

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**December 19, 2022**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. An Ordinance Imposing A Sales Tax At A Rate Of Three Percent On All Tangible Personal Property Retail Sales Of Adult Use Marijuana Sold Within The City Of Moberly, Missouri, Pursuant To Article XIV, Section 2.6(5) Of The Missouri Constitution Subject To The Approval By The Voters Of The City At The General Municipal Election To Be Held On April 4, 2023; Designating The Form Of Ballot; And Directing The City Clerk To Provide Notice Of Said Election.
2. Receipt Of Bids For Asbestos Inspection And Abatement.
3. A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For The Sturgeon & Rollins Water Line Construction Project For Public Utilities.
4. A Resolution Repealing Resolution R826 And Adopting New Hiring And Retention Policies For The Moberly Police Department.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.

Department: Administration

Date: December 19, 2022

**Agenda Item:** An Ordinance Imposing A Sales Tax At A Rate Of Three Percent On All Tangible Personal Property Retail Sales Of Adult Use Marijuana Sold Within The City Of Moberly, Missouri, Pursuant To Article XIV, Section 2.6(5) Of The Missouri Constitution Subject To The Approval By The Voters Of The City At The General Municipal Election To Be Held On April 4, 2023; Designating The Form Of Ballot; And Directing The City Clerk To Provide Notice Of Said Election.

**Summary:** With the passage of Amendment 3, the City of Moberly is allowed to charge up to 3% sales tax on recreational sales of marijuana. This ordinance will authorize the additional sales tax on top of the City's normal sales tax rate for recreational sales of marijuana and authorize a ballot measure to be voted on in April to approve the sales tax..

**Recommended Action:** Direct staff to bring to the January 3<sup>rd</sup> Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" 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			
<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"/>	<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>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ <b>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF MOBERLY, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.**

**WHEREAS**, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

**WHEREAS**, the newly enacted Article XIV, Section 2.6(5) of the Missouri Constitution authorizes the City of Moberly, Missouri to impose, by ordinance, an additional sales tax in an amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in such political subdivision subject to approval by voters of the City of Moberly, Missouri; and

**WHEREAS**, Moberly City Council finds that it is in the best interest of the citizens of the City of Moberly, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Moberly, Missouri and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 4, 2023.

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

**SECTION ONE: Adult Use Marijuana Sales Tax.** A sales tax at the rate of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Moberly, Missouri, as authorized by Article XIV, Section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

**SECTION TWO: Effective Date.** The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the general municipal election to be held on April 4, 2023, at which election a proposal to authorize the City Council of Moberly Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Moberly.

**SECTION THREE: Form of Ballot.** The ballot to be used in such election shall contain the following question:

### Question 1

**Shall the City of Moberly, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Moberly, Missouri?**

\_\_\_ **Yes**

\_\_\_ **No**

**SECTION FOUR: Notice of Election.** The City Clerk is hereby directed to notify the election authority of Randolph County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on January 24, 2023 (the tenth Tuesday prior to the general election), in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

**SECTION FIVE:** This Ordinance shall take effect immediately upon passage by the Moberly City Council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 3rd day of January, 2023.

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

**ATTEST:**

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



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Public Works  
 Date: December 19, 2022

**Agenda Item:** Receipt Of Bids For Asbestos Inspection And Abatement.

**Summary:** We advertised for bids for asbestos testing and removal. The bids were opened on November 30, 2022. Two bids were received and attached is the advertisement, bid sign in sheet, bids and bid comparison sheet.

**Recommended Action:** Bring forward to the January 3, 2023 regular City Council meeting for final approval.

**Fund Name:** Demolition

**Account Number:** 100.005.5418

**Available Budget \$:** (2,634.59)

### 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\_\_\_ **Kyser** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_ \_\_\_

Passed Failed

### Advertisement of Bids

The City of Moberly will receive sealed bids for asbestos inspections and contracted asbestos abatement services for all categories of asbestos containing materials for residential and/or commercial properties in various locations within the City of Moberly and for the calendar year of 2022-23. Asbestos inspectors and abatement contractors must be Missouri-certified and are required to comply with all provisions as required by local city ordinances, the Missouri Department of Natural Resources, and other associated federal agencies. The sealed bids (Inspections are separate from Abatement) must be marked **“ASBESTOS Inspections” for those bids and “ASBESTOS Abatement” for the other bids** and submitted by **10:00 AM on November 30, 2022** to the **City Clerk’s Office** at City Hall. General requirements for these bids may be obtained at the Community Development Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. The City of Moberly reserves the right to accept or reject any or all bids. For more information call (660)269-7638.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
Director of Community Development

