

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**February 22, 2022**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Discussion Regarding An On-Call Scope Of Services Agreement With BARR Engineering For Professional Services.
2. Receipt Of Bids For The 2022 Street Improvement (Restorative-CRF And Reclamite).
3. Receipt Of Bids For A Kubota UTV For Use By Oakland Cemetery And Street Department.
4. VFD Controller Equipment For The Athletic Complex Irrigation System.
5. Review of Permanent Sewer Easements on Route JJ.

# City of Moberly

## City Council Agenda Summary

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

WS #1.

Department: Public Utilities

Date: February 22, 2022

**Agenda Item:** A Discussion Regarding An On-Call Scope Of Services Agreement With BARR Engineering For Professional Services.

**Summary:** The City of Moberly regulates Moberly stormwater management through a series of city ordinances. As part of an effort to partner with citizens during new and proposed developments, the Utilities Department gathers data necessary for maintaining and improving Moberly's stormwater infrastructure.

- Construction stormwater land disturbance and post-construction review and assistance
- MS4 programs, operations, and stormwater best management practices
- Wastewater and public drinking water operations and technical assistance
- Industrial pretreatment program assistance
- Application, renewal, and compliance with permits
- Negotiations and communications with government agencies
- Environmental remediation and compliance
- Engineering design
- Waste management

Barr will provide a separate scope of work for any on-call assistance that becomes a project. Barr assumes the City will provide written authorization, such as an e-mail, to authorize Barr to proceed with tasks under this scope of work. Tasks limited to \$5,000. If the project is to exceed that amount, a new and separate scope is to be approved.

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

**Fund Name:** Public Utilities Operations as applied

**Account Number:** 301.115.5406

**Available Budget \$:** To be transferred from operating reserve fund.

ATTACHMENTS:		Roll Call	Aye	Nay
____ Memo	____ Council Minutes	<b>Mayor</b>		
____ Staff Report	____ Proposed Ordinance	M____ S____ <b>Jeffrey</b>	____	____
<input checked="" type="checkbox"/> 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	____ Other _____		Passed	Failed

October 15, 2021

Mr. Dana Ulmer  
Director of Public Utilities  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Re: Scope and Budget for Professional Services**

Dear Mr. Ulmer:

Thank you for the opportunity to provide this scope and budget for on-call professional services needed for the City of Moberly (City). We consider our Barr team members to be an extension of your staff and we look forward to serving you by providing on-call technical advisement and assistance. Outlined below is our understanding of the scope, budget, and schedule for these on-call services.

**Scope**

This scope of work includes on-call services that are not otherwise specifically covered by other active project tasks with Barr. The focus of this scope of work is to provide ongoing or as-needed technical assistance on a small scale per individual task(s) assigned by the City.

This scope of work may include, but is not limited to the following services:

- Construction stormwater land disturbance and post-construction review and assistance;
- MS4 programs, operations, and stormwater best management practices;
- Wastewater and public drinking water operations and technical assistance;
- Industrial pretreatment program assistance
- Application, renewal, and compliance with permits;
- Negotiations and communications with government agencies;
- Environmental remediation and compliance;
- Engineering design; and
- Waste management.

The scope of work is intentionally broad to provide for assistance with unforeseen tasks, as directed by the City and as the time and materials budget allows.

Barr will provide a separate scope of work for any on-call assistance that becomes a project. Barr assumes the City will provide written authorization, such as an e-mail, to authorize Barr to proceed with tasks under this scope of work.

## Schedule

This scope of work is intended to be used as needed for on-call services as agreed upon between Barr and the City. Should any task timelines be needed under this scope of work, Barr and the City will work together to develop schedule(s).

## Budget and Invoicing for Services Provided

Tasks anticipated to cost more than \$1,000 will not be performed using this scope of work without prior notification to the City. On a task basis, Barr will not exceed \$5,000 without approval from the City. Barr will provide invoices for services provided to the City on an hourly basis, in accordance with Barr's standard hourly rates (see attached fee schedule). This scope of work is intended to be provided on an annual basis, and can be renewed annually, with the City's approval.

We appreciate the opportunity to propose on-call services, and we are enthusiastic about this opportunity to work with you. If you have any questions about this proposal, please contact Andrea Collier at 573-356-4423 (cell).

