focus on creating visually stunning, energy efficient, sustainable aquatic facilities that are also functional and easy to operate.

With a diverse team of licensed engineers, experienced designers, knowledgeable project managers, former aquatics director, program administrator and lifeguard, we are able to provide industry insight and a properly executed plan. Our expertise and experience allow us to review every concept in a detailed, technical manner and from an operator's perspective. This approach provides the opportunity for each facility to become more efficient and strategically planned.

We believe that every project is unique to its community and site; therefore, we understand each aquatic project deserves an equally unique solution. We do not approach projects with a one-size-fits-all model. Instead, we incorporate community history and preferences, user-group and programming needs, budget, and the goals of the City to create a project that is individually tailored.

To us, water is a form of art that adds excitement to life, which is why we are in the aquatic business. Since its founding, our firm's portfolio has grown to encompass every type of project imaginable, but our philosophy remains the same: a commitment to helping communities grow and prosper through the unique design of tailored, dream-like aquatic features & facilities.

**Waters Edge Aquatic Design**  
11205 W. 79th St.  
Lenexa, KS 66214  
913-438-4338

**AQUATIC PROJECTS**  
**667**



**AQUATIC AWARDS**  
**37**



# What Sets Us Apart



## Teamwork

Our staff is in constant collaboration, which benefits the overall project team. We understand that last minute situations arise, and we contribute positively to their timely resolution. Quick and accurate response is our standard practice.

## Listening & Understanding

Listening to the City's requirements and needs for the project is not only an important step, but the foundation for creating ideas and making decisions that serve the City and the project. Through active listening and information gathering, we are able to take what we have heard and understand, and move forward with implementation in a manner that is in service to your project.

## Efficiency of Design

Efficiency of design is critical for the bottom line, including the demand for hiring, staffing, and scheduling. We have built-in processes during each phase of our project approach, that allows for the designing of facilities that take these areas into account; utilizing different disciplines and perspectives to ensure the facility design is operationally efficient and sustainable.

## Life Cycle Operating Costs

Successful planning for aquatic facilities, and the ongoing success of operating those facilities, includes feasibility studies. By looking at initial capital investment, and what it costs to operate and maintain a facility, we can then plan what type and amount of revenue could and should be expected to be produced. The same life cycle operating analysis applies to the systems and products that are incorporated into the project. All systems, materials and products are analyzed on the initial cost, as well as the maintenance costs and efforts, and life expectancy. Cost recovery and planning ahead for projected costs and revenues allows cities and their facilities to keep their promise of financial integrity and maintain the trust of its constituents.

## Education of Product Choice

It is our approach to begin every new project individually geared towards creating a successful and unique end result. Researching product options begins with us, which will involve looking at specifications, requirements, durability, cost, and usefulness factors. This information is then shared with the team in a clear and easy to understand manner in order to provide education on the options. It is our experience that there are rarely individual products and systems that are consistently the best choice for every project. We do not sell or push systems and products, as we do not have a benefit or financial advantage with any manufacturer or supplier. We put the work in to offer options that are a fit for your project, and we are dedicated to offering options that benefit the communities we serve.

## Innovative Products

Integrating innovative ideas and products is an important element when creating a facility that is unique and distinct. By developing and maintaining professional contacts and relationships with a multitude of companies who provide goods and services, and by not aligning with any one product selection, our team is able to keep track of trends and new products. Innovation comes with open communication plus discovery, and we are the partner to navigate this fun-filled process.

# Our Aquatic Experience

We genuinely care about our clients and the communities they serve. We are passionate about taking a unique approach to each project and creating innovative solutions that please the communities. Below is a sampling of projects completed in the last 10 years. We feel this list, coupled with our strong list of references, affirms our ability to successfully complete both the planning and implementation phases of your aquatic project.

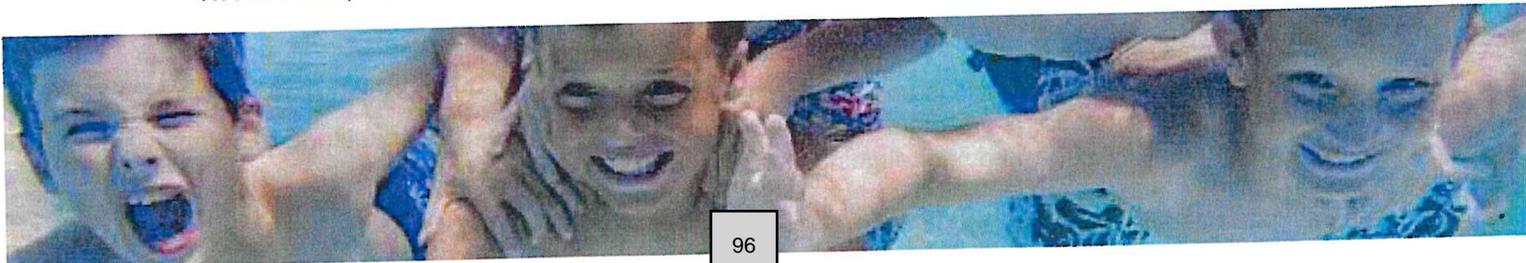
**Projects listed in bold with asterisk evolved from feasibility studies/master plans conducted with Waters Edge Aquatic Design\***

## CURRENTLY UNDER DEVELOPMENT

- Goddard, KS - Indoor Waterpark
- Joplin, MO - Pool Study
- Kansas City, MO - Indoor Pool Improvements
- La Vista, NE - Aquatic Study
- Marion, IA - Feasibility Study
- Saudi Arabia - Outdoor Pools
- St. Joseph, MO - Park Improvements
- Wichita, KS - Multi-Site Aquatic Planning and Design
- Castle Rock, CO - Outdoor Aquatic Center
- Oskaloosa, IA - Indoor Pool
- Marion, IA - Marion YMCA

## SUCCESSFULLY COMPLETED PROJECTS

- Hampden Township, PA - Feasibility Study
- Palos Heights, IL - Pool Improvements
- Carrollton, MO - Outdoor Aquatic Center
- Shawnee Mission, KS - BE Smith Children's Center SMMC
- Dunedin, FL - Toronto Blue Jays Training Facility
- Clarendon, TX - Outdoor Aquatic Center
- Belle Plaine, MN - Outdoor Aquatic Center
- Sioux Center, IA - Addition to Existing Aquatic Center
- Sibley, IA - Outdoor Aquatic Center Improvements
- **Norman, OK - Outdoor Waterpark\***
- **Hesston, KS - Outdoor Aquatic Center\***
- Monett, MO - Outdoor Aquatic Center
- Brookfield, MO - Outdoor Aquatic Center
- **Sabetha, KS - Outdoor Aquatic Center\***
- Story City, IA - Outdoor Aquatic Center
- **Ada, OK - Glenwood Aquatic Center\***
- Ankeny, IA - DMACC Natatorium
- Des Moines, IA - Wellmark YMCA
- **Dodge City, KS - Outdoor Waterpark\***
- **Garden City, KS - Indoor Waterpark\***
- Kansas City, MO - Linwood YMCA
- Wichita, KS - Country Club Outdoor Pool
- Wichita, KS - YMCA Outdoor Addition
- **Ada, OK - Wintersmith Aquatic Center\***
- **Moore, OK - Outdoor Aquatic Center\***
- Kansas City, MO - Zoo Orangutan exhibit water feature
- Cheney, KS - Outdoor Pool
- Kirksville, MO - Indoor and Outdoor Aquatic Center
- Baxter Springs and Yates Center, KS - CDBG Pool Projects
- **Roeland Park, KS - Pool Improvements\***
- Westminster, CO - Indoor pool remediation
- Columbus, NE - Pawnee Plunge expansion
- Yankton, SD - Meridian Bridge Plaza water feature
- **Shawnee, OK - Shawnee Splash Waterpark\***
- Lansing, KS - High School competitive pool
- Wellington, TX - Community Aquatic Center
- Wentzville, MO - Splash Station Aquatic Center
- Chillicothe, MO - Chilli Bay Water Park
- **Joplin, Missouri - Schifferdecker Aquatic Center\***
- Indianola, IA - Wellness Center Indoor Pool
- **Kansas City, MO - The Bay Aquatic Water Park\***
- Lenexa, KS - Flat Rock Creek Pool Improvements
- **Marshalltown, IA - Marshalltown Aquatic Center\***
- **Cedar Falls, IA - The Falls Aquatic Center\***
- Kansas City, MO - Shoal Creek Valley Aquatic Center
- Austin, TX - Texas State School for the Blind
- Springfield, MO - Grant Beach Pool Improvements
- Manhattan, KS - CiCo Pool Expansion
- Manhattan, KS - Northview Aquatic Center
- Pella, IA - Natatorium Renovation
- **Ankeny, IA - Cascade Falls Water Park\***
- **Ames, IA - Furman Outdoor Aquatic Center\***
- Lenexa, KS - Lakeview Village Indoor Pool
- Stuart, IA - Family Aquatic Center
- **Fort Dodge, IA - Rosedale Rapids Aquatic Center\***
- Vandalia, MO - Vandalia Aquatic Center
- **Pella, IA - Pella Aquatic Center\***
- Springfield, MO - Silver Springs Pool Improvements
- **Olathe, KS - Black Bob Bay Aquatic Center\***
- Topeka, KS - Capitol Federal Natatorium (Phase 1)
- Topeka, KS - Capitol Federal Natatorium Expansion (Phase 2)
- Hampton, IA - Aquatic Center
- Odessa, MO - Outdoor Aquatic Center
- Corning, IA - Family Aquatic Center
- Algona, IA - Family YMCA Indoor Pool
- **Gladstone, MO - Gladstone Community Center\***
- Clive, IA - YMCA Healthy Living Center (Indoor Pools)
- Urbandale, IA - Indoor Pool Renovation
- **Topeka, KS - Shawnee North Aquatic Center\***
- **Sioux Falls, SD - Drake Springs Aquatic Center\***
- Waukee, IA - Family YMCA Indoor Pools
- **Lee's Summit, MO - R-7 Schools Indoor Aquatic Center\***
- **Moberly, MO - Moberly Aquatic Center**



# Aquatics International Dream Design Awards

Aquatics International is a publication dedicated exclusively for the aquatics industry. Every year they celebrate what they identify as industry leading aquatic designs. We have been honored to receive Dream Design awards over various years for multiple projects as shown below.



Sabetha Aquatic Center - Sabetha, Kansas



Parrot Cove Indoor Waterpark  
Garden City, Kansas



Long Branch Lagoon Waterpark  
Dodge City, Kansas



Shawnee Splash Waterpark  
Shawnee, Oklahoma



Black Bob Bay Waterpark  
Olathe, Kansas



Schifferdecker Aquatic Center  
Joplin, Missouri



R-VII School District Aquatic Center  
Lee's Summit, Missouri



Cascade Falls Aquatic Center  
Ankeny, Iowa



Shawnee County Aquatic Center  
Topeka, Kansas



Gladstone Community Center  
Gladstone, Missouri



Waukee YMCA  
Waukee, Iowa



Shoal Creek Valley Aquatic Center  
Kansas City, Missouri



Pella Aquatic Center  
Pella, Iowa



Furman Aquatic Center  
Amos, Iowa



Rock River Rapids Waterpark  
Derby, Kansas



Oleson Park Sprayground  
Fort Dodge, Iowa

Waters Edge Aquatic Design



# Urban Prairie Architecture

4523 Mercier St | Kansas City, MO 64111  
p. 816.304.7416 | pminto@urbanprairiekc.com  
urbanprairiekc.com



Urban Prairie Architectural Collaborative P.C. is exactly that. We are a collaborative practice based on mutual respect for each other, our clients, and design. There's a reason our clients become our friends. We love what we do.

We believe that design is personal. Design is an intimate reflection of a person, family, or company. We honor this significance and build our client relationships on a foundation of open communication and mutual trust. We are here to go through the process together, to dig deeper and explore the unexpected, to artfully solve problems and create something that is truly impactful.

We believe there is beauty in craftsmanship. We design with an authenticity that celebrates the building process. Our in-depth understanding of construction methods establishes a level of clarity well before construction starts. We demand the best work from our contractors and consultants resulting in a higher-quality final product for our clients.

We believe that sustainability is a fundamental part of design. Sustainability is more than materials selection, it's a holistic approach that starts with smart decisions about site, scale, and orientation and continues to the extent of the project goals.

At Urban Prairie, we believe that every project, no matter the budget, has the potential for great design. We are here to serve our clients with uncomplicated communication, a genuine approach to design, and a passion for the journey.