**PUBLISH ONE TIME IN THE SATURDAY, NOVEMBER 12, 2022 EDITION**

## Asbestos Inspections / Asbestos Abatement

## CITY OF MOBERLY

## "BID OPENING"

## Sign-In Sheet

Date: 11/30/2022  
10:00 AMNameShannon HanceArt DeckerCompanyCity of MoberlyCity of Moberly

# Asbestos Inspection

WS #2.

## CITY OF MOBERLY

### "BID OPENING"

Date: 11/30/2022  
10:00 AM

ARSI

\$ 85.<sup>00</sup>/hr + \$25.<sup>00</sup>/sample

\$

Wiedeman Dozing

\$ 300/structure

"

\$ 27.50/sample

\$ 100 chain of custody reports

\$

\$

\$

\$

\$

\$

\$

\$



## ENVIRONMENTAL & DEMOLITION CONTRACTORS

P.O. Box 105287, Jefferson City, MO 65110-5287  
573.896.0222 ■ www.arsi-mo.com

Service-Disabled Veteran Enterprise (SDVE)

WS #2.

11/16/2022

City of Moberly  
% Aaron Decker

RE: Quote for Pre-Demolition Asbestos Inspections, City of Moberly 2022-2023.

### Bid Schedule: Asbestos Inspections

Items	Unit Price
Asbestos Inspector	\$85.00/hr portal to portal
Asbestos Sample Lab Analysis	\$25.00/sample layer

1. Performance of a "thorough" asbestos inspection of the areas planned for renovation, per MDNR requirements.
2. Performance of the survey by an MDNR-registered asbestos inspector.
3. Collection and analysis of all bulk samples collected by Polarized Light Microscopy at an independent, NVLAP-accredited laboratory.
4. Submission of the survey results in a report.

Excludes performance of any environmental inspections/assessment other than the asbestos-inspection described above.

See attached city license, certificate of insurance, contractors asbestos license, asbestos inspector license.

This is ARSI's 37<sup>th</sup> year of serving customers with high quality environmental abatement work on challenging projects. We have successfully performed dozens of abatement projects in the Moberly area, and we have the local staff and experience to do so for your projects as well. If you have any questions, contact me at 573-896-0222.

Sincerely,

ARSI, INC.

  
Matthew Roark, General Manager



ARSIINC-01

HBARNETT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

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

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

<b>PRODUCER</b> Brier Payne Meade Insurance 12900 Metcalf Ave Suite 200 Overland Park, KS 66213	<b>CONTACT NAME:</b> Rob Metzler <b>PHONE (A/C, No, Ext):</b> (913) 744-2202 202 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rmetzler@bpminsurance.com																					
<b>INSURED</b> ARSI, Inc dba Asbestos Removal Services Inc 1513 Copper Rd Holts Summit, MO 65043	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A: One Beacon</td><td></td></tr> <tr> <td colspan="2">INSURER B: Ohio Security Insurance Company</td><td>24082</td></tr> <tr> <td colspan="2">INSURER C: Homeland Insurance Company of New York</td><td>34452</td></tr> <tr> <td colspan="2">INSURER D: American Interstate Insurance Company</td><td>31895</td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: One Beacon			INSURER B: Ohio Security Insurance Company		24082	INSURER C: Homeland Insurance Company of New York		34452	INSURER D: American Interstate Insurance Company		31895	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			793009025 0002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per project agg \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS (23) 59650855	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			793009026 0002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCMO3048922022	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PROJECT: DEMOLITION OF STRUCTURE, 421 JEFFERSON AVENUE. MOBERLY, MO  
 CITY OF MOBERLY MO IS LISTED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF MOBERLY MO 101 WEST REED STREET MOBERLY, MO 65270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of

*Moberly!***CITY LICENSE**  
MOBERLY, MISSOURIASBESTOS REMOVAL SERVICES, INC.  
PO BOX 105287  
JEFFERSON CITY MO 65110

License No.	1625
Issue Date	4/18/2022
Expiration	04/30/2023

This certifies that ASBESTOS REMOVAL SERVICES, INC.

having made application for and paid the appropriate fees, has been duly licensed at the Finance Department of the City of Moberly and is hereby entitled to carry on the following trade, pursuit, or occupation:

GENERAL CONTRACTOR

Address: HOLTS SUMMIT MO

Fee: 35.00

*Lynne D. Hodge*  
City Collector

*Brian Crane*  
City Manager

*Shannon Hance*  
City Clerk

RECEIVED

APR 22 2022

A.R.S.I.