Sincerely,

BARR ENGINEERING COMPANY



Rob Morrison, P.E.  
Vice President



Andrea D. Collier, P.E.  
Senior Environmental Engineer

**Fee Schedule—2021**

Rev. 12/26/2020

Description	Rate* (U.S. dollars)
-------------	-------------------------

Principal	\$160-295
Consultant/Advisor	\$185-250
Engineer/Scientist/Specialist IV	\$155-180
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician IV	\$155-180
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$65-90
Support Personnel III	\$155-180
Support Personnel II	\$95-150
Support Personnel I	\$65-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.

# City of Moberly

## City Council Agenda Summary

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

WS #2.

Department: Public Works

Date: February 22, 2022

**Agenda Item:** Receipt of bids for the 2022 street improvement (Restorative-CRF and Reclamite).

**Summary:** We advertised for bids for street improvements (restorative-CRF and reclamite). Bids were opened February 15, 2022. Staff recommends accepting the bid from Corrective Asphalt Materials for the reclamite and restorative-CRF.

### Recommended

**Action:** Accept these bids.

**Fund Name:** Transportation Trust

**Account Number:** 601.000.5302

**Available Budget \$:** 122,906.61

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

\_\_\_

\_\_\_

### Council Member

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

**ADVERTISEMENT FOR BIDS**

The City of Moberly, Missouri is requesting bids for the **2022 Street Improvements Project** including Reclamite and Restorative for various Streets within the City of Moberly.

Specifications and bid documents are available from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked **“2022 Street Improvements”** and to the office of the City Clerk at 101 W Reed St., Moberly, MO 65270 by **February 15, 2022 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
DIRECTOR OF PUBLIC WORKS

**PUBLISH ONE TIMES IN THE: WEEKEND EDITION, JANUARY 28-30, 2022  
EDITION**

# 2022 Street Improvements

CITY OF MOBERLY 10AM

## "BID OPENING"

Date: 2.15.2022

Corrective Asphalt Materials

CRF  
\$ 1.35 sq yd

(Notifications - \$ .03)  
(St. Sampling - \$ .07)

Rebarite

\$ .95 sq yd

(Notifications - \$ .03)  
(St. Sampling - \$ .05)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_



City of

*Moherly!***BID SHEET****Reclamite Seal\***

Est. sq. yd.

50,000sq. yd.Unit Price \$ .95 (<sup>ninety-five</sup>  
cents) /sq. yd.

\$0.03/sy Resident Notifications (Three cents)

\$0.05/sy Street Sweeping (Five cents)


**Restorative Seal\***

Est. sq. yd.

20,000 sq. yd.Unit Price \$ 1.35 (<sup>one dollar and</sup>  
~~thirty-five~~ cents) /sq. yd.

\$0.03/sy Resident Notifications (Three cents)

\$0.07/sy Street Sweeping (Seven cents)

Company Name: Corrective Asphalt Materials, LLCSignature: 

Reclamite SY \$0.95/sy

CRF SY \$1.35/sy

Add for resident notification SY \$0.03/sy REC & CRF

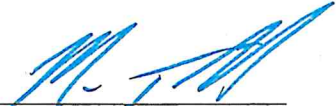
Add for street sweeping SY \$0.05/sy REC \$0.07/sy CRF

### Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES X

NO       

Signature: 

# City of Moberly

## City Council Agenda Summary

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

WS #3.

Department: Public Works

Date: February 22, 2022

**Agenda Item:** Receipt of bids for a Kubota UTV for use by Oakland Cemetery and Street Department.

**Summary:** We received 3 bids for the Kubota UTV. The lowest price was from the federal contract. Attached are the 3 bids that were received.

### Recommended

**Action:** Accept these bids.

**Fund Name:** Cemetery CIP/Street Improvement CIP

**Account Number:** 100.010.5502/601.000.5502

**Available Budget \$:** 9,575.00/9,000.00

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed



Quote Provided By  
FARM & POWER - LAWN & LEISURE,  
INC.  
JASON LEWIS  
1702 BUSINESS LOOP 70 E.  
COLUMBIA, MO 65201  
email: JL10248241@GMAIL.COM  
phone: 5734421139

-- Standard Features --

-- Custom Options --



**Kubota**

V Series

RTV-X1100CWL-A

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model Kubota D1105  
3 Cyl. 68.5 cu in  
+24.8 Gross Eng HP  
75 Amp Alternator