## Comprehensive Services

- Facility Assessments
- Master Planning
- Feasibility Studies
- Site Planning
- Architectural Design

- Interior Design
- FF&E Design
- Bid Assistance
- Construction Administration
- Site Evaluation

- Space Planning
- Programming
- Site Selection
- Zoning/rezoning Requests
- Community Engagement



# Hoss & Brown Engineers, Inc.

11205 W 79th Street, Suite 102, Lenexa, KS 66214  
(913) 438-4338 | csteiner@h-be.com  
www.h-be.com



Hoss & Brown Engineers has established a reputation for designing mechanical and electrical systems to the appropriate level of sophistication, utilizing the latest technology, while maintaining a level of simplicity required for ease of operation and maintenance. We believe that systems which are easier to maintain will be better maintained.

The firm strives to completely coordinate the mechanical and electrical designs with all other members of the design team in an effort to compliment the building aesthetically while maintaining sound design methods. We believe the detail to which our plans and specifications are prepared enhances the quality of bids by leaving little to the contractor's imagination.

Principal involvement begins at the preliminary stage of each project and continues through final completion and system commissioning. From marketing to occupying the building to post-occupancy follow-ups, you can be assured that an owner of the firm is involved at every step of the way. The principals of the firm review staff engineer design calculations and documents at periodic intervals to ensure quality control.

Upon project construction, the principals are actively involved with construction administration and system start-up, ensuring the project is installed and operating within the design guidelines.

Hoss & Brown and Waters Edge have teamed on numerous aquatic projects, giving you a team that has a track record of successful projects.

## Comprehensive Services

- HVAC Systems Design
- Plumbing System Design
- Geothermal Systems
- Process Piping Design
- Fire Protection Systems

- Power Systems Design
- Lighting Systems Design
- Daylighting Studies
- Energy Modeling
- LEED Design

- Water Reduction
- Life Cycle Cost Analysis
- Solar Water Heating
- Energy Monitoring
- Renewable Energy



## 2. Key Staff Resumes

Waters Edge Aquatic Design



# Organizational Chart

The Project Team Organizational Chart illustrates the roles and responsibilities of each key member of our proposed team. Please note that the team members have collaborated on similar projects. Through this work, our team has established project management and communication procedures that allow for seamless integration of all disciplines throughout all phases of the project.

Our staff is in constant collaboration, which will benefit the overall project team. We understand that last minute situations arise, and we will contribute positively to their timely resolution. Quick response via phone and e-mail is standard practice. On-site and off-site meetings can also be coordinated between our staff members.



### Waters Edge Aquatic Design Prime; Aquatic Design Consultant

**PROJECT MANAGER**  
Michael Fisher, PE

### Sub-consultants

**URBAN PRAIRIE ARCHITECTURE**  
Paul Minto, AIA- Architect

**HOSS AND BROWN ENGINEERING**  
Casey Steiner, PE, LEED AP BD+C, CGD

# Project Manager/Aquatics Engineer Michael Fisher, PE



### Education

BS | Civil Engineering  
The University of Missouri - Columbia, Missouri

### Registrations

Professional Engineer (PE): *Kansas, Missouri, Iowa*

National Council of Examiners for Engineering and Surveying (N.C.E.E.S.)

### Professional Training

Trained Pool Operator

Michael understands that both high quality customer service and products are extremely important to his clients. He also realizes that maintaining the project budget and schedule is necessary for his clients to achieve their overall goals. He has continually demonstrated that innovation and creativity can be applied in practical designs without increasing costs or extending schedules.

Michael is recognized by his peers, clients, and contractors as being thorough and having a notable attention to detail in both the design and construction phases. Due to an improved awareness and attention to construction efforts, he has seen an overall substantial increase in construction quality.

## Projects of Note

**Oskaloosa Early Childhood Education and Recreation Center**  
new indoor pool  
Oskaloosa, Iowa

**Garner Aquatic Center**  
new outdoor aquatic center  
Garner, Iowa

**Vivian Road Outdoor Aquatics**  
outdoor pool/mechanical renovation  
Kansas City, Missouri

**Trail Point Aquatics & Wellness Center**  
new indoor competitive pool and indoor therapy pool  
Ankeny, Iowa

**Winterset Aquatic Center**  
new outdoor aquatic center  
Winterset, Iowa

**Chilli Bay Water Park**  
outdoor renovation  
Chillicothe, Missouri

**Eldora Community Pool**  
outdoor community pool  
Eldora, Iowa

**Wellmark YMCA - Prairie Meadows Pool**  
new competitive swimming pools  
Des Moines, Iowa

**Hyde Park Spray Ground**  
floor spray ground  
Joseph, Missouri

**Glenwood and Wintersmith\***  
two outdoor aquatic centers  
Ada, Oklahoma

**The Bay Waterpark\***  
outdoor waterpark  
Kansas City, Missouri

**Hampton Aquatic Center**  
new outdoor aquatic center  
Hampton, Iowa

\*Projects included Feasibility Study

## Building Architect Paul Minto, AIA

ARCHITECTURAL  
URBAN PRAIRIE  
COLLABORATIVE, P. C.



### Education

BEnvd + BArch  
The University of Kansas

### Registrations

Licensed Architect: *Kansas* | *Missouri* | *Iowa* | *Oklahoma* |  
*Texas* | *Ohio*

### Civic

- Past Board of Directory | Kansas Neighborhood Alliance
- Past Board of Directors | West Plaza Neighborhood Association
- Brookside Soccer Club
- Boy Scouts of America

While Paul formed the Urban Prairie Architectural Collaborative, P.C. in 2004, design and construction started in his childhood years. One of his self-built clubhouses was three stories tall, had trap doors, hidden rooms and a secret basement his parents never knew he dug. Architecture is in Paul's blood.

His formal education was funded in part by construction jobs during his college years. Despite forays into construction, development, law, and public administration he repeatedly returned to the design profession. Paul believes architecture is a service industry with client satisfaction the ultimate goal. His process of seeking to understand, asking the right questions, identifying the correct problem and developing specific creative solutions that "get it right" is relentless. "Getting it right" fuels him.

The majority of Urban Prairie's work has been renovation projects; the majority of their clients come from referrals. Many of the referrals come from contractors. Several of the clients and contractors return for multiple projects. That's a bit different for an architectural firm. The relationships Paul builds are as important as the building he designs.

## Projects of Note

*Flat Rock Creek Pool*  
bathhouse renovation  
Lenexa, Kansas

*Black Bob Bay Water Park*  
bathhouse renovation  
Olathe, Kansas

*Shawnee Family Aquatic Center*  
bathhouse renovation  
Shawnee, Oklahoma

*Wakeeny Community Pool*  
bathhouse and support buildings  
WaKeeney, Kansas

*Odessa Community Aquatic Center*  
bathhouse and support buildings  
Odessa, Missouri

*Sabetha Aquatic Center*  
bathhouse and support buildings  
Sabetha, Kansas

## MEP Engineer

### Casey Steiner, PE, LEED AP BD+C, CGD



#### Education

Architectural Engineering, 2002  
Kansas State University  
Manhattan, Kansas

#### Registrations

Licensed Professional Engineer (PE): Kansas, Missouri, Maryland, Montana, Connecticut, California, Massachusetts, Virginia, Tennessee, Washington D.C., Ohio & Arizona

#### Professional Organizations

- LEED AP BD+C
- Certified Geo-Exchange Designer (CGD)
- NCEES Registered

Casey has produced electrical, mechanical, and plumbing designs for projects of all sizes, from small building studies to facilities in excess of one million square feet. His experience includes aquatic centers, historic renovations, recreational facilities, apartments, and condominiums, churches, and schools. Casey effectively uses both lighting and mechanical systems simulations in his design work to obtain a high quality and cost effective system design. Casey joined Hoss & Brown in 2002. As principal, his responsibilities include project management, mentoring, quality control, business development and the general operation of the Lenexa office.

Casey has completed over 60 aquatic projects.

### Projects of Note

#### *Furman Aquatic Center\**

Outdoor Aquatic Center  
Ames, Iowa

#### *Cascade Falls Aquatic Center*

Outdoor aquatic center  
Ankeny, Iowa

#### *Northview Aquatic Center*

Outdoor Aquatic Center  
Manhattan, Kansas

#### *Cico Aquatic Center*

Outdoor Aquatic Center Renovation  
Manhattan, Kansas

#### *The Falls Aquatic Center\**

Outdoor Aquatic Center  
Cedar Falls, Iowa

#### *Clinton Aquatic Center*

Outdoor Aquatic Center  
Clinton, Iowa

#### *Rosedale Rapids Aquatic Center\**

Outdoor Aquatic Center  
Fort Dodge, Iowa

#### *Glidden Aquatic Center*

Outdoor Aquatic Center  
Glidden, Iowa

#### *Hampton Aquatic Center*

Outdoor Aquatic Center  
Hampton, Iowa

#### *Lakeview Village Aquatic Center*

Indoor Aquatic Center  
Lenexa, Kansas

#### *Waukee Family YMCA*

Indoor Aquatic Center  
Waukee, Iowa

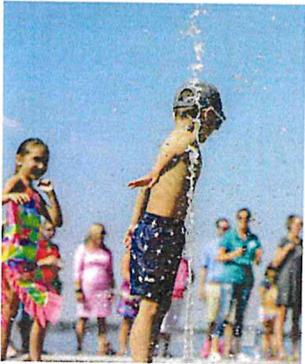
#### *Indianola YMCA*

Indoor Aquatic Center  
Indianola, Iowa

### 3. Project Experience

# Clear Lake, Iowa

## Clear Lake Beach Park Spray Ground



### Signature Aquatic Features

- Colored Concrete
- Benches and new beach restroom
- Themed Sprays
- Variety of Spray Heights
- Interactive Play Features
- LED niche lights for ground sprays

Clear Lake aimed to replace an aging spray ground as part of their City Beach enhancement project. Waters Edge worked with the City and Architect to develop a plan, which included a variety of new water features, a creatively stained deck pattern, and a new restroom facility. Keeping the nearby scenery of the lake easily viewable was a must, and vertical elements were given careful consideration to ensure they became a cohesive part of the environment.

Designers selected unique vertical elements near the restroom facility and ground sprays for the spray areas closest to the beach. The team chose vertical features themed appropriately for a lake setting, including frog and fish features.

### Quick Facts

**Cost:** \$1 Million

**Water Surface Area:** 5,252 sf

**Completion:** 2020

Additionally, the team selected ground sprays to provide varying elements of dynamic and social play. "Team style" sprays give children the opportunity to use their imagination to create games while interacting with the water and others.

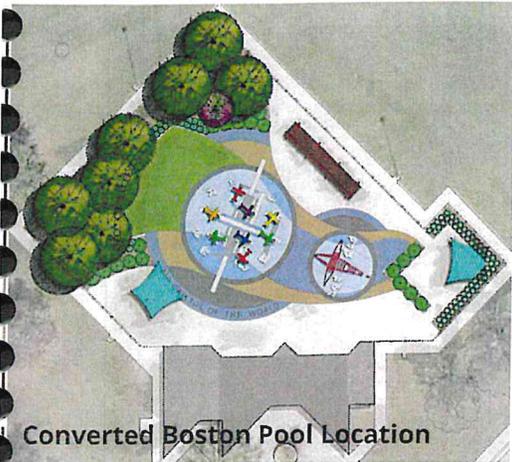
The water features vary in size and spray style to provide multiple inclusive play elements. LED lighting near each of the ground sprays allow the area to operate in the evening hours and provide additional visual interest after the sun goes down.