**Michael L. Parson**  
Governor

**Kenneth J. Zellers**  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
301 West High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0809  
(573) 751-2387 FAX: (573) 526-9815  
TTD: 800-735-2966 Voice: 800-735-2466  
<http://oa.mo.gov/purchasing>

**Karen S. Boeger**  
Director

March 13, 2022

ARSI, Inc.  
1513 Copper Road  
Holts Summit, MO 65043

EFFECTIVE DATE: 02/15/2022  
EXPIRATION DATE: 02/15/2025

Dear Mr. King:

On behalf of the State of Missouri, I am writing to inform you that your application has been approved to be certified as a Missouri Service Disabled Veteran Enterprise (SDVE). Your business name has been added to the Certified Missouri Service-Disabled Veteran Business Enterprise database located on-line at <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>.

Your business will be eligible to participate in State of Missouri contract opportunities as an SDVE during the period shown above. A notice to apply for Recertification will be sent to the company, via the e-mail provided, at the beginning of the month of the above expiration date. It is the firm's responsibility to ensure that the application for Recertification is submitted to our office in a timely manner.

If you have not already done so, we encourage you to register as a vendor to do business with the State of Missouri, at <https://missouribuy.mo.gov>.

If there is any change in the ownership or control of your firm, you must notify this office immediately. Failure to report any changes to this office or violation of the rules of the Missouri Service-Disabled Veteran Business Enterprise Program may result in the revocation of your certification. All correspondence concerning this certification should be sent to [purchmail@oa.mo.gov](mailto:purchmail@oa.mo.gov).

Thank you for your service to our country.

Sincerely,

Sheri Rowlett  
Senior Program Specialist



Expiration Date: 03/18/2023

Registration Number: 23-03-0825

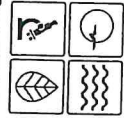
**Missouri State Registration for Asbestos Contractors**

issued by Department of Natural Resources

P.O. Box 176  
Jefferson City, MO 65102  
Phone (573) 751-4817

**ARSL, Inc.**

has successfully completed the requirements for registration as an Asbestos Contractor. This Missouri State registration is subject to review and the director may deny, suspend, or revoke the registration per RSMo, chapter 643.230.

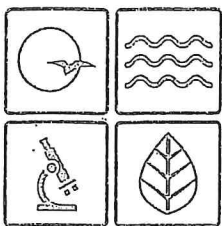


**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

02/22/2022

Date Issued

*Stephen M. Hall*  
Director of Air Pollution Control Program



# MISSOURI DEPARTMENT OF NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

CERTIFICATION NUMBER:  
**7118061422MOIR6862**

THIS CERTIFIES  
**Matthew A Roark**  
HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR  
**Inspector**



July 6, 2022

Matthew A Roark  
266 City View Ln  
Bonnots Mill, MO 65016

APPROVED: **07/06/2022**

TRAINING DATE: **06/14/2022**

EXPIRES: **07/06/2023**

*Stephen M. Hall*  
Director of Air Pollution Control Program

RE: **Missouri Asbestos Occupation Certification Card**

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118061422MOIR6862

Course Training Date: June 14, 2022

Missouri Certification Approval Date: July 06, 2022

Missouri Certification Expiration Date: July 06, 2023

**Note:**

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

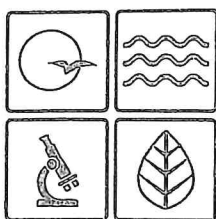
## AIR POLLUTION CONTROL PROGRAM

*Stephen M. Hall*

Director of Air Pollution Control Program







Missouri Department of

dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

March 18, 2022

William R Allen  
3704 Christian Ridge  
Jefferson City, MO 65101

CERTIFICATION NUMBER:

7118030822MOIR11067

THIS CERTIFIES

William R Allen

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

Inspector



APPROVED: 03/21/2022

TRAINING DATE: 03/08/2022

EXPIRES: 03/21/2023

*Stephen M. Hall*  
Director of Air Pollution Control Program

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118030822MOIR11067

Course Training Date: March 08, 2022

Missouri Certification Approval Date: March 21, 2022

Missouri Certification Expiration Date: March 21, 2023

**Note:**

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
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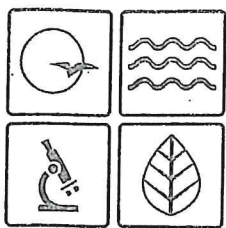
To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

**AIR POLLUTION CONTROL PROGRAM**

*Stephen M. Hall*

Director of Air Pollution Control Program



# MISSOURI DEPARTMENT OF NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

CERTIFICATION NUMBER:  
**7118051222MOIR1531**

THIS CERTIFIES  
**Robert A Anderson**  
HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR  
**Inspector**



June 1, 2022

Robert A Anderson  
711 W Chestnut  
Fulton, MO 65251

APPROVED: **06/01/2022**

TRAINING DATE: **05/12/2022**

EXPIRES: **06/01/2023**

*Stephen M. Hall*  
Director of Air Pollution Control Program

## RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118051222MOIR1531

Course Training Date: May 12, 2022

Missouri Certification Approval Date: June 01, 2022

Missouri Certification Expiration Date: June 01, 2023

### Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
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To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

### AIR POLLUTION CONTROL PROGRAM

*Stephen M. Hall*

Director of Air Pollution Control Program

PO Box 176, Jefferson City

16

65102-0176 • dnr.mo.gov



11/30/22

# Bid Sheet for City of Moberly Asbestos Inspections

Wiedeman Dozing LLC

2269 Shelby 203

Leonard MO 63437

Brian Wiedeman 660-651-5074

David Wiedeman 660-676-2073

Building inspections per structure  
300.00

Lab costs per first layer 27.50  
Lab costs per additional layers 11.00  
OF samples.

Chain of custody reports/shipping  
100.00



CERTIFICATION NUMBER:

7001100622MOIR20322

THIS CERTIFIES

David J Wiedeman

HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR

Inspector



APPROVED: 10/17/2022

EXPIRES: 10/17/2023

TRAINING DATE: 10/06/2022

Director of Air Pollution Control Program



# ~~Asbestos Inspection~~ / Asbestos Abatement

CITY OF MOBERLY

"BID OPENING"

Date: 11/30/2022  
10:00AM

ARSI - Floor tile on wood \$ 3.50 / SF

"  
Transite Exterior Siding \$ 3.50 / SF

"  
Misc. \$ 71.00 / hr

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

Wiedeman Dozing \$ \_\_\_\_\_

" Floor Tile on wood \$ 3.00 / SF

" Transite Siding \$ 3.50 / SF

" Misc. \$ 5.50 / SF

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

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

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

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

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



## ENVIRONMENTAL & DEMOLITION CONTRACTORS

P.O. Box 105287, Jefferson City, MO 65110-5287  
573.896.0222 ■ www.arsi-mo.com

Service-Disabled Veteran Enterprise (SDVE)

WS #2.

11/16/2022

City of Moberly  
% Aaron Decker

RE: Quote for Pre-Demolition Asbestos Removal, City of Moberly 2022-2023.

### Bid Schedule: Asbestos Containing Building Material

Items	Unit Price
Removal of floor tile on wood	\$ 3.50/sqft
Removal of floor tile with black mastic	\$ 5.00/sqft
Removal of vinyl flooring covering	\$ 15.00/sqft
Removal of TSI (friable insulation)	\$25.00/lb
Removal of transite exterior siding	\$ 3.50/sqft
Miscellaneous Asbestos Material Removal	\$71.00/hr
Miscellaneous Asbestos Materials, other related expenses, and sub-contractors	15% mark-up
Miscellaneous Asbestos Removal Equipment	See attached rate sheet

1. Compliance with EPA, OSHA & MDNR regulations concerning asbestos removal.
2. Use of MDNR-accredited workers and supervisors for all phases of the work.
3. Use of OSHA-required fall protection equipment for the siding removal work, so that the work areas can be accessed safely. Supply scaffolding and/or man lifts, as needed, to perform the work.
4. Isolation of interior work areas and use of HEPA-filtered exhaust fans during abatement.
5. Wet removal, proper packaging, labeling and disposal of the ACM at a DNR-approved sanitary landfill.
6. General liability insurance that specifically covers asbestos abatement operation. Workers compensation and commercial auto insurance are also included.