**TRANSMISSION**

VHT-X  
Variable Hydro Transmission  
Forward Speeds:  
Low 0 - 15 mph  
High 0 - 25 mph  
Reverse 0 - 17 mph  
Limited-slip Front Differential  
Rear differential lock

**HYDRAULICS**

Hydrostatic Power Steering  
with manual tilt-feature  
Hydraulic Cargo Dump  
Hydraulic Oil Cooler

**FLUID CAPACITY**

Fuel Tank 7.9 gal  
Cooling 8.3 qts  
Engine Oil 4.3 qts  
Transmission Oil 1.8 gal  
Brake Fluid 0.4 qts

**CARGO BOX**

Width 57.7in  
Length 40.5 in  
Depth 11.2 in  
Load Capacity 1102 lbs  
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

**KEY FEATURES**

Factory Cab w/ A/C, Heater,  
Defroster  
Fully opening roll-down door  
windows  
Digital Multi-meter  
Speedometer  
Pre-wired w/ speakers/antenna for  
stereo  
Front Independent Adjustable  
Suspension  
Rear Independent Adjustable  
Suspension  
Brakes - Front/Rear Wet Disc  
Rear Brake Lights / Front  
Headlights  
2" Hitch Receiver, Front and Rear  
Deluxe 60/40 split bench seats  
with driver's side seat adjustment  
Underseat Storage Compartments  
Deluxe Front Guard  
(radiator guard, bumper, and lens  
guard)

**SAFETY EQUIPMENT**

SAE J2194 & OSHA 1928 ROPS  
Horn  
Dash-mounted Parking Brake  
Spark Arrestor Muffler  
Retractable 2-point Seat Belts

**DIMENSIONS**

Width 63.2 in  
Height 79.5 in  
Length 120.3 in  
Wheelbase 80.5 in  
Tow Capacity 1300 lbs  
Ground Clearance 10.4 in  
Suspension Travel 8 in  
Turning Radius 13.1 ft

Factory Spray-on Bedliner  
"L" Models Only

Bright Alloy Wheels (Silver-  
painted)  
Silver-painted with machined  
surface  
"S" Models only

**TIRES AND WHEELS**

ATV Tire 25 x 10 - 12, 6 ply

RTV-X1100CWL-A Base Price: \$22,349.00

Configured Price: **\$22,349.00**

Sourcewell Discount: (\$4,916.78)

SUBTOTAL: **\$17,432.22**

Dealer Assembly: \$0.00

Freight Cost: \$690.00

PDI: \$400.00

Total Unit Price: \$18,522.22

Quantity Ordered: 1

**Final Sales Price: \$18,522.22**

**Purchase Order Must Reflect  
the Final Sales Price**

To order, place your Purchase Order directly with the quoting  
dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

## CROWN POWER & EQUIPMENT

510 Blees Industrial Drive

Macon, MO 63552

660-395-1066

**"Quote"**

DATE 2/11/22

**CUSTOMER:** Robert

[illegible]

8.6000%

## TAXES

TOTAL WITH TAX

**\$18,900.00**

### Financing Option

Rate

Term

Mth Pymt

**JW Wilson**

573-819-9647

jwilson@crown-power.com

This quote is valid for thirty (30) days from the date above and is subject to any price increase and availability of equipment. We thank you for this opportunity to be of service and trust this proposal will receive your favorable consideration.



# KUBOTA

## RTV-X1100CW Factory A/C Cab Worksite Models

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**  
Model Kubota D1105  
3 Cyl. 68.5 cu in  
+24.8 Gross Eng HP  
75 Amp Alternator

**TRANSMISSION**  
VHT-X  
Variable Hydro Transmission  
Forward Speeds:  
Low 0 - 15 mph  
High 0 - 25 mph  
Reverse 0 - 17 mph  
Limited-slip Front Differential  
Rear differential lock

**HYDRAULICS**  
Hydrostatic Power Steering  
with manual lift-feature  
Hydraulic Cargo Dump  
Hydraulic Oil Cooler

+ Manufacturer Estimate

**FLUID CAPACITY**  
Fuel Tank 7.9 gal  
Cooling 8.3 qts  
Engine Oil 4.3 qts  
Transmission Oil 1.8 gal  
Brake Fluid 0.4 qts

**TIRES AND WHEELS**  
ATV Tire 25 x 10 - 12, 6 ply  
Turf Tire 25 x 12 - 12, 4 ply  
Heavy Duty Worksite 25 x 10 - 12, 6 ply

**DIMENSIONS**  
Width 63.2 in  
Height 81.9 in  
Length 120.3 in  
Wheelbase 80.5 in  
Tow Capacity 1300 lbs.  
Ground Clearance 10.4 in  
Suspension Travel 8 in  
Turning Radius 13.1 ft.