### Project Reference

For more information regarding this project, please contact:

Scott Flory, City Administrator  
City of Clear Lake  
(641) 357-5267

# Wichita, Kansas Multi-Site Water Playground Conversions



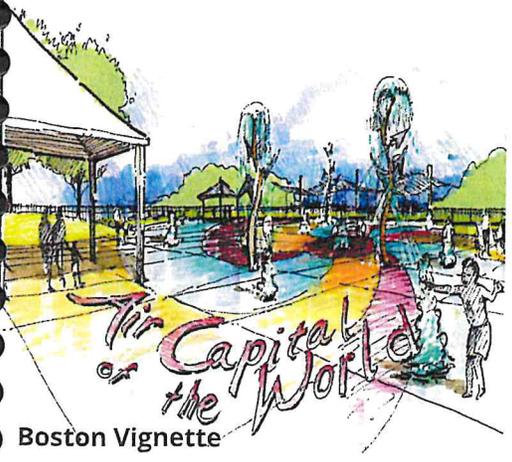
Converted Boston Pool Location



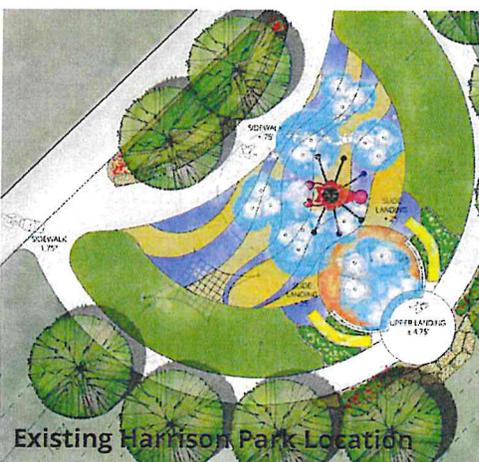
Converted Evergreen Pool Location



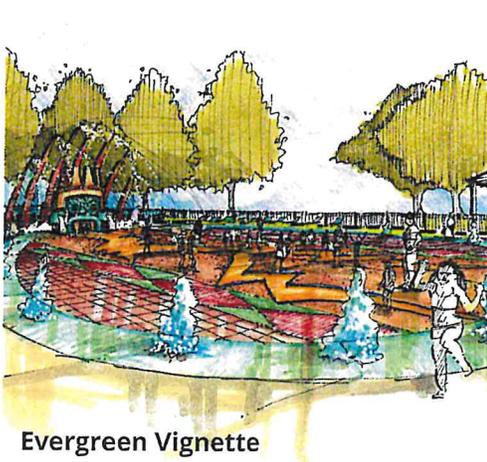
Converted Edgemoor Pool Location



Boston Vignette



Existing Harrison Park Location



Evergreen Vignette

Waters Edge Aquatic Design, Landworks Studio, and Professional Engineering Consultants were commissioned by the City of Wichita to conduct a multi-site pool planning and improvements project, addressing an aged pool system with decreasing participation. This phased project includes the conversion of four swimming pools to water playgrounds, addition of 2 new water playgrounds, and renovating six swimming pools.

Offering unique and exciting water playgrounds was a central focus of this project. It was also critically important to integrate branding, interactivity, seating and shade, aesthetically appealing design, and operational efficiency.

Phase 1 and 2 are under construction and are expected to open in May 2021, including five pool improvements and four water playgrounds. Phase 3 is under development. The budget for each water playground is \$1 million.

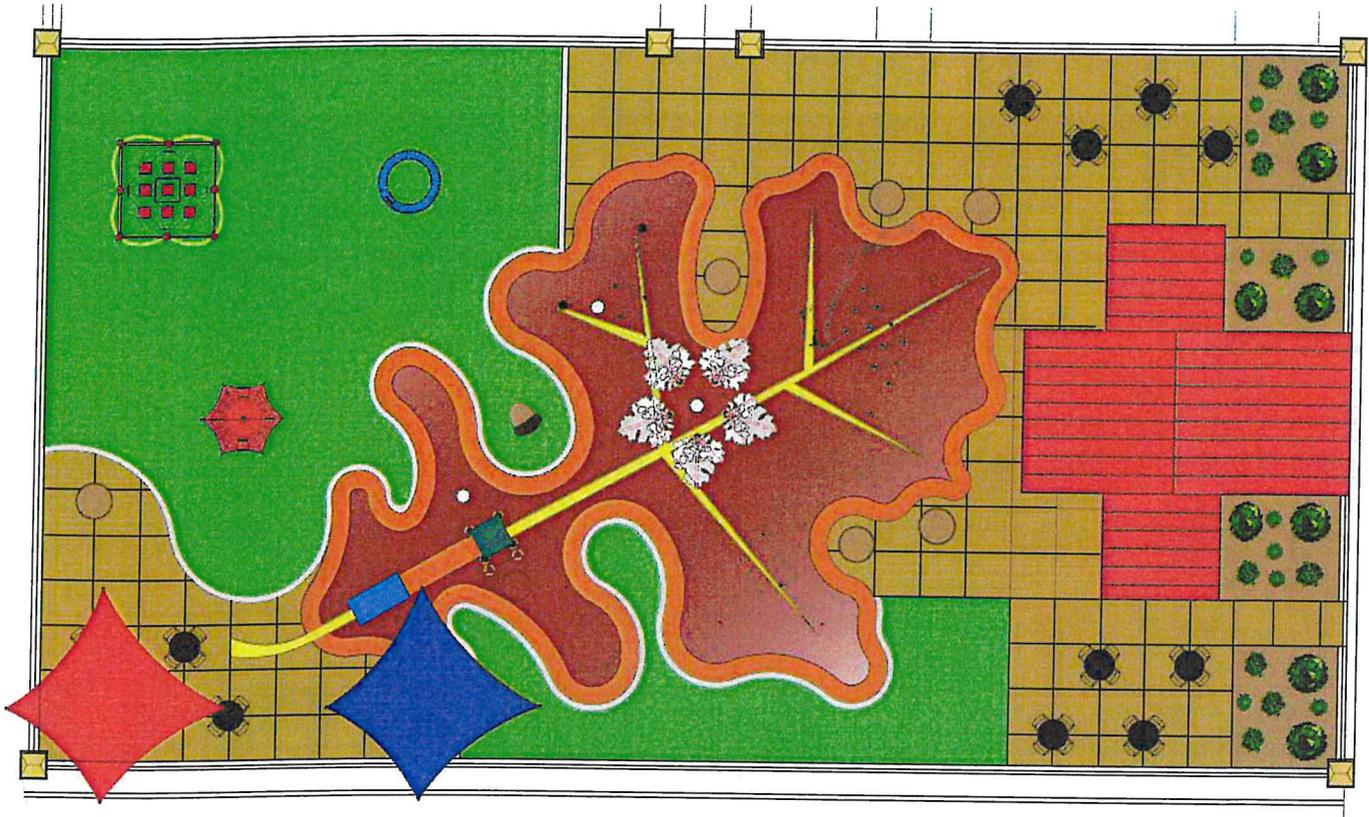
## Project Reference *Images courtesy of Landworks Studio*

For more information regarding this project, please contact:

Brian Hill  
Watson Park/Aquatics Supervisor  
(316) 529-9940



# St. Joseph, Missouri Hyde Park Spray Pad



## Signature Features

- Foam Geysers
- Water Jelly Spray Features
- Oak Leaf Spray Features
- Elevated Play Spray Platform
- Jet Stream Sprays
- Liberty Oak Stump Seating
- Climber Play Equipment

## Quick Facts

**Cost:** \$2,500,000

**Completion:** 2021

The City of St. Joseph, Missouri and Waters Edge Aquatic Design began work on a new spray pad in Hyde Park in 2019. The City's overarching goal for this facility was to provide a safe and free-of-cost space that catered to children and families.

The existing pool in Hyde Park was demolished to make way for an immersive and striking splash pad, identified most easily by the centerpiece- a large leaf designed into the concrete. This concept pays homage to the historic Liberty Tree that used to reside in Hyde Park. Waters Edge worked with the City to maintain a delicate balance of beauty, functionality, and cost effectiveness.

Voters approved the spray pad as part of the City's Capital Improvements Program in 2018. This project is nearing completion as of June 2021.

## Project Reference

For more information regarding this project, please contact:

*Chuck Kempf, Director of Parks and Recreation*  
(816) 271-5500  
ckempf@stjoemo.org



## Waters Edge Aquatic Design



## Additional References

waters edge  
AQUATIC DESIGN

We work very hard for our clients, which has resulted in a long list of strong references. We are particularly proud of these references, and therefore prefer to provide additional references to those listed with our project profiles.

**Joplin Parks and Recreation**  
**Joplin, MO**

Paul Bloomberg, Director  
(417) 625-4750

**Hampden Township Parks and Recreation**

**Hampden Township, PA**  
Mike Erno, Director  
(717) 761-0119

**Westwood Family Aquatic Center**  
**Norman, OK**

Jud Foster, Parks and Rec Director  
(405) 366-5472

**Long Branch Lagoon**  
**Dodge City, KS**

Ray Slatterly, Director of Engineering  
(620) 225-8106

**Blue Valley Recreation Indoor**  
**Overland Park, KS**

Jim Hook, Facilities & Programming  
(913) 685-6000

**The Falls Aquatic Center**  
**Cedar Falls, IA**

Bruce Verink, Recreation Director  
(319) 273-8636

**Rock River Rapids**  
**Derby, KS**

Darcie Parkhurst, Director of Facilities  
(316) 788-3781

**Kenwood Cove Study**  
**Salina, KS**

Chris Cotten, Parks and Rec Director  
(785) 309-5765

**Chillicothe Parks and Recreation**  
**Chillicothe, MO**

Josh Norris, Director Parks & Rec  
(660) 646-8859

**City of Manhattan Parks & Rec**  
**Manhattan, KS**

Eddie Estes, Director  
(785) 587-2757

**Gladstone Community Center**  
**Gladstone, MO**

Justin Merkey, Director  
(816) 316-4883

**Flat Rock Creek Community Pool**  
**Lenexa, KS**

Logan Wagler, Director of Parks and Recreation  
(913) 477-7140

**Winterset Aquatic Center**  
**Winterset, IA**

John Pletchette, Former Director P&R  
(515) 468-1176

**Marion Parks and Recreation**  
**Marion, IA**

Seth Staashelm, Deputy Director of Parks and Recreation  
(319) 447-3580

**Hummer Sports Park**  
**USD 501, Topeka, KS**

Mike Godbout, Manager  
(785) 295-3756

**City of Sabetha**  
**Sabetha, KS**

Doug Allen, City Administrator  
(785) 284-2158

**Pawnee Plunge**  
**Columbus, NE**

Doug Moore, Public Property Director, (515) 282-9622

**Kansas City Parks & Recreation**  
**Kansas City, MO**

Scott Overbay, Senior Architect  
(816) 513-7500



## References From Prior Clients

Since the founding of Waters Edge, we've taken our service very seriously and have built our company around client relationships. The following list includes references that our past clients have provided.

"The City of Muscatine and the Muscatine Community thoroughly enjoyed and appreciated the professional and personal approach that Waters Edge Aquatic Design actively demonstrated in all phases of the creation of the Muscatine Aquatic Center."

**Richard Klimes, Director**  
**Muscatine, Iowa Parks and Recreation**

"The folks at Waters Edge Aquatic Design took a project from concept drawing to construction plans in 5 weeks. Do I recommend them? You bet I do!"

**Steve Cottrell, Former City Engineer**  
**City of Garden City, Kansas**

"Without Waters Edge Aquatic Design's staff of experienced water park designers, we wouldn't have been able to complete our new water park on time and be successful the first season. We are thankful for the support that was given from the beginning concept to the pool completion."

**Rick Brumley, Former Director**  
**Arkadelphia, Arkansas Parks and Recreation**

"A great company that we WILL recommend highly in the future!"

**Hardy Howard, City Administrator**  
**City of WaKeeney, Kansas**

"Waters Edge Aquatic Design has been a pleasure to work with as they have gone above and beyond all expectations with the new slide addition to our aquatic facility"

**Chris Villani, Assistant Parks and Recreation Director**  
**Moore, Oklahoma Parks and Recreation**

"It was an extreme pleasure working with Michael and his team at WEAD to develop the Siouxname Waterpark. From the first few visits as we started the design for the facility through the startup and operations, WEAD has been there along the way to assist and help us make the right decisions for our community. The Siouxname Waterpark has exceeded our expectations and truly has become a destination attraction for all of NW Iowa."

**Scott Wynja, City Manager**  
**City of Sioux Center, Iowa**



## 4. Project Understanding

## Waters Edge Aquatic Design



## Project Approach

Waters Edge Aquatic Design worked with the City of Moberly to develop conceptual drawings of the Tannehill Park Spray Ground early in 2021. Goals for the Spray Ground were identified and various options for size, shape, orientation, water supply, basic features, and aesthetics were considered. Part of this process involved reaching out to three different contractors to verify costs of the work. This early work allowed the City to better understand the scope and cost of the project before proceeding into the design phase.

Our approach moving forward is to verify with the City that the basic scope and costs are aligned with current goals for the project. If not, Waters Edge Aquatic Design will work with the City staff to revisit current goals and adapt the scope of the project to achieve them. We anticipate updating the conceptual drawing as specific features are selected. We'll also revisit the Spray Ground surface, mechanical equipment, and aesthetics.

The bathroom/mechanical building will also begin to be developed by the Architect on our team. The Current understanding is that the building will likely have a railroad depot theme. Our team will develop preliminary drawings to reflect options and further develop the building architecture.

We will discuss any site improvements planned for the project such as parking, walks, and integration into the park.

Once we develop the above mentioned parts of the project, we'll get final verification from the City that we've achieve their goals with what we've developed. After that, the final stages of the design phase start as the bidding and construction documents are developed. This phase is a very important part of the project for the design team. We will focus on designing the project knowing that the quality of the design directly impacts the future maintenance and operation efforts for the City.

Upon completion of the design phase, we'll move into the bidding phase of the project. This typically includes getting the word out to contractors and answering any questions they might have. Once bids are received we'll assist the City in analyzing the bids and advise on contractor selection.