See attached city license, certificate of insurance, contractors asbestos license, asbestos inspector license.

**EXCLUSIONS & CLARIFICATIONS.** Excludes the cost of third-party air monitoring (if required). Also excludes performance of any work or removal of any asbestos-containing material other than those described above.

This is ARSI's 37<sup>th</sup> year of serving customers with high quality environmental abatement work on challenging projects. We have successfully performed dozens of abatement projects in the Moberly area, and we have the local staff and experience to do so for your projects as well. If you have any questions, contact me at 573-896-0222.

Sincerely,

ARSI, INC.

  
Matthew Roark, General Manager

# BID SHEET

Bids Due by 9:00AM on August 30, 2022 November 30 2022

Type of Common ACM Materials	BID
Floor tile on wood	price per sq. ft.
Floor tile Mastic	price per sq. ft.
Sheet floor covering	price per sq. ft.
TSI (friable insulation)	price per linear ft.
Transite siding	price per sq. ft.
Miscellaneous (as applicable)	price
Note: Transite siding, floor tile and TSI (friable insulation) materials are the most commonly removed materials.	

Contractor's Name

ARSI, Inc

Contractor's Address

Po Box 105287, Jefferson City Mo 65110

Contractor's Phone #

573-896-0222

Signature

John W. J. Matthew Boock  
General Manager



## ARSI EQUIPMENT USAGE RATES

EQUIPMENT	Daily Rate	Weekly Rate	Per Project Rate
HEPA Exhaust Fans	\$25	\$20	
HEPA Vacuum	\$20	\$15	
Decon Shower Unit			\$50
Airless Sprayer			\$50
Water Filter System			\$30
Full Face Powered Air Purifying Respirator	\$20	\$15	
Air Monitoring Equip	\$20	\$15	
Mobile Decon Trailer	\$75	\$50	
Pneumatic Spud Hose	\$30	\$25	
Infra-Red Vinyl Asbestos Tile Machine	\$50	\$40	
Hi-Pressure Washer (3,000 psi)	\$20	\$15	
Gas Powered Portable Electric Generator	\$50	\$40	
Piranha Flooring Demolition Machine	\$100	\$90	
Vehicle Usage	\$50	\$40	
Vehicle Mileage	\$3.50	per mile	
<b>TOTAL</b>			

Equipment Rates Revised 9/05



ARSIINC-01

HBARNETT

WS #2.

DATE (MM/DD/YYYY)

1/3/2022

## CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> Brier Payne Meade Insurance 12900 Metcalf Ave Suite 200 Overland Park, KS 66213	<b>CONTACT NAME:</b> Rob Metzler	
	<b>PHONE (A/C, No, Ext):</b> (913) 744-2202 202	<b>FAX (A/C, No):</b>
<b>INSURED</b>  ARSI, Inc dba Asbestos Removal Services Inc 1513 Copper Rd Holts Summit, MO 65043	<b>E-MAIL ADDRESS:</b> rmetzler@bpminsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> One Beacon	
	<b>INSURER B:</b> Ohio Security Insurance Company	
	<b>INSURER C:</b> Homeland Insurance Company of New York	
	<b>INSURER D:</b> American Interstate Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			793009025 0002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Per project agg \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS (23) 59650855	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			793009026 0002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	AVWCMO3048922022	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROJECT: DEMOLITION OF STRUCTURE, 421 JEFFERSON AVENUE. MOBERLY, MO  
CITY OF MOBERLY MO IS LISTED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rob Metzler

CITY OF MOBERLY MO  
101 WEST REED STREET  
MOBERLY, MO 65270

City of

*Moberly!***CITY LICENSE**  
MOBERLY, MISSOURIASBESTOS REMOVAL SERVICES, INC.  
PO BOX 105287  
JEFFERSON CITY MO 65110License No. 1625  
Issue Date 4/18/2022  
Expiration 04/30/2023

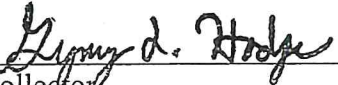
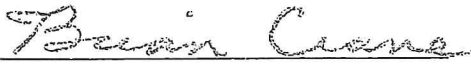
This certifies that ASBESTOS REMOVAL SERVICES, INC.

having made application for and paid the appropriate fees, has been duly licensed at the Finance Department of the City of Moberly and is hereby entitled to carry on the following trade, pursuit, or occupation:

GENERAL CONTRACTOR

Address: HOLTS SUMMIT MO

Fee: 35.00

  
City Collector  
City Manager  
City Clerk

RECEIVED

APR 22 2022

A.R.S.I.