**Factory Spray-on Bedliner**  
"L" Models Only

**Bright Alloy Wheels**  
Silver-painted with machined surface  
"S" Models only

**CARGO BOX**  
Width 57.7 in  
Length 40.5 in  
Depth 11.2 in  
Load Capacity 1102 lbs.  
Vol. Capacity 15.2 cu ft.

**KEY FEATURES**  
Factory Cab w/ A/C, Heater, Defroster  
Fully opening roll-down door windows  
Digital Multi-meter  
Speedometer  
Pre-wired w/ speakers/antenna for stereo  
Front Independent Adjustable Suspension  
Rear Independent Adjustable Suspension  
Brakes - Front/Rear Wet Disc  
Rear Brake Lights / Front Headlights  
2" Hitch Receiver, Front and Rear  
Deluxe 60/40 split bench seats  
with driver's side seat adjustment  
Underseat Storage Compartments  
Deluxe Front Guard  
(radiator guard, bumper, and lens guard)

**SAFETY EQUIPMENT**  
SAE J2194 & OSHA 1928 ROPS  
Horn  
Dash-mounted Parking Brake  
Spark Arrestor Muffler  
Retractable 2-point Seat Belts

ORDER

FACTORY APPROX. SUGGESTED LIST



McCORMICK

Kubota

WS #3.

John A. Hays • Manager

MEYER IMPLEMENT CO.

926 Hwys. 24 & 36 East • Monroe City, MO 63456  
Business: (573) 735-4546 • Home: (573) 735-4314

CITY OF MOBERLY 2-10-2022  
C/O TIM GRIMSLEY  
MOBERLY, MO. 660-651-6878  
TIMB@CITYOFMOBERLY.COM

KUBOTA RTV-X1100CWL-A

3CYL. DIESEL

CAB AC/HEAT

HYDRO, 4WD

POWER STEERING

HYD. DUMP

ATV TIRES -

BED LINER

\$22849<sup>00</sup>

LESS CITY DISCOUNT \$3349<sup>00</sup>

DELIVERED PRICE \$19500<sup>00</sup>

TIM, THIS IS ALL I CAN  
DO, AS KUBOTA GAVE ME NO  
DISCOUNT. Thanks, John A. Hays



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.

Department: Parks and Recreation

Date: February 22, 2022

**Agenda Item:** VFD Controller Equipment for the Athletic Complex Irrigation System

**Summary:** Advertisement was made and one bid received for VFD equipment for the Howard Hills Athletic Complex irrigation system. The bid was received from Central Turf and Irrigation in the amount of \$49,650.00. In addition to the newspaper, staff also sent bid specs to the Moberly Monitor Index, Deltek, Inc., Construct Connect, and Dodge Construction Network.

By updating the current pump station to VFD, it will save on wear and tear on our 40 HP pump, give us constant water pressure in our irrigation lines (same concept as if we were using city water), taking away the danger of water hammer from air in the lines, and set the table so in the future we can run underground irrigation is available so we can zone areas and eliminate the need to run water reels in the future. In the short term, irrigation will be run to the infield of Red 1 prior to MACC's inaugural season. Please note this will come from the 2022/2023 Budget Year and will be budgeted for accordingly.

**Recommended**

**Action:** Direct staff to bring a Resolution to the March 7, 2022 meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input 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"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

## City Accepting Bids

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following project:

### Variable Frequency Drive Pump Station Upgrade

#### Statement of Intent

The City intends to receive bids for a Variable Frequency Drive (VFD) pump station upgrade. Equipment features and materials are as follows and must be WaterTronics or equivalent.