The Construction phase of the project involves many administrative duties such as product submittal reviews, processing changes, reviewing payment applications, and common communications. Periodic reviews of the construction are expected to maintain the important goal of maintaining quality construction.

Long after construction is complete, Waters Edge Aquatic Design remains a resource for the City to rely on.

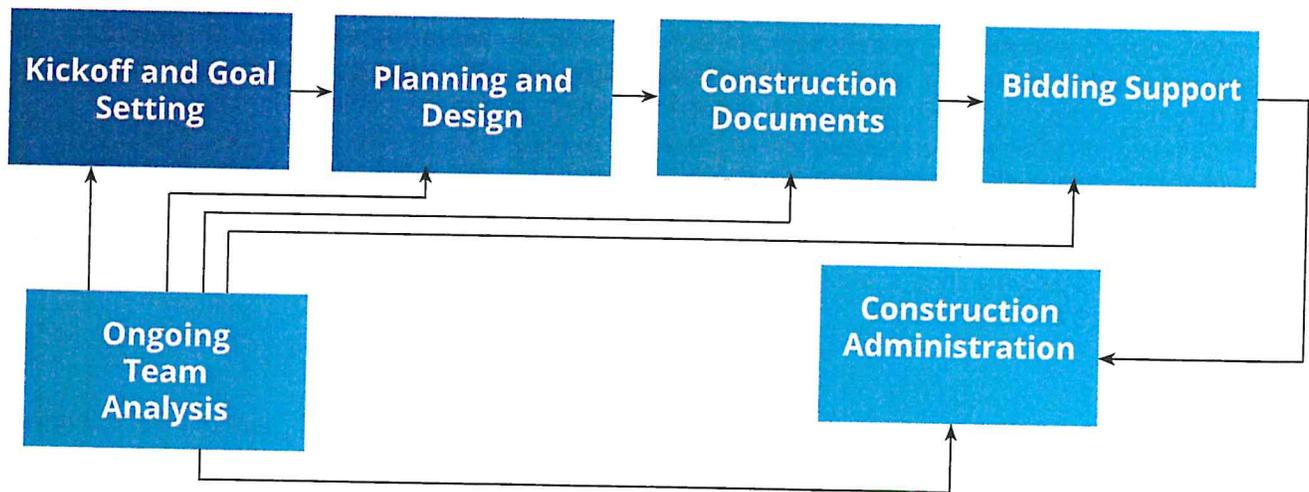


The team will be a proactive partner throughout the phases of the project, providing effective design and documentation, as well as coordination and collaboration with the entire project team.

We can summarize most of our efforts into two categories:

1. Bringing creative concepts, aquatic planning and helpful background information to the team in effort to create the best possible facility and operations plan for you.
2. Being a responsive and informative resource to design and construction, and to help facilitate an effective process of design and construction.

The following includes our approach on various stages of the project and scope of work.



## Waters Edge Aquatic Design



### Kickoff and Goal Setting

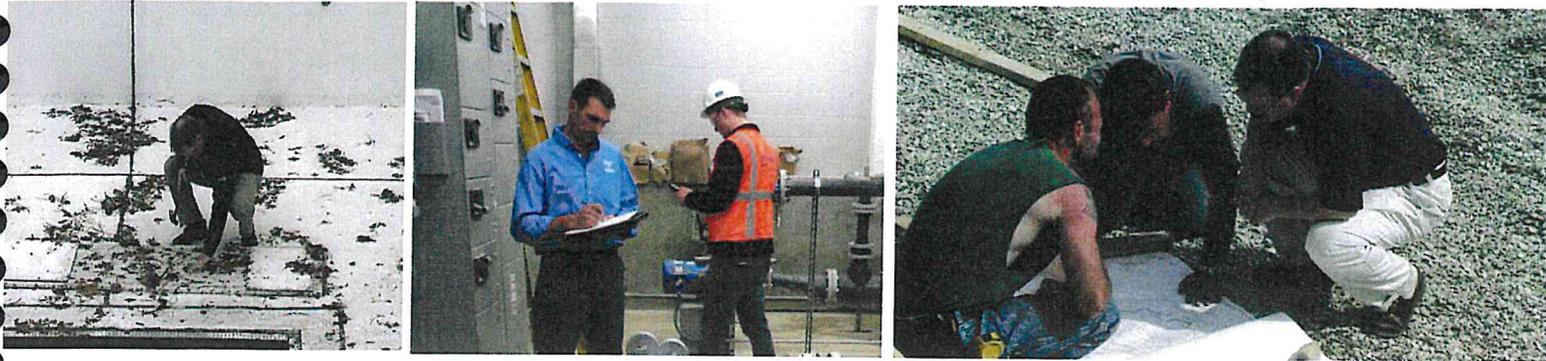
Every project we approach begins with a kick off meeting. It is important for us to understand and know your goals and concerns. From there, we provide communication at a frequency that makes sense to the project and to the team, including response to email and phone calls in a timely manner. Communication with clients is the foundation of a good product and an aquatic facility cannot be planned for or built appropriately without proactive communication. Our expectations in this area are the driving force behind each project we do.

Our team has accessibility to the City of Moberly and applicable personnel will visit throughout the project, such as during planning, project update meetings and presentations, and throughout construction. Due to our proximity to you, should a sudden or immediate need to meet in person arise, we are flexible and able to do so.

### Preliminary Design Phase and Early Design Phase

The schematic drawings build on the selected concept plan with an increasing amount of detail including key dimensions and major features. As we develop the final design, we will provide concept designs in printed and electronic formats for the City to use as exhibits at public meetings and to post online.

After the schematic design plans have been approved, the design development phase will begin. During design development, we will refine the schematic design and begin to develop an increasing level of detail that describes the size and character of the project. The pool structure, recirculation system, gutter system, pumps, filters, chemical systems and pool heating system will be identified. Construction cost projections will be revised and presentation drawings will be provided.



### Final Design Phase and Bidding Phase

To finish design, we complete construction documents pertaining to the project scope. This includes plans, details, and specifications as identified and agreed upon by the City and Waters Edge. Our plans and specifications are thorough, and we strive to eliminate discrepancies and missing information within our plans.

It is equally important to us to collaborate with the design team to eliminate confusion and discrepancies between design team disciplines and you. We are proactive with coordinating the aquatics system needs so that all components are effectively designed and documented in the construction drawings.

We also employ a quality control process that includes the following.

- **Internal Reviews:** We utilize the wealth of our experienced engineering staff in performing internal reviews of the design and construction documents. An engineer who has not been involved in the day to day management of the project will perform an independent review of the design decisions, as well as, the construction documents. The internal review checks for consistency in the documentation, but also places critical judgment on the decisions and strategies chosen. There will be a review check-list to formalize the process and review.
- **Staff Continuity:** We keep the same knowledgeable and experienced staff focused on the project from start to finish, rather than hand the project off to other staff members as the project enters into construction phases. We believe this improves the quality of the end project when the staff reviewing shop drawings and making construction visits are also the ones who were active at solving problems and making decisions during the design process.

### Construction Phase

We provide the services and tasks agreed upon between the City and Waters Edge, and strive to exceed expectations. Being a professional, proactive, and uniquely responsive partner are strengths that should be expected. We strive to help make the construction phase successful. We effectively communicate our goals and expectations, and will be readily available to meet your needs.

Construction administration includes efficiently reviewing shop drawings, quickly responding to questions, and visiting the team and job site frequently. Our efforts and interaction are focused on being helpful to the construction process and end result.

# Timeline for Project Completion

## Proposed Work Schedule

Our team has the capability and capacity to complete the project within our current workload. We have assembled a project team whose firms and staff members have completed many spray grounds and splash pads over the years, and who have the necessary technical expertise. We have committed the resources to complete this project and have an extensive history of positive performance and service.

A preliminary timeline is provided for the proposal, based on the identified scope. We understand that there are specified dates set forth by the City of Moberly that will mark major milestones, including the desired completion and opening date of May 27th, 2022.

Specific dates for public meetings will be identified after project kickoff once the goals and objectives for the spray ground are reviewed with the team. The provided schedule is working off of a 2022 opening date.

## Moberly Spray Ground Project Schedule

PROJECT PHASE	2021												2022											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Preliminary Design																								
Design																								
Bidding																								
Construction																								





## AGREEMENT FOR ENGINEERING SERVICES

**PROJECT:** The project is a splash pad in Tannehill Park. A traditional (design/bid/build) project delivery system is expected to be used.

**BUDGET:** The value of construction for the splash pad is expected to be about \$500K.

**SCHEDULE:** The basic schedule for the Project is to perform design, bidding, and construction services to accommodate a construction substantial completion date in the spring of 2022.

### SCOPE OF SERVICES:

The scope of services includes design, bidding/construction documents, bidding support, and construction administration services for the splash pad. The scope of professional services shall also include sidewalks and a building (for park restrooms and for splash pad mechanical components).

The scope of work is based upon the splash pad reflected in the concept drawing titled Tannehill Park Spray Pad w/Themed Features dated 4-1-2021.

Scope for the Project phases include the following.

- Preliminary Design:
  - Provide advice and support to Owner regarding spray pad water treatment options and needs.
  - Provide advice and support to Owner regarding spray pad water collection options and needs.
  - Provide opinions of probable costs for aquatics mechanical/treatment and collection systems.
  - Provide advice and support to Owner regarding various proposed spraypad features and elements.
  - Provide to the Owner site layout drawings.
  - Provide to Owner the approximate size, shape, and location of spraypad mechanical support structures.
  - Provide to the Owner size and layout of the basic components of the mechanical system.
- Design and Construction Documents:
  - Provide Engineering design for the water treatment and hydraulic systems of the splash pad. Scope shall include chemical feed system design, filter selections, pump selection, and pipe sizing.
  - Deliverables shall include Engineer sealed documents (plans and specifications).
- Bidding:
  - Coordinate bidding documents with issuing office.
  - Provide support to potential bidders regarding the project.



- Construction Administration:
  - Provide the following construction administration tasks as it pertains to the scope of work designed.
    - Review shop drawings and requests for payments (as requested)
    - Provide corrections, changes, and clarifications
    - Attend project meetings as requested
    - Perform site visits as needed
    - Perform punchlist walkthrough

This agreement excludes the following:

- Site survey
- Subsurface exploration
- Geotechnical investigation and testing
- Landscape design
- Reproduction and distribution of bidding documents for prospective bidders. (This work is to be done by issuing/print room office (Drexel Technologies for example) and/or the Owner.)

**FEE**

We will provide the above services for the lump sum fees (including expenses) shown below. Basic expenses are included in the requested lump sum fees.

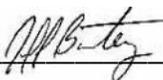
Preliminary Design	\$5,000
Design and Construction Documents	\$30,000
Bidding	\$1,000
<u>Construction Administration</u>	<u>\$9,000</u>
<b>Total Fee</b>	<b>\$45,000</b>

**TERMS AND CONDITION:** Reference attached Terms and Conditions.

If this letter agreement is acceptable, please return a signed copy to us.

**Water's Edge Aquatic Design:**

**Accepted by: City of Moberly**

Name 

Name \_\_\_\_\_

Title Principal Engineer

Title \_\_\_\_\_

Date July 13, 2021

Date \_\_\_\_\_

## Terms and Conditions

A. **Times for Providing Services:** ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services, and will perform these services with reasonable diligence and expediency consistent with sound professional practices. If OWNER requests changes in scope, the time of performance and compensation for services shall be adjusted equitably. There are many factors outside the ENGINEER's control that may affect their ability to complete the services. ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.

B. **Suspension:** The OWNER agrees that the ENGINEER is not responsible for damages arising from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or their contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

C. **Payment Provisions:** Invoices shall be submitted monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

OWNER shall notify ENGINEER if they object to any portion of an invoice in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Suspension of Services: If the OWNER fails to make payments when due, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance.

Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.

D. **Opinions of Cost:** Opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

E. **Performance Standards:** The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

F. **Use of Documents:** All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.

If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

G. **Insurance:** ENGINEER will procure and maintain insurance as set forth in the attached certificate. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.

H. **Termination:** The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the

ENGINEER not less than seven (7) calendar days written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate; Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination.

- I. **Successors, Assigns, and Beneficiaries:** Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.
- J. **Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- K. **Controlling Law:** This Agreement is to be governed by the law of the state in which the project is located.
- L. **Dispute Resolution:** OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
- M. **Hazardous Environmental Conditions:** OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.
- N. **Allocation of Risks:** To the fullest extent permitted by law, ENGINEER and OWNER agree to indemnify and hold harmless each other against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, where such fees are recoverable under applicable laws, to the extent caused by their own negligent acts of performance of professional services under this Agreement.
- In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- O. **Survival:** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- P. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.
- Q. **Waiver:** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- R. **Betterment:** When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.
- S. **Permits and Approvals:** The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #13.