**Michael L. Parson**  
Governor

**Kenneth J. Zellers**  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
301 West High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0809  
(573) 751-2387 FAX: (573) 526-9815  
TTD: 800-735-2966 Voice: 800-735-2466  
<http://oa.mo.gov/purchasing>

**Karen S. Boeger**  
Director

March 13, 2022

ARSI, Inc.  
1513 Copper Road  
Holts Summit, MO 65043

EFFECTIVE DATE: 02/15/2022  
EXPIRATION DATE: 02/15/2025

Dear Mr. King:

On behalf of the State of Missouri, I am writing to inform you that your application has been approved to be certified as a Missouri Service Disabled Veteran Enterprise (SDVE). Your business name has been added to the Certified Missouri Service-Disabled Veteran Business Enterprise database located on-line at <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>.

Your business will be eligible to participate in State of Missouri contract opportunities as an SDVE during the period shown above. A notice to apply for Recertification will be sent to the company, via the e-mail provided, at the beginning of the month of the above expiration date. It is the firm's responsibility to ensure that the application for Recertification is submitted to our office in a timely manner.

If you have not already done so, we encourage you to register as a vendor to do business with the State of Missouri, at <https://missouribuy.mo.gov>.

If there is any change in the ownership or control of your firm, you must notify this office immediately. Failure to report any changes to this office or violation of the rules of the Missouri Service-Disabled Veteran Business Enterprise Program may result in the revocation of your certification. All correspondence concerning this certification should be sent to [purchmail@oa.mo.gov](mailto:purchmail@oa.mo.gov).

Thank you for your service to our country.

Sincerely,

Sheri Rowlett  
Senior Program Specialist

Expiration Date: 03/18/2023

Registration Number: 23-03-0825

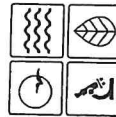
**Missouri State Registration for Asbestos Contractors**

issued by Department of Natural Resources

P.O. Box 176  
Jefferson City, MO 65102  
Phone (573) 751-4817

**ARSI, Inc.**

has successfully completed the requirements for registration as an Asbestos Contractor. This Missouri State registration is subject to review and the director may deny, suspend, or revoke the registration per RSMo, chapter 643.230.



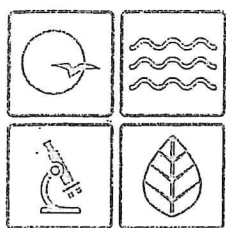
**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

02/22/2022

Date Issued

Director of Air Pollution Control Program





# MISSOURI DEPARTMENT OF NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

CERTIFICATION NUMBER:  
**7118061422MOIR6862**

THIS CERTIFIES  
**Matthew A Roark**  
HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR  
**Inspector**



July 6, 2022

Matthew A Roark  
266 City View Ln  
Bonnets Mill, MO 65016

APPROVED: **07/06/2022**

TRAINING DATE: **06/14/2022**

EXPIRES: **07/06/2023**

*Stephen M. Hall*  
Director of Air Pollution Control Program

## RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118061422MOIR6862

Course Training Date: June 14, 2022

Missouri Certification Approval Date: July 06, 2022

Missouri Certification Expiration Date: July 06, 2023

### Note:

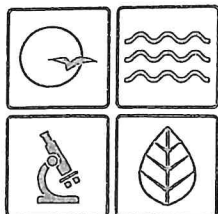
- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

## AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program



Missouri Department of dnr.mo.gov

**NATURAL RESOURCES**

Michael L. Parson, Governor

March 18, 2022

William R Allen  
3704 Christian Ridge  
Jefferson City, MO 65101

CERTIFICATION NUMBER:

**7118030822MOIR11067**

THIS CERTIFIES

**William R Allen**

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

**Inspector**



APPROVED: **03/21/2022**

TRAINING DATE: **03/08/2022**

EXPIRES: **03/21/2023**

*Stephen M. Hall*  
Director of Air Pollution Control Program

RE: **Missouri Asbestos Occupation Certification Card**

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118030822MOIR11067

Course Training Date: March 08, 2022

Missouri Certification Approval Date: March 21, 2022

Missouri Certification Expiration Date: March 21, 2023

**Note:**

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
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To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

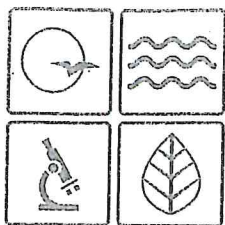
If you have any questions please call the Air Pollution Control Program at 573-751-4817.