#### Description:

1. UL Listed – Industrial Control Panel
2. 5HP Submersible Motor – 380-460V/3ph
3. Pump, Submersible Turbine, 5 HP
4. Pressure Maintenance Pump Column – 2" Diameter – Carbon Steel
5. Station Disconnect Switch – 100A Fused
6. Variable Frequency Drive, 40HP, 380-480V/3ph
7. Motor Starter – 460-575V/3Ph – 5HP
8. Type 1 – Sigma PLC Logic Controller
9. Power Phase Monitor Protection
10. VirtualVision III – 7" Color LCD Touchscreen
11. Lighted HOA Switch
12. Standard Surge/Lightning Protection
13. Flow Signal Opto Coupler – For Sharing Signal
14. Flow Sensor Opto Isolator
15. Remote Disable Relay – 24 VAC/DC
16. Electrical Enclosure – 75x24x16 STL/WHT Dead Front
17. Control Panel Leg Kit – 6"H x 16"D
18. Operation and Maintenance Manual (English) – Electronic Copy
19. Forced Air Cooling – Fan and Filter
20. Pressure Transducer and Gauge Kit
21. Data Industrial Flow Sensor
22. Low Level Float Assembly
23. WaterVision Cloud – 5 yr. Subscription

See specifications on above materials

#### Submittal of Bids

Bidders shall submit bids to:

**Shannon Hance, City Clerk  
Moberly City Hall  
101 West Reed Street  
Moberly, Missouri, 65270**

Bids will be accepted until 10 a.m. on Friday, February 4, 2022.

Bids shall be submitted in a sealed envelope clearly marked with "Variable Frequency Drive Pump Station Upgrade," the bidders company name, and the date and time for bid opening clearly and legibly marked on the outside.

Bids may not be withdrawn for a period of Sixty (60) days after the date of bid opening without the express written consent of the City.

**Bid Opening**

All bids will be publicly opened and read aloud at 10 a.m. at City Hall on Friday, February 4, 2022.

**Reservation of Rights:** The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Proposal process, to award any Proposal or portion of a Proposal which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

**Questions**

Any and all questions shall be directed to **Jacob Bunten** at [jbunten@cityofmoberly.com](mailto:jbunten@cityofmoberly.com) or **660-263-4966**.

# CENTRAL

TURF & IRRIGATION SUPPLY

## QUOTE

Page 1 of 1

1000 Kathryn St  
Nixa, MO 65714  
Tel. 417-724-9696 Fax 417-724-1717  
www.centraltis.com

<b>CUSTOMER NO.</b>
107981
<b>ORDER NO.</b>
6576803-00
<b>DATE</b>
01/20/22

**BILL TO:** CENTRAL IRRIGATION QUOTE ACCT

**SHIP TO:** CENTRAL IRRIGATION QUOTE ACCT

ELMSFORD, NY 10523

ELMSFORD, NY 10523

REFERENCE / PO	INSTRUCTIONS		SHIP VIA	TERM
CITY OF MOBERLY-R1			PICKUP	AS AGREED
PART NO	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL PRICE
2201071505Q001	WATERTRONICS PUMP CITY OF MOBERLY	42750.00	1	42750.00
680-0000008	WATERVISION CLOUD VERIZON 4G W/ 5YR SUB	6900.00	1	6900.00
-----				
50% DEPOSIT REQUIRED AT TIME OF ORDER				
PRINT NAME:				
SIGNED NAME:				
DELIVERY ADDRESS:				
DELIVERY ADDRESS:				
SITE CONTACT NAME:				
SITE CONTACT PHONE:				
TOTAL				49650.00
INVOICE TOTAL				49650.00

Effective 3/4/21, Due to Current Industry Conditions, Quotes Valid for 14 Days Only.

CENTRAL IRRIGATION SUPPLY WARRANTY INFORMATION: ONLY THOSE PRODUCT WARRANTIES MAY VARY. CENTRAL IRRIGATION SUPPLY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CENTRAL IRRIGATION SUPPLY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND.

**Specifications:****1. UL Listed – Industrial Control Panel**

- a. The station Electrical Control Panel shall be UL listed and meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in UL508A certified panel shop.

**2. 5HP Submersible Motor – 380-460V/3ph**

- a. A 5HP high efficiency submersible motor shall be provided. The motor shall be inverter duty rated, class F windings, and shall be fully sealed with stainless steel splined output shaft.

**3. Pump, Submersible Turbine, 5HP**

- a. A 5HP Submersible Turbine pump shall be provided. The pump shall consist of one or more stages and be designed for maximum performance and efficiency. Bowls shall be made of cast iron or stainless steel. Impellers shall be investment cast stainless steel.

**4. Pressure Maintenance Pump Column – 2" Diameter – Carbon Steel**

- a. A 2 inch diameter pressure maintenance pump column pipe shall be provided. The column pipe shall be fabricated from A53, Grade B schedule 40 Carbon Steel. A butterfly valve and check valve shall be provided on the outlet of the column pipe assembly.