Department: Administration

Date: August 2, 2021

**Agenda Item:** A Resolution accepting a Permanent Stormwater Easement from MFA.

**Summary:** Howe Company, LLC has engineered a regional detention basin to house stormwater at the Moberly Area Industrial Park to improve the area for development to assist with the Swift plant. The detention basin plans include temporarily housing stormwater on property owned by MFA. MFA has agreed to provide a permanent easement to the city for that purpose. Costs of this project will be reimbursed through a Economic Development Authority grant.

**Recommended**

**Action:** Approve this resolution

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

**BILL NO. R1099**

**RESOLUTION NO. R1099**

**A RESOLUTION ACCEPTING A PERMANENT STORMWATER EASEMENT FROM MFA OIL COMPANY.**

**WHEREAS**, in order to fully utilize the Moberly Area Industrial Park for economic development certain improvements are necessary including the creation of a stormwater detention basin; and

**WHEREAS**, Howe Company, LLC have engineered a Regional Detention Basin which includes the need to temporarily hold stormwater on land owned by MFA Oil Company (“MFA”); and

**WHEREAS**, attached hereto is a proposed Permanent Stormwater Easement whereby MFA will convey to the City of Moberly sufficient real estate to temporarily store stormwater; and

**WHEREAS**, city staff requests that the Council accept the Easement and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the attached easement from MFA and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

A motion was made by Brubaker and seconded by Davis to table Resolution R1099 until the July 19, 2021, Council meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. 07-06-2021

A motion was made by Brubaker and seconded by Davis to table Resolution R1099 until the August 2, 2021, Council meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. 07-19-2021

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title of Document: Permanent Stormwater Easement

Date of Document: \_\_\_\_\_, 202\_\_

Grantors: MFA OIL COMPANY,  
a Missouri non-stock cooperative association

Grantors' Address: One Ray Young Drive  
P.O. Box 519  
Columbia, Missouri 65205

Grantee: THE CITY OF MOBERLY,  
a Missouri municipal corporation

Grantee's Address: 101 West Reed Street  
Moberly Missouri 65270

Full Legal Description:  
See page 2 hereof.

Reference Documents:

**PERMANENT STORMWATER EASEMENT**

THIS EASEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by MFA Oil Company, a Missouri non-stock cooperative association, hereinafter referred to as Grantors,  
and The City of Moberly, hereinafter referred to as Grantee.

Grantors' Mailing Address	Grantee's Mailing Address
MFA Oil Company	City of Moberly
One Ray Young Drive	101 West Reed Street
P.O. Box 519	Moberly, Missouri 65270
Columbia, Missouri 65205	

WITNESSETH

That the said Grantors, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto said Grantee a permanent, non-exclusive stormwater easement for the purpose of allowing stormwater overflow from the City of Moberly Central Stormwater Detention Basin to be temporarily stored over and upon the following described real estate situated in Randolph County, Missouri to wit:

DESCRIPTION:

A tract of land lying in the Southwest Quarter of Section 24 and the Northwest Quarter of Section 25 all in Township 54 North, Range 14 West of the Fifth Principal Meridian and being part of Parcel #2 as shown by survey recorded in Plat Book B, Volume 7, Page 9B, Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25, thence along the North line of said Section 25, South 88 degrees 14 minutes 40 seconds East 403.18 feet to the Point of Beginning, said point being the Northwest corner of the MFA tract; thence North 00 degrees 00 minutes 00 seconds East 77.90 feet to an iron rod; thence North 90 degrees 00 minutes 00 seconds East 1450.07 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; then along said right-of-way South 01 degree 29 minutes 37 seconds West 930.32 feet to an iron rod on the Northerly right-of-way of McKeown Parkway; thence along said right-of-way South 90 degrees 00 minutes 00 seconds West 1325.80 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East 930.00 feet to the Point of Beginning.

PERMANENT STORMWATER EASEMENT

Commencing at the Northwest corner of the above-described tract; thence along the west line of said tract, South 00 degrees 00 minutes 00 seconds West 268.00 feet to the POINT OF BEGINNING for this description; thence continuing along the west line of said tract, South 00 degrees 00 minutes 00 seconds West 662.00 feet to the Southwest corner of said tract; thence along the Northerly right-of-way of McKeown Parkway North 90 degrees 00 minutes 00 seconds East 150.00 feet; thence North 00 degrees 00 minutes 00 seconds East 662.00 feet; thence South 00 degrees 00 minutes 00 seconds West 150.00 feet to the POINT OF BEGINNING, containing 2.28 acres (collectively, the "Easement Property").

See Exhibit A attached hereto and by this reference incorporated herein for depiction of the Easement Property and the easement rights herein granted;

This grant of permanent stormwater easement is subject to the following terms and conditions:

1. Grantors hereby grant to Grantee a perpetual, non-exclusive easement to temporarily overflow, flood, and submerge the Easement Property from stormwater overflow from the City of Moberly Central Stormwater Detention Basin; *provided that* no permanent (in excess of one continuous 24-hour period) pool of water from the Central Stormwater Detention Basin shall be permitted to remain within the Easement Property.

2. This grant of easement excludes ingress and egress in, on, over, across, and through Easement Property. Grantee shall have no rights under this easement agreement to access the Easement Property without prior approval from Grantors.

3. The benefits of this grant of easement shall inure solely to the City of Moberly and shall not be assignable without approval from Grantors.

4. Grantors shall remain solely responsible for all current and future taxes, special assessments and similar levies on or affecting the Easement Property.

5. Subject to the terms of this easement agreement and Grantee's rights hereunder, Grantors shall retain the right to use the Easement Property at any time, in any matter, including placing of fill material; *provided that* Grantors shall not interfere with Grantee's rights under this grant of easement and Grantee shall not be responsible or have any liability for any damages or interference with the Grantors' other uses of the Easement Property as a result of any inundation resulting whether from Grantors' activities, the exercise of Grantee's rights under this easement agreement, or otherwise.

6. Except as provided in paragraph 7, the rights granted by this easement agreement to Grantee may be extinguished or modified only by a written, recordable writing approved and executed by Grantors and Grantee.

7. This easement shall automatically terminate upon removal or abandonment by Grantee of the City of Moberly Central Stormwater Detention Basin.

The undersigned hereby represents and covenants to Grantee that the undersigned enjoys full corporate authority to execute this easement agreement on behalf of Grantors and that MFA Oil Company, a Missouri non-stock cooperative association, is the sole owner in fee of the Easement Property.

IN WITNESS WHEREOF, the undersigned have set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

MFA OIL COMPANY

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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



INSERT EXHIBIT A  
MFA OIL COMPANY  
PERMANENT STORMWATER EASEMENT



# City of Moberly City Council Agenda Summary

Agenda Number: #14.

Department: Administration

Date: August 2, 2021

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Stating Intent To Seek Funding Through The Community Development Block Grant Program For Infrastructure Improvements And Authorizing The Mayor To Pursue Activities In An Attempt To Secure Funding.

**Summary:** The City will be submitting an application to the MO Department of Economic Development for \$600,000. The downtown infrastructure improvements is part of a larger project costing \$6,401,600. The city proposes to contribute \$991,813 in local cash, \$4,809,787 in EDA grant funds and \$600,000 in CDBG grant funds needed to make up the balance. An environmental review will be one of the upcoming steps in this process. Should the project be funded, the environmental review can be a lengthy process which includes consideration for historic properties and Indian tribes, floodplain management, flood insurance, wetlands protection, coastal zones, airport hazards, endangered species, wild and scenic rivers, farmlands protection, noise control, explosive and flammable operations, water quality, air quality, contamination and toxic materials, environmental justice, land development, community facilities and services, wastewater, solid waste, storm water drainage, lead based paint, asbestos, energy consumption, and radon. The priorities from the Needs Assessment were reviewed. In addition to the downtown infrastructure improvements, infrastructure improvements in industrial park, commercial demolition, sewer improvements and waste water treatments for the city were identified

**Recommended Action** Approve this resolution

**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"/> 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"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.**

**WHEREAS**, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing, suitable living environment and expanding economic opportunities principally for persons of low and moderate income”;

**WHEREAS**, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

**WHEREAS**, the Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and

**WHEREAS**, Moberly does have areas of need for infrastructure improvements for which the U.S. Department of Commerce has made a financial assistance award (Federal Award ID Number 05-79-06034 URI:114721) which has been addressed through the Community Development Block Grant program.

**NOW, THEREFORE, BE IT RESOLVED** this 2nd day of August, 2021, by the City of Moberly, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

**BE IT FURTHER RESOLVED**, that the Mayor of Moberly, Missouri hereby is authorized to execute and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

**BE IT FURTHER RESOLVED**, that Moberly will dedicate \$991,813.00 of local cash funds to be used in this project.

\_\_\_\_\_  
Presiding Officer

ATTEST: \_\_\_\_\_  
City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: #15.  
 Department: Comm. Dev.  
 Date: August 2, 2021

**Agenda Item:** A Quit-Claim Deed for 621 W Coates to The Anglican Orthodox Church International.

**Summary:** The pastor of the church has contacted the City about the empty lot. It is located between the church and the church parking lot. They would like the lot to be used for church activities.

**Recommended**

**Action:** Approve this resolution.

**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"/> Correspondence	<input checked="" 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	

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING A QUIT-CLAIM DEED TO THE ANGLICAN ORTHODOX CHURCH INTERNATIONAL.**

**WHEREAS**, the City of Moberly has an interest in real estate located at 621 West Coates Street and more particularly described as Lot 7 in Block 1 of Young & Stephen’s Addition to Moberly, Missouri; and

**WHEREAS**, the Anglican Orthodox Church International (the “Church”) operates a church on property adjacent to the above described property and has requested that the city deed its interest in the described property to it for church purposes; and

**WHEREAS**, attached hereto is a proposed Quit Claim Deed conveying the city’s interest in the described property to the Church so long as the property is used for church purposes.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the Mayor of Moberly, Missouri to execute the attached Quit-Claim Deed for delivery to church for recording the land records of Randolph County, Missouri.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## QUIT-CLAIM DEED

*THIS INDENTURE*, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between

**CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTOR**  
101 West Reed Street, Moberly, Missouri 65270  
County of Randolph, State of Missouri, parties of the first part and

**THE ANGLICAN ORTHODOX CHURCH INTERNATIONAL, GRANTEE**  
P.O. Box 128, Statesville, NC 28687  
County of Iredell, State of North Carolina, party of the second part

*WITNESSETH*, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

*Lot 7, Block 1, Young & Stephen’s Addition to the City of Moberly, Missouri, or more commonly known as 621 West Coates Street, Moberly, Missouri.*

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever,

so that neither the said parties of the first part nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

**THIS CONVEYANCE** is conditioned upon the grantee and its successors in interest, if any, only using the property for church purposes and if the property is no longer used for church purposes, all right, title and interest in the property shall revert to the Grantor.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set their hands and seal the day and year above written.

**City of Moberly, Missouri**

\_\_\_\_\_  
**Mayor, Jerry Jeffrey**

**ATTEST:**

\_\_\_\_\_  
**City Clerk, Shannon Hance**

**STATE OF MISSOURI** )  
 ) **SS.**  
**COUNTY OF RANDOLPH** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary in the said County, personally appeared **JERRY JEFFREY, Mayor of the CITY OF MOBERLY, MISSOURI, a Municipal Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Council, and said **JERRY JEFFREY** acknowledgement said instrument to be the free act and deed of of said corporation.

**WITNESS** my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #16.  
 Department: Public Utilities  
 Date: August 2, 2021

**Agenda Item:** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR REPLACEMENT OF HDPE LINER AT THE WASTEWATER TREATMENT FACILITY.

**Summary:** The liner for Digester #1 at the Wastewater Treatment Facility has developed a hole in the liner near the mid-upper level in the digester. Upon draining the digester to inspect the condition of the liner overall, it was discovered that the liner is also failing at the corners at the bottom. An inspection by Mid-America liner from Springfield, Mo indicates that due to UV damage and age, they do not recommend repairing the liner. In order to replace the liner, the subgrade also has to be partially removed and replaced, due to sludge intrusion into the subgrade. Jacob's Engineering has presented a proposal for Professional Engineering Services to assist in preparation of documents to be able to bid this project.