**AIR POLLUTION CONTROL PROGRAM**

*Stephen M. Hall*

Director of Air Pollution Control Program





# MISSOURI DEPARTMENT OF NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

CERTIFICATION NUMBER:

**7118051222MOIR1531**

THIS CERTIFIES

**Robert A Anderson**

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

**Inspector**



June 1, 2022

Robert A Anderson  
711 W Chestnut  
Fulton, MO 65251

APPROVED: **06/01/2022**

TRAINING DATE: **05/12/2022**

EXPIRES: **06/01/2023**

*Stephen M. Hall*  
Director of Air Pollution Control Program

## RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118051222MOIR1531

Course Training Date: May 12, 2022

Missouri Certification Approval Date: June 01, 2022

Missouri Certification Expiration Date: June 01, 2023

### Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements; and*
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements.*
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
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To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

## AIR POLLUTION CONTROL PROGRAM

*Stephen M. Hall*

Director of Air Pollution Control Program

PO Box 176, Jefferson City 65102-0176 • dnr.mo.gov



# CITY OF MURBET BID SHEET

Type of Common ACM Materials	BID
Floor tile on wood	price per sq. ft. 3.00
Floor tile Mastic	price per sq. ft. 3.00
Sheet floor covering	price per sq. ft. 3.00
TSI (friable insulation)	price per linear ft. 25.00
Transite siding	price per sq. ft. 3.50
Miscellaneous (as applicable)	price 5.50 sq ft.
Note: Transite siding, floor tile and TSI (friable insulation) materials are the most commonly removed materials.	

Contractor's Name

WIEDERMAN DOZING LLC.

Contractor's Address

2269 SHELBY 203 LEONARD MD. 63451

Contractor's Phone #

660-651-5074 / 660-676-2073

Signature

David Wiedeman



CERTIFICATION NUMBER  
7001020322MOSR20322  
THIS CERTIFIES  
David J Wiedeman  
HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR  
Supervisor

TRAINING DATE 02/03/2022

APPROVED 03/08/2022

EXPIRES 02/03/2023

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #3.

Department: Public Utilities

Date: December 19, 2022

**Agenda Item:** A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For The Sturgeon & Rollins Water Line Construction Project For Public Utilities.

**Summary:** The Public Utilities Department has received bids for the Sturgeon & Rollins Water Line Construction Project that was approved as one of six projects included within an EDA grant. This project is part of an ongoing water line replacement initiative identified within the Jacobs Water System Model Update of 2018 and includes approximately 245' of 6" water main and 5,340' of 16" PVC water main. This will replace legacy cast iron mains along each street. The quote selected is the \$1,454,475.00 from Willis Bros Co. The original construction cost estimate was \$1,606,000. Bids received ranged from this lowest bid of \$1,454,475 to a high bid of \$1,993,875. Costs were managed by separating surface restoration from the piping contract in order to bid separately during an overall street overlay project to take advantage of cost efficiencies. Project funding is from an EDA Grant of approximately \$1.28 M with an approximate match from Moberly of \$690,000. (Keep in mind that this amount covers street paving as well.) EDA has approved the bid for award.

### Recommended

**Action:** Direct staff to offer a resolution at the next council meeting

**Fund Name:** Capital Improvement Plan

**Account Number:** 301.112.5412

**Available Budget \$:** To be secured from capital reserve

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 checked="" type="checkbox"/> Contract	M___ S___ <b>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Map</u>		Passed	Failed