**5. Station Disconnect Switch – 100A Fused**

- a. A 3-pole 100 amp maximum Fused UL listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall applicable NED and UL508A requirements.

**6. Variable Frequency Drive, 40HP, 380-480V/3ph**

- a. A high efficiency industrial grade 40HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.

**7. Motor Starter – 460-575V/3Ph – 5HP**

- a. A 460-575VAC/3Ph – 5HP industrial grade Motor Starter shall be provided. The motor starter shall provide integrated switching, thermal and current overload protection per NEC article 430 safety requirements. The switching contacts shall be rated for a minimum of 200,000 cycles under full load conditions.

**8. Type 1 – Sigma PLC Logic Controller**

- a. The electronic control system shall be an industrial grade PLC with a color touch screen operator interface device and custom programming written specifically for this project. Control logic shall be based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. In addition to diagnostic functionality available through the touchscreen display, the PLC controller shall also have diagnostic LEDs for monitoring status of discrete inputs and outputs. The PLC shall contain RS232 and RS485 communication ports for

monitoring and programming purposes and shall contain an EEPROM, battery backed RAM and non-volatile memory for storage of critical configuration data. The PLC will have a high-speed counter, clock and calendar function with year, month, day, hour, minute, and day of week.

#### **9. Power – Phase Monitor Protection**

- a. An advanced microprocessor-based Power Phase Monitoring system shall be provided to protect the pump system from equipment failure due to power faults occurring on the incoming electrical service to the pump station. The monitor shall actively monitor for phase loss, phase reversal, phase unbalance, under voltage and overvoltage conditions. In the event that one or more of these conditions occur, the Phase Monitor shall signal the PLC logic controller to shut down the pump system preventing damage to pump system components. The phase monitor fault limits and time to trip shall be adjustable. A status LED shall indicate the fault type causing the shutdown event.

#### **10. VirtualVision III – 7" Color LCD Touchscreen**

- a. An industrial grade 7" WVGA (800x480) Wide Color TFT LCD touchscreen user interface display shall be provided featuring: Digital flow (GPM) and pressure (PSI) display, both cumulative and resettable gallons pumped indicators, pump ready/running status with elapsed run time display per pump, flow-based pressure regulation to match discharge pressure with irrigation demand, individual motor overload reporting, minute-by-minute data logging saved to a removable flash RAM card, 32MB card to store approximately 12 months of data, historic and real time X-Y plotting of pump station operation, filter controls, alarm log file, ability to change system parameters such as setpoint pressure, time delays, fertigation graphic and control interface when sold with a WaterTronics (or equivalent) EZ Feed Injection Package. Life of the display shall be 50,000 hours. The display software shall be configured for the pump station features.

#### **11. Lighted HOA Switch**

- a. A lighted switch actuator shall be provided which shall be illuminated GREEN whenever the controlled item is active. One required per switch.

#### **12. Standard Surge/Lightning Protection**

- a. A standard 40kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high-energy solid-state suppression circuitry to effectively protect electrical equipment from severe electrical disturbances. Diagnostic LEDs shall be provided on the provided on the device to indicate operational status of the device when powered.

#### **13. Flow Signal Opto Coupler – For Sharing Signal**

- a. An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.

**14. Flow Sensor Opto Isolator**

- a. An optical isolation device shall be provided for isolating OFF SKID station flow sensor from the control system. The optical isolator shall effectively improve flow signal quality and eliminate interference, ground loops and other signal disturbances from entering station control electronics.

**15. Remote Display Relay – 24VAC/DC**

- a. A 24VAC/DC remote disable relay input shall be provided. The remote display relay shall effectively disable the pump station when the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. If the station is removed from the relay, the station will return to normal operation.

**16. Electrical Enclosure – 75x24x16 STL/WHT Dead Front**

- a. Dead Front heavy duty industrial grade 75Hx24Wx16D UL Listed, NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom build to WaterTronics (or equivalent) specifications specifically for water pumping applications and shall be fabricated of no less than 12GA carbon steel and finished on all inside and outside surfaces in polyester based white powder coat finish for maximum durability. The enclosure shall be provided with heavy duty integral hinges with lift off doors, heavy duty key lockable door handles, continuously welded seams, mechanical interlocks, and drip shield. Electrical controls shall be mounted on internal dead front panels not accessible without unlocking out enclosure doors. The electrical component back panel shall be galvanized steel for superior EMC performance.