**Recommended**

**Action:** Approve the resolution

**Fund Name:** TBD

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

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR REPLACEMENT OF HDPE LINER AT THE WASTEWATER TREATMENT FACILITY.**

**WHEREAS**, the City previously selected Jacobs Engineering Group, Inc. (“Jacobs”) to provide professional engineering services for water and sewer projects; and

**WHEREAS**, at the City’s request Jacobs has submitted a Letter Agreement for professional engineering services for design, bidding, and construction phase services for replacement of the HDPE liner of one of the aerobic digesters at the Moberly Wastewater Treatment Facility; and

**WHEREAS**, attached hereto is the proposed Agreement for Professional Services submitted by Jacobs outlining the project at a cost not to exceed \$58,662.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into a professional services agreement with Jacobs consistent with the terms and costs detailed in the attached Agreement for Professional Services.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

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

July 26, 2021

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

Subject: Moberly WWTF Digester Liner Replacement

Dear Brian:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for design, bidding, and construction phase services for replacement of the HDPE liner of one of the aerobic digestors at the Moberly Wastewater Treatment Facility (WWTF). The Replacement of Digester HDPE Liner project includes the demolition of the existing HDPE liner, removal of sludge, subgrade improvement, concrete repairs (if needed), and installation of an HDPE liner. Our proposal includes a site visit to assess the condition of the concrete, subgrade, and appurtenances, Design (60%) Phase, Final Design (100%) Phase, Bid Phase, and limited Construction Management Services.

Below is a list of tasks that will be undertaken as part of this study and assumptions:

Site Visit:

1. Jacobs will visit the Moberly WWTF to perform a condition assessment of the liner, liner subgrade, concrete, and appurtenances.

Design (60% Phase):

1. Jacobs will prepare 60% design documents. Plans would be prepared utilizing the original design drawings for the digester lagoon including appropriate details and notes to direct the contractor. Scale is TBD.
2. Based on the information contained in the 60% design documents, Jacobs will submit a preliminary opinion of probable construction cost and updated project schedule.
3. Up to five copies of the 60% Drawings, Technical Specification, Opinion of Probable Construction Cost, and updated project schedule will be issued to the City for review and comment. A review meeting to discuss the 60% Design submittal and obtain City comments will be conducted remotely.

July 26, 2021

Subject: Moberly WWTF Digester Liner Replacement

## Final Design (100 % Phase):

1. Based on the accepted 60% Design documents and the 60% review meeting, Jacobs will prepare the final drawings (detailed to show the character and elements of the project to be constructed by the contractor on the project) and technical specifications. The Final Design (100% Design) technical specifications will be in CSI format. The Front End Construction Contract bidding documents will be consistent with other City projects prepared by Jacobs.
2. Based on the information contained in the 100% design documents, Jacobs will submit an updated opinion of probable construction cost and updated project schedule.
3. Up to five copies of the 100% Drawings, Front End Construction Contract Documents, Technical Specifications, Opinion of Probable Construction Cost and updated project schedule will be issued to the City for final review and approval. Upon approval the 100% Design Documents will be Issued for Bid.

## Bid Phase

Jacobs will provide the following bidding phase services:

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

## Construction Phase

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

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 1) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 2) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.

July 26, 2021

Subject: Moberly WWTF Digester Liner Replacement

- 3) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project. This contract includes 16 hours of on-site RPR services. It is anticipated that the 16 hours will be spend over two site visits – once after the completion of the earthwork to observe the condition of the subgrade and once after the liner has been installed.
- 4) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 5) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 6) Except upon written instructions of City, the RPR SHALL NOT:
  - a) Authorize any deviation from the Contract Documents, or approve any substitution of materials or equipment.
  - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the

July 26, 2021

Subject: Moberly WWTF Digester Liner Replacement

occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.

- d) Authorize occupancy, acceptance or conditional acceptance.
- e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
- f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

### FEE PROPOSAL

Our proposed fee the work described herein is a lump sum cost of \$58,662. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of fee is presented below.

Task	Approximate Fee
Site Visit and Design Phase	\$ 37,595
Bid Phase	\$ 6,816
Construction Phase	\$ 14,251

### SCHEDULE

Schedule will be determined upon acceptance of proposal.

### ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. No surveying will be performed.
2. Environmental review is not included.
3. Compaction testing on the existing subgrade and any new subgrade will be performed by the contractor as part of the construction contract.
4. Any fees required to obtain construction approval/permits from MDNR or any other agency will be paid by the City.
5. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.

July 26, 2021  
Subject: Moberly WWTF Digester Liner Replacement

- 6. RPR services include five one-day (8-hour) visits during construction activities. Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

This work will be performed under the Master Services Agreement dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,



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

Authorization to Proceed:

City of Moberly  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Jacobs Engineering Group, Inc.  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #17.

Department: Administration

Date: August 2, 2021

**Agenda Item:** A Resolution Authorizing The Mayor Of Moberly, Missouri To Execute U.S. Government Forms Related To The Coronavirus State Fiscal Recovery Fund And The Coronavirus Local Fiscal Recovery Fund.

**Summary:** The State of Missouri is requiring all entities receiving coronavirus funds to have the attached forms signed by the city in order to accept the funds. The city estimates approximately \$2,500,000 in funds from ARPA funding. The Finance Department has reviewed the request and is recommending approval of the documents.

**Recommended Action** Approve this resolution.

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

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE U.S. GOVERNMENT FORMS RELATED TO THE CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND.**

**WHEREAS**, Moberly, Missouri is eligible for funding through the American Rescue Plan Act (the “Act”) Fiscal Recovery Funds program; and

**WHEREAS**, Randolph County has contracted for administration of local funding under the Act with the Mark Twain Regional Council of Governments (“Mark”); and

**WHEREAS**, Mark has requested that the Mayor of Moberly execute the attached forms from the U.S. Department of the Treasury as part of the payment process for available funding.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the Mayor of Moberly, Missouri to execute the attached forms and to take such other and further actions as may be necessary to carry out the intent of this Resolution.

**RESOLVED** this 2<sup>nd</sup> day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: <i>[Recipient to provide]</i> City of Moberly 101 West Reed Street Moberly MO 65270	DUNS Number: <i>[Recipient to provide]</i> 080020845 Taxpayer Identification Number: <i>[Recipient to provide]</i> <b>43-6002348</b> Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title: **Mayor**

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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Page 41

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Page 42

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Page 43

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OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Moberly 101 West Reed Street Moberly MO 65270	DUNS Number: [Recipient to provide] 080020845 Taxpayer Identification Number: [Recipient to provide] <b>43-6002348</b> Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title: **Mayor**

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

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# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Finance  
 Date: August 2, 2021

#18.

**Agenda Item:** A resolution approving and authorizing the City Manager to execute a master services agreement, a software and professional services agreement, and addendum with GIS Workshop, LLC, d/b/a gWorks.

**Summary:** One phase of the conversion to the Caselle software involves copying the data files in the current SimpleCity software and converting them into the Caselle format. This will have to be done three times as we progress through the Caselle implementation phases. Staff have been working with the Caselle programmers to get this accomplished, but with the SimpleCity data being encrypted we must contract with them to decrypt it and provide usable data files to us.

Contact was made with the SimpleCity staff approximately seven weeks ago to get this process started. Contracts were finally received July 30 and to prevent further delays and the possibility of Caselle moving Moberly further back in their production schedule, we are requesting approval of the contracts at this meeting. Since this software replacement is part of the ESP projects, gWorks has agreed to directly invoice ESP so that this \$15,000 cost can be included as part of the total project costs.

**Recommended Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$206,000.00 remaining in project contingency & software funds

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

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT, A SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT AND ADDENDUM WITH GIS WORKSHOP, LLC D/B/A GWORKS.**

**WHEREAS**, the installation of new Casselle software requires additional software for data extraction, general ledger, accounts payable, billing and licensing and permit functions; and

**WHEREAS**, GIS Workshop, LLC d/b/a gWorks, offers such software and support and has proposed the attached Master Services Agreement, Software and Professional Services Agreement and Addendum A1 for an initial fee of \$15,000.00 in addition to necessary support services at the rate of \$132.00 per hour; and

**WHEREAS**, city staff recommends accepting and approving the attached documents and authorizing the City Manager to execute the agreements on behalf of the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts and approves the attached Master Services Agreement, Software and Professional Services Agreement and Addendum A1s and authorizes the City Manager to execute the agreement on behalf of the city and further authorizes the City Manager to take such other and further action as may be required to effectuate the purchase of the gWorks software on behalf of the city.

**RESOLVED** this 2nd day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**ADDENDUM A.1**

**TO THE CONTRACT BETWEEN GWORKS AND THE CITY OF MOBERLY, MO**

**The following is an addendum to the Agreement(s) between the City of Moberly MO (Client Number 1381) and gWorks dated 07/27/2021. This addendum is governed by the Software and Professional Services Agreement dated 07/27/2021.**

- Only the data described below will be converted to Access tables.
- The data not provided includes but is not limited to the parameters for all modules.
- Customer’s new vendor will be responsible to map the data elements to their tables/data elements.
- Customer’s new vendor will also be responsible for setting up parameters, e.g., rate tables, tax tables, general ledger interface tables, etc.

**General Ledger**

General Ledger Master includes:

- Chart of Accounts
- Current Year’s monthly and year to date balances

General Ledger Previous Year files (financial balances summarized by fiscal year)

General Ledger Electronic Notes

General Ledger History includes:

- Account #
- Date
- Fiscal Period
- Debit or Credit
- Amount
- Etc.

A separate file with 3 years of budget information will be provided.

**Accounts Payable**

Accounts Payable Master includes all data we store in:

- Vendor Master table
- One Time Vendor table

Accounts Payable Electronic Notes

Accounts Payable History includes all data we store in:

- Invoice Description
- Invoice History
- Invoice Check

Does not include any open invoices not paid and does not include vendor contact table, recurring transactions table, etc.

**Billing & Licensing**

Billing & Licensing Master includes:

- Customer’s Master (name, address, etc.)
- Master Balance
- Bill Type Master (type of bill, bill code etc.)
- Bill Type Balance

Billing and Licensing Electronic Notes

Billing and Licensing History includes history of:

- Billing
- Finance Charge
- Payment
- Delinquent Notice
- Credit Memo
- Renewal Notice

**Permits**

Permits Master includes:

- Permit Type
- Permit Number
- Property Location
- Owner
- Contractor ID (if applicable)
- Applicant Name
- Total Fee
- Balance
- Status
- Application/Issue/Expire dates
- Permit Fees
- Building Permit data
- User Defined Fields

Permit Contractors

Permit Electronic Notes

Permit Inspections

Permits History includes history of:

- Permits
- Inspections
- Charges
- Payments

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
City of Moberly MO

\_\_\_\_\_  
Title  
gWorks

**SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT**

GWORKS  
3905 S 148<sup>TH</sup> ST., SUITE 200  
OMAHA, NE 68144

#18.

Division and Company: City of Moberly MO  
Client Number: 1381  
Attention of/Department: Mr. Greg Hodge  
Street Address: 101 West Reed St  
City, State, Zip Code: Moberly, MO 65270  
Contract Preparation Date: 07/27/2021

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program" and includes the annual updates if indicated below as applicable.

For additional terms and conditions and further description of the data provided see Addendum A.1

**DESCRIPTION**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
gWorks will provide conversion data for General Ledger, Accounts Payable Payroll, Utility Billing, and Bank Reconciliation for your new vendor for the prices listed. The file format will be Access – MDB format In each case we will pull 5w years of history			
General Ledger Master & History	3	\$1,100.00	\$3,300.00
Accounts Payable Master & History	3	\$1,100.00	\$3,300.00
Billing & Licensing Master & History	3	\$1,400.00	\$4,200.00
Permits Master & History	3	\$1,400.00	\$4,200.00

**See Addendum A.1 for specific information included in each data pull.**

After the 3 data pulls, any additional data pulls requested by your new vendor will be done at the same rates as above for each pull.

Any correspondence or consulting services related to data pulls or data conversion is billable at the rate of \$132 per hour.

Additional services such as answering questions about fields is billable at the rate of \$132 an hour.

The Customer or the software vendor must provide all questions in writing.

gWorks reserves the right to limit services to providing the files described in this Agreement.

The Customer will be responsible to print the desired reports used by your new vendor to confirm the data is converted accurately. If desired, gWorks will assist your staff with determining and running reports requested by your new vendor. This service is billable at the rate of \$132 per hour.

All Services are billable unless otherwise stated.

SERVICES & NON-SIMPLECITY PRODUCTS: **\$15,000.00 = TOTAL INITIAL FEE:** \$15,000.00

Payable As Follows:

On execution of the Agreement, the total amount payable is due in FULL. **\$15,000.00**  
gWorks will not commence work until payment is received.

1. PAYMENT. Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. GRANT OF LICENSE. gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from gWorks. Customer may not reverse engineer or attempt to derive the source code of the program.

3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. MODIFICATION. Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.

5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.

6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks. Customer agrees with gWorks that program documentations and all information or data supplied by gWorks in machine readable forms are trade secrets of gWorks and as such are protected by civil and criminal law and by the law of copyright and are very valuable to gWorks and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from gWorks. Upon termination of this Agreement, Customer shall return program and related documents to gWorks.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS**

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

- a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer assigned to Customer.
- b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

#18.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND ADDENDUM, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT AND ADDENDUM BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PURCHASER:

(Sign Here) \_\_\_\_\_  
Customer Signature

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED:

**GWORKS**  
**3905 S 148<sup>TH</sup> ST., SUITE 200**  
**OMAHA, NE 68144**

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

Date Accepted: \_\_\_\_\_



## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made effective July 27, 2021 (the “Effective Date”) by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks (“gWorks”), and City of Moberly, MO (“Client”).

### ARTICLE 1 DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 “Change Order” means a written change order, which modifies an existing SOW and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable SOW for all purposes.

1.2 “Client Materials” means all information, content, data, functionalities, and any other materials provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations hereunder.

1.3 “Deliverable” means any item that GIS Workshop develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or Desktop Services, themselves, shall not be considered Deliverables.

1.4 “Intellectual Property” means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party’s performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 “Services” means any services rendered by GIS Workshop to or for the benefit of Client, as described in a SOW. Services specifically include any Web-based Services or Desktop Services that are rendered by GIS Workshop to or for the benefit of Client.

1.6 “Specifications” means the specifications and functionalities to which the Deliverables shall be developed by GIS Workshop, as set forth in a SOW.

1.7 “SOW” means a written statement of work signed by authorized representatives of both parties that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.8 “Web-based Services” means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage, that gWorks provides to the Client.

1.9 “Desktop Services” means any gWorks desktop-based applications that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

### ARTICLE 2 SERVICES; DELIVERABLES

2.1 GIS Workshop shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable SOW. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. GIS Workshop will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in a SOW, determine the method, details, and means of performing the Services. GIS Workshop may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or third party government agency has requested such suspension. If GIS Workshop suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any SOW upon written notice to GIS Workshop.

2.2 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable SOW. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable SOW. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

### **ARTICLE 3 CLIENT OBLIGATIONS**

3.1 Client shall provide GIS Workshop with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by GIS Workshop, to enable GIS Workshop to provide the Services. Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. GIS Workshop shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by GIS Workshop, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to GIS Workshop that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to GIS Workshop and to permit GIS Workshop to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable GIS Workshop to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except to the extent that the parties expressly agree in the applicable SOW that Client owns all

right, title, and interest in and to such software and the Intellectual Property embodied therein.

### **ARTICLE 4 FEES AND EXPENSES**

4.1 Client shall pay GIS Workshop for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each SOW. Any payment that is past due to GIS Workshop shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on GIS Workshop's income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 Fee adjustments of Web-based Services or Desktop Services at Renewal. Upon term renewal, gWorks may increase the Client's annual fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

### **ARTICLE 5 TERM AND TERMINATION**

5.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Each SOW shall have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement, but the termination of this Agreement shall terminate all unexpired SOWs and the Terms of Service, if applicable. GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective SOWs. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all outstanding amounts it owes to GIS Workshop hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove, or otherwise block Client's access to any Services; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications,

Client Materials and programming language in GIS Workshop’s possession. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop’s performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 10.1, 10.2, 10.5, 10.6, 10.7, 10.10, and 10.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

**ARTICLE 6  
INTELLECTUAL PROPERTY**

6.1 GIS Workshop is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of GIS Workshop’s performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts GIS Workshop’s rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop’s Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client’s full and continued compliance with the terms and conditions of this Agreement. Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party’s Intellectual Property.

6.2 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW (“Third Party Technology”). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. GIS Workshop makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client’s use thereof.

6.3 GIS Workshop may from time to time arrange for Client’s purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by GIS Workshop (“Third Party Products”). Client’s use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client’s use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

**ARTICLE 7  
REPRESENTATIONS AND WARRANTIES**

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors’ rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

**ARTICLE 8  
DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

**8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT’S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT’S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GIS WORKSHOP DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.**

**8.2 GIS WORKSHOP’S ENTIRE LIABILITY, AND CLIENT’S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL GIS WORKSHOP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.**

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the “Indemnifying Party”) agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the “Indemnified Party”) harmless from and against any

and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys’ fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively “Claims”) arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

**ARTICLE 9  
CONFIDENTIALITY**

During the term of this Agreement, each party (the “Disclosing Party”) may provide the other party (the “Receiving Party”) with certain confidential and proprietary information (“Confidential Information”). Confidential Information includes the Disclosing Party’s research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked “confidential” (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party’s Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party’s Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

**ARTICLE 10  
MISCELLANEOUS**

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of GIS Workshop with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 GIS Workshop acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GIS Workshop guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. GIS Workshop shall insert a similar provision in its agreements with its subcontractors.

10.3 GIS Workshop certifies that it maintains a drug free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party’s respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection

based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

10.8 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client’s fringe benefit plans.

10.9 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party’s prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client’s prior written consent, which consent will not be unreasonably withheld or delayed.

10.10 This Agreement, including all applicable SOWs, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.11 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.12 As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. References to “Articles,” “Sections,” or “SOWs” shall mean the

Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.13 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client’s computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

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

**GIS Workshop, LLC dba gWorks**

Signature:   
By: \_\_\_\_\_

Name:     Tyson Larson    

Its:     VP of Client Success    

Date:     07/27/2021    

Address:     3905 S. 148<sup>th</sup> St., Ste 200, Omaha, NE 68144    

**Client:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## EXHIBIT A

### GIS WORKSHOP DBA GWORKS TERMS OF SERVICE

THESE TERMS OF SERVICE (the “Terms of Service”) are effective as of the first date on which the person or entities agreeing hereto (the “Client”) executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the “Effective Date”). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC (“GISW”) doing business as gWorks (each a “Party” and collectively the “Parties”). The Terms of Service govern the Parties’ rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the “Service”) offered by GISW on and through its website (the “Site”) for personal or business use by Client (the “Purpose”). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client’s acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

**1. SERVICE.** Subject to Client’s continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

**2. THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services and data (collectively, “Third Party Products”). By accessing the Service, Client is agreeing to be bound by each of these third party’s terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client’s use thereof.

**3. SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW’s sole and absolute discretion.

#### **4. FEES AND PAYMENT TERMS.**

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW’s then-current fee schedule (the “Subscription Fee”), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the “SOW”).

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client’s credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client’s billing information except to process Client’s credit card information for GISW. GISW’s handling of Client’s personal information shall be in accordance with GISW’s privacy policies and practices, which will be provided to Client upon request.

(d) If Client’s credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW’s request, GISW may immediately terminate these Terms of Service and suspend Client’s

account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

**5. CLIENT MATERIALS.** Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

**6. SITE DELIVERABLES.** As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

**7. SERVICE RESTRICTIONS.** Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

**8. REGISTRATION.** Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

## **9. SUPPORT, MAINTENANCE AND UPGRADES.**

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays).

This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

#### 10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

**11. OWNERSHIP OF INTELLECTUAL PROPERTY.** Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

#### 12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

**13. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

**14. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GISW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

**15. NO WARRANTY.** CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**16. INDEMNITY.** Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like

item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

**17. CONFIDENTIALITY.** During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information (“Confidential Information”). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked “Confidential,” any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, “Confidential Information” will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW’s Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW’s Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

**18. FORCE MAJEURE.** Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a “Force Majeure Event”). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

**19. LINKS TO THIRD PARTY SITES.** The Site and Services may include links that will take Client to other sites outside of the Site (“Linked Sites”). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

**20. GENERAL INFORMATION.**

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks  
Client Success Department  
3905 S. 148<sup>th</sup> St., Ste 200, Omaha, NE 68144  
info@gworks.com  
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW’s sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client’s sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of

Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: City Clerk  
Date: August 2, 2021

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

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,953,194.43.**

**WHEREAS** the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$83,435.08.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$7,082.33.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$42,135.42.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$4,251.78.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$3,474.82.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$39,796.82.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$1,514,108.11.

SECTION 8: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$27.00.

SECTION 9: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$10.00.

SECTION 10: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$3,748.72.

SECTION 11: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$56,589.64.

SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$3,986.00.

SECTION 13: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$16,842.50.

SECTION 14: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$70,599.53.

SECTION 15: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$38,195.69.

SECTION 16: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$27,572.66.

SECTION 17: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of \$26,552.63.

SECTION 18: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of **\$5,309.68.**

SECTION 19: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of **\$1,705.45.**

SECTION 20: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of **\$7,163.07.**

SECTION 20: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 2, 2021, in the amount of **\$607.50.**

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

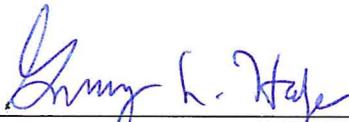
**RESOLVED** this 2nd day of August 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

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

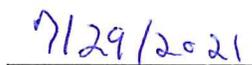
  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JULY 15, 2021 - AUGUST 2, 2021 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE AUGUST 2, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	83,435.08
Non-Resident Lodging Tax Fund	\$	7,082.33
Payroll Fund	\$	42,135.42
Solid Waste Fund	\$	4,251.78
Heritage Hills Golf Course Fund	\$	3,474.82
Parks and Recreation Fund	\$	39,796.82
Airport Fund	\$	1,514,108.11
Perpetual Care Cemetery Sales Fund	\$	27.00
Veteran Memorial Flag Project Fund	\$	10.00
Utilities Collection Fund	\$	3,748.72
Utilities OP & Maintenance Fund	\$	56,589.64
Capital Improvement Trust Fund	\$	3,986.00
Route JJ Sewer Extension Fund	\$	16,842.50
2021 EDA Grant Projects Fund	\$	70,599.53
2004B SRF Bonds Debt Service Fund	\$	38,195.69
2006A SRF Bonds Debt Service Fund	\$	27,572.66
2004C SRF Bonds Debt Service Fund	\$	26,552.63
Emergency Telephone Fund	\$	5,309.68
Transportation Trust Fund	\$	1,705.45
Street Improvement Fund	\$	7,163.07
Downtown CID Sales Tax Fund	\$	607.50
<b>Total</b>	<b>\$</b>	<b>1,953,194.43</b>

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

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

  
\_\_\_\_\_  
Date

# ACCOUNTS PAYABLE CHECK REGISTER

#19.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
87220		7/23/2021		17	AT&T 5001	3,267.34				
87221		7/23/2021		6527	EAGLE KNOLL GOLF CLUB	200.00				
87222		7/23/2021		6187	GRAVES COREY	100.00				
87223		7/23/2021		770	HODGE GREG	19.00				
87224		7/23/2021		4347	JOHN DEERE FINANCIAL	.00			VOID:	
87225		7/23/2021		4347	JOHN DEERE FINANCIAL	858.39				
87226		7/23/2021		5239	MISSOURI DEPART OF REV 3375	3,748.72				
87227		7/23/2021		1849	SPRINT	.00			VOID:	
87228		7/23/2021		1849	SPRINT	1,554.46				
87229		7/23/2021		2646	VALIC	1,042.00				
* 87230	Thru	87244								
87245		8/02/2021		2903	ABAN PEST CONTROL INC	215.00				
87246		8/02/2021		2813	AHRENS STEEL & WELDING INC	69.45				
87247		8/02/2021		5933	ALBERTS SHOE REPAIR	174.65				
87248		8/02/2021		6120	AMAZON CAPITAL SERVICES	.00			VOID:	
87249		8/02/2021		6120	AMAZON CAPITAL SERVICES	2,958.65				
87250		8/02/2021		13	ARROW ENERGY INC	7,101.47				
87251		8/02/2021		17	AT&T 5001	1,692.95				
87252		8/02/2021		15	AUSTIN COFFEE SERVICE	167.61				
87253		8/02/2021		6522	BALE ERIN	25.00				
87254		8/02/2021		6537	BALLINGER AMELIE	100.00				
87255		8/02/2021		4729	BARTLETT & WEST	1,637.60				
87256		8/02/2021		5176	BILLINGTON MARY	295.00				
87257		8/02/2021		273	BSN SPORTS LLC	113.96				
87258		8/02/2021		6524	BURTON STEWART	100.00				
87259		8/02/2021		6523	CAMPBELL GLENN	100.00				
87260		8/02/2021		6454	CAPITAL ONE	.00			VOID:	
87261		8/02/2021		6454	CAPITAL ONE	795.44				
87262		8/02/2021		104	CARTER-WATERS	1,209.76				
87263		8/02/2021		591	CASON BUILDING MAINTENANCE INC	2,263.71				
87264		8/02/2021		3063	CONLEY FOREST DO	105.00				
87265		8/02/2021		2645	CORE & MAIN LP	4,847.94				
87266		8/02/2021		3278	CROCKETT ENGINEERING CONSULTAN	1,200.00				
87267		8/02/2021		2908	CUNNINGHAM VOGEL & ROST PC	607.50				
87268		8/02/2021		6536	DAIPRAI TAMARA	10.00				
87269		8/02/2021		6542	DAVIS SKYLER	25.00				
87270		8/02/2021		6473	DAWSON KENZIE	186.50				
87271		8/02/2021		5791	DOUGLAS SUMMER H	210.00				
87272		8/02/2021		2806	DPC ENTERPRISES LP	1,044.75				
87273		8/02/2021		5776	DREW AMANDA	100.00				
87274		8/02/2021		6546	EL VAQUERO MEXICAN RESTAURANT	200.00				
87275		8/02/2021		2939	EMERGENCY MEDICAL PRODUCTS INC	350.88				
87276		8/02/2021		37	EMERY SAPP & SONS INC	1,504,514.17				
87277		8/02/2021		695	ENGINEERING SURVEYS & SERVICES	4,221.00				
87278		8/02/2021		1527	ESRY DANIEL	205.00				
87279		8/02/2021		832	FAMILY LIFE FELLOWSHIP	300.00				
87280		8/02/2021		3103	FASTENAL COMPANY	.00			VOID:	
87281		8/02/2021		3103	FASTENAL COMPANY	5,522.90				
87282		8/02/2021		699	FEDERAL EXPRESS	75.80				
87283		8/02/2021		5404	FRY ETHAN	151.41				
87284		8/02/2021		2839	FUSION TECHNOLOGY LLC	92.97				