**17. Control Panel Leg Kit – 6”H x 16”D**

- a. A 6” high heavy duty control panel leg kit shall be provided. Legs shall be fabricated from 3/8” thick A36 hot rolled steel plate and painted to match the control panel enclosure color. The leg kit shall be designed for a 16” deep enclosure.

**18. Operation & Maintenance Manual (English) – Electronic Copy**

- a. A detailed operation and maintenance manual shall be provided detailing basic system operation, alarms, general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic.

**19. Forced Air Cooling – Fan & Filter****20. Pressure Transducer and Gauge Kit****21. Data Industrial Flow Sensor****22. Low Level Float Assembly****23. WaterVision Cloud – 5 yr. Subscription**

- a. WaterVision Cloud - 4G/LTE CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware, software and 5 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Cloud Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision Cloud enabled pump stations on the same property or multiple properties at any time from a cell phone, tablet, PC or other web based device. The system shall also allow control of the pump station enable/disable and reset of alarms. The communication hardware

will accept up to eight additional CHOICE CARD inputs The WaterVision Cloud system is also expandable through connection of additional WaterVision Cloud enabled pump systems.



## CITY OF MOBERLY

## "BID OPENING"

Date: 2/4/2022, 10 AMCentral Turf & Irrigation  
Supply\$ 49,650

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# City of Moberly

## City Council Agenda Summary

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

WS #5.

Department: Administration

Date: February 22, 2022

**Agenda Item:** Review of Permanent Sewer Easements on Route JJ.

**Summary:** The City of Moberly acquired two properties located adjacent to the golf course which are titled in the city's name. The city sewer project along Route JJ will connect sewer to three permitted facilities and any other residents along the route. The original plan of having the force main along Route JJ in the MODOT ROW was not allowed and an easement of adjoining property owners was required. These two attached easements are on city property and require a designated easement for the force main as depicted in the exhibit.

### Recommended Action

Direct staff to bring to the March 7<sup>th</sup> Council meeting for final approval

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

- 
1.     **Title:** PERMANENT SEWER EASEMENT
  2.     **Date:** \_\_\_\_\_
  3.     **Grantor:** City of Moberly, Missouri
  4.     **Grantee:** City of Moberly, Missouri
  5.     **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
  6.     **Legal Description:**

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 916, PAGE 2633 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 16.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 25.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ AND CONTAINS 3,290 SQUARE FEET.

## PERMANENT SEWER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, City of Moberly, a political subdivision of the State of Missouri, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

*A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 916, PAGE 2633 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*A STRIP OF LAND BEING 16.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 25.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ AND CONTAINS 3,290 SQUARE FEET.*

**TO HAVE AND TO HOLD** the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

**IN WITNESS WHEREOF**, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

#### GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
  )  
COUNTY OF RANDOLPH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me personally known, who by me being duly sworn, did say that she/he is the Mayor of \_\_\_\_\_, a Missouri Corporation and that said instrument was signed by her/his upon authority given her/his by said corporation and acknowledged that she/he executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

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

My commission expires \_\_\_\_\_

## GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
   )  
 COUNTY OF RANDOLPH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

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

My commission expires: \_\_\_\_\_

- 
1.     **Title:** PERMANENT SEWER EASEMENT
  2.     **Date:** \_\_\_\_\_
  3.     **Grantor:** City of Moberly, Missouri
  4.     **Grantee:** City of Moberly, Missouri
  5.     **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
  6.     **Legal Description:**

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 915, PAGE 1239 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 15.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,470 SQUARE FEET.

## PERMANENT SEWER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, City of Moberly, a political subdivision of the State of Missouri, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

*A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 915, PAGE 1239 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*THE NORTH 15.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 15.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,470 SQUARE FEET*

**TO HAVE AND TO HOLD** the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.



4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

**IN WITNESS WHEREOF**, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

City of Moberly, Grantors

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

#### GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
  )  
COUNTY OF RANDOLPH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me personally known, who by me being duly sworn, did say that he is the Mayor of \_\_\_\_\_, a Missouri Corporation and that said instrument was signed by him upon authority given him by said corporation and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

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

My commission expires \_\_\_\_\_

## GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
   )  
 COUNTY OF RANDOLPH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

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

My commission expires: \_\_\_\_\_