**ACCOUNTS PAYABLE CHECK REGISTER**

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87285	8/02/2021	704	GALLS LLC	177.20				
87286	8/02/2021	6379	GREATLIFE MIDMO LLC	3,459.00				
87287	8/02/2021	6525	GROSS LISA	75.00				
87288	8/02/2021	737	HACH COMPANY	3,056.42				
87289	8/02/2021	1338	HAWKINS INC	2,020.00				
87290	8/02/2021	62	HILLYARD - COLUMBIA	460.64				
87291	8/02/2021	6539	HUBERT CHEYANNE	400.00				
87292	8/02/2021	766	INLAND TRUCK PARTS	31.56				
87293	8/02/2021	5591	INOVATIA LABORATORIES LLC	1,281.50				
87294	8/02/2021	1182	J C AUTO & TRUCK PARTS	200.00				
87295	8/02/2021	6526	JACKSON LARESA	25.00				
87296	8/02/2021	2812	JACOBS ENGINEERING GROUP INC	91,428.03				
87297	8/02/2021	2569	KIMMONS JOHN	285.99				
87298	8/02/2021	579	LAND/CHARITON COUNTY CONCRETE	4,168.76				
87299	8/02/2021	2964	LEES LAWN CARE & EQUIPMENT LLC	454.74				
87300	8/02/2021	4718	MACON COUNTY HEALTH DEPARTMENT	50.00				
87301	8/02/2021	6441	MARTIN TAYLOR	66.00				
87302	8/02/2021	1639	MATTOX ADVERTISING CO	141.00				
87303	8/02/2021	6475	MESSER KENNEDY	22.00				
87304	8/02/2021	1688	MFA OIL COMPANY	15,395.53				
87305	8/02/2021	1726	MIDWEST ENVIR CONSULTANTS INC	548.50				
87306	8/02/2021	5239	MISSOURI DEPART OF REV 3375	464.18				
87307	8/02/2021	834	MISSOURI STATE HIGHWAY PATROL	210.00				
87308	8/02/2021	6442	MITCHELL COLBY	44.00				
87309	8/02/2021	360	MO DEPARTMENT OF NATURAL RESOU	200.00				
87310	8/02/2021	2740	MOBERLY AREA CHAMBER OF COMMER	28,082.33				
87311	8/02/2021	2798	MOBERLY AREA COUNCIL OF THE AR	1,000.00				
87312	8/02/2021	2591	MOBERLY AREA ECONOMIC DEVELOPM	100.00				
87313	8/02/2021	6404	MOBERLY COMMUNITY BETTERMENT	1,500.00				
87314	8/02/2021	1468	MOBERLY MIDGET LEAGUE	400.00				
87315	8/02/2021	2907	MOBERLY READY MIX	1,318.19				
87316	8/02/2021	4906	MUTTER FARMS LLC	.00			VOID:	
87317	8/02/2021	4906	MUTTER FARMS LLC	6,162.59				
87318	8/02/2021	6528	NEGWER MATERIALS INC	489.83				
87319	8/02/2021	4321	NORTHERN MO COMMUNITY FDN	1,000.00				
87320	8/02/2021	2822	PEPSI-COLA	1,019.78				
87321	8/02/2021	2166	PERSONNEL EVALUATION INC	20.00				
87322	8/02/2021	2556	PETTY CASH	179.20				
87323	8/02/2021	6529	PHYNX FIBER	655.46				
87324	8/02/2021	4847	POLLARD FREEDOM	55.00				
87325	8/02/2021	1879	PRECISION PRECAST LLC	200.48				
87326	8/02/2021	3974	PREWITT HAROLD	25.00				
87327	8/02/2021	5786	PRICE JOSHUA STEVEN	120.00				
87328	8/02/2021	4138	RANDOLPH COUNTY 4-H COUNCIL	400.00				
87329	8/02/2021	2593	RANDOLPH COUNTY RECORDER	27.00				
87330	8/02/2021	5646	REDEEMER CHURCH	400.00				
87331	8/02/2021	2977	RICKETTS FARM SERVICE INC	808.40				
87332	8/02/2021	6544	RUDKIN LOGAN	100.00				
87333	8/02/2021	6330	RYAN DONALD	10.00				
87334	8/02/2021	6118	S&A EQUIPMENT AND BUILDERS	1,331.95				
87335	8/02/2021	617	SCHULTE SUPPLY INC	1,106.00				
87336	8/02/2021	2791	SENIOR AMERICANS MULTIPURPOSE	4,000.00				
87337	8/02/2021	2608	SIDENER ENVIRONMENTAL INC	996.37				

**ACCOUNTS PAYABLE CHECK REGISTER**

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87338	8/02/2021	2610	BRENDLINGER ENTERPRISES INC	3,484.00				
87339	8/02/2021	5700	STAPLES	243.63				
87340	8/02/2021	5758	STARGUARD ELITE LLC	2,200.00				
87341	8/02/2021	6534	STATE OF MISSOURI	10.00				
87342	8/02/2021	6543	STOEBE MICHELLE	25.00				
87343	8/02/2021	488	SUPERIOR ADVENTURE CENTER	640.95				
87344	8/02/2021	6541	SURBER TAMMY	25.00				
87345	8/02/2021	6321	SURVEYING & MAPPING LLC	245.00				
87346	8/02/2021	401	SUTPHEN CORPORATION	1,400.00				
87347	8/02/2021	6162	SWALLOW TROPHY & ENGRAVING	10.00				
87348	8/02/2021	6358	SWARTZ NATHAN	25.00				
87349	8/02/2021	2962	SYDENSTRICKER NOBBE PARTNERS	74.06				
87350	8/02/2021	6538	THIES AMANDA	90.00				
87351	8/02/2021	2640	THOMAS HILL PUBLIC WATER SUPPL	72.54				
87352	8/02/2021	1489	TITAN INDUSTRIAL CHEMICALS LLC	1,899.00				
87353	8/02/2021	642	TOWN & COUNTRY ABSTRACT CO	300.00				
87354	8/02/2021	6270	TREKK DESIGN GROUP	7,514.28				
87355	8/02/2021	6535	ULMER DANA	234.00				
87356	8/02/2021	6374	UNIFIRST CORPORATION	282.75				
87357	8/02/2021	6530	UNITED CREDIT UNION	100.00				
87358	8/02/2021	1562	UNITED FIRST AID & SAFETY, LLC	130.63				
87359	8/02/2021	3749	UNITED RENTALS	710.50				
87360	8/02/2021	2643	UNITED WAY	1,181.94				
87361	8/02/2021	2223	US CELLULAR	379.76				
87362	8/02/2021	2644	USA BLUE BOOK	2,175.78				
87363	8/02/2021	6531	VESTAL TREA	100.00				
87364	8/02/2021	2652	WATER & SEWER SUPPLY INC	584.20				
87365	8/02/2021	6545	WATKINS LIZ	100.00				
87366	8/02/2021	6238	WHITE AMANDA	14.90				
87367	8/02/2021	6540	WILKERSON GWEN	60.00				
87368	8/02/2021	2772	WIRELESS USA	602.35				
87369	8/02/2021	6532	WOLFE CASEY	100.00				
87370	8/02/2021	6443	WOOLDRIDGE BRYN	102.50				
87371	8/02/2021	6533	ZELTNER CALEB	25.00				
87372	8/02/2021	5294	ZURCHER TIRE INC	309.00				
*20190892								
20190893	7/15/2021	6520	FP MAILING SYSTEMS	1,000.00				E-PAY
20190894	7/24/2021	5783	BANKCARD SERVICES	15,140.05				E-PAY
20190895	7/23/2021	2708	UMB BANK	92,320.98				E-PAY
20190896	7/23/2021	6	AMEREN MISSOURI	49,416.54				E-PAY
20190897	8/02/2021	1800	MO LAGERS	39,911.48				E-PAY

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	1,953,194.43
CLEARED	.00
-----	
BANK 24 TOTAL	1,953,194.43
**VOIDED**	.00

# ACCOUNTS PAYABLE CHECK REGISTER

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
				TOTAL	OUTSTANDING		CLEARED	VOIDED
100	GENERAL FUND			83,435.08	83,435.08		.00	.00
102	NON-RESIDENT LODGING TAX			7,082.33	7,082.33		.00	.00
105	PAYROLL FUND			42,135.42	42,135.42		.00	.00
110	SOLID WASTE FUND			4,251.78	4,251.78		.00	.00
114	HERITAGE HILLS GOLF CRSE			3,474.82	3,474.82		.00	.00
115	PARKS & RECREATION FUND			39,796.82	39,796.82		.00	.00
120	AIRPORT FUND			1,514,108.11	1,514,108.11		.00	.00
125	PERPETUAL CARE CEM SALES			27.00	27.00		.00	.00
140	VETERAN MEMORIAL FLAG PRJ			10.00	10.00		.00	.00
300	UTILITIES COLLECTION FUND			3,748.72	3,748.72		.00	.00
301	UTILITIES OP & MAINT			56,589.64	56,589.64		.00	.00
304	CAPITAL IMPROVEMENT TRUST			3,986.00	3,986.00		.00	.00
314	ROUTE JJ SEWER EXTENSION			16,842.50	16,842.50		.00	.00
350	2021 EDA GRANT PROJECTS			70,599.53	70,599.53		.00	.00
377	2004B SRF BONDS DEBT SERV			38,195.69	38,195.69		.00	.00
378	2006A SRF BONDS DEBT SERV			27,572.66	27,572.66		.00	.00
379	2004C BONDS DEBT SERVICE			26,552.63	26,552.63		.00	.00
400	EMERGENCY TELEPHONE FUND			5,309.68	5,309.68		.00	.00
600	TRANSPORTATION TRUST FUND			1,705.45	1,705.45		.00	.00
601	STREET IMPROVEMENT FUND			7,163.07	7,163.07		.00	.00
911	DOWNTOWN CID SALES TAX			607.50	607.50		.00	.00

# ACCOUNTS PAYABLE CHECK REGISTER

\*\*\* CHECK SUMMARY \*\*\*

#19.

BANK#	BANK NAME	CHECK#	DESCRIPTION
24 DISBURSEMENTS			
87220	Thru	87229	Accounts Payable Checks
87230	Thru	87244	Utility Billing Checks
87245	Thru	87372	Accounts Payable Checks
20190893	Thru	20190897	Accounts Payable E-Pay

# City of Moberly City Council Agenda Summary

Agenda Number: #20.

Department: Fire Dept

Date: August 2, 2021

**Agenda Item:** Appointment to the Fire Prevention Board

**Summary:** In October 2020 Board Member Robert Duttons' term expired. This was missed with the transition however, the Fire Department has had conversation with Mr. Dutton where he stated he would like to remain on the board.

**Recommended**

**Action:** Appoint Mr. Dutton to this board.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

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"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Fire Prevention Board of Appeals Date: 07-16-21
Your Name: Robert Dutton Street Address: 3452 Hwy 14
Phone number(s): (evening) 660-651-0704 (day) SAME
Email:

Do you live within the corporate limits of City of Moberly? Yes (No)
How long have you been a resident of City of Moberly?
Occupation: retired Employer:

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

30 yrs on Fire Dept.

What particular contributions do you feel you can make to this board or commission?

Understand the working of the Fire Dept

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. MAEVA Uhey Phone:
2. Troy Link Phone:
3. Phone:

Signature of Applicant (Robert Dutton)

\*Additional Information may be attached to this form. Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270