## Preliminary Engineering Report

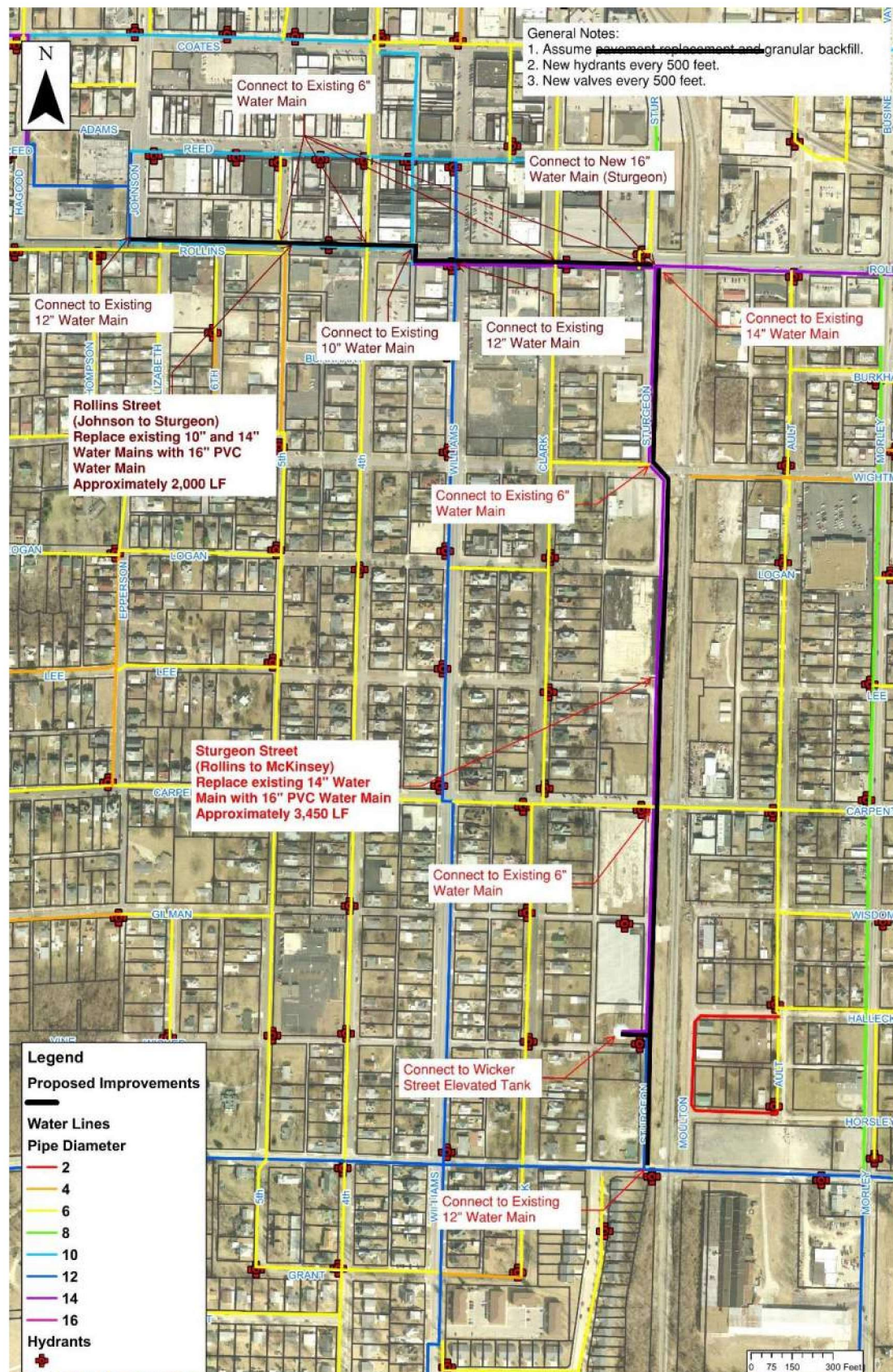


Figure 3-2 Sturgeon and Rollins Water Main Replacements

August 17, 2020

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Willis Bros., Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

STURGEON AND ROLLINS WATER MAIN REPLACEMENT

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: STURGEON AND ROLLINS WATER MAIN REPLACEMENT

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form:

STURGEON AND ROLLINS WATER MAIN REPLACEMENT					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBLIZATION	1	LS	\$54,000.00	\$54,000.00
2	6" PVC WATER MAIN	245	LF	\$155.00	\$37,975.00
3	16" PVC WATER MAIN	5340	LF	\$150.00	\$801,000.00
4	1" SERVICE - SHORT	12	LF	\$3,500.00	\$42,000.00
5	1" SERVICE - LONG	4	LF	\$4,200.00	\$16,800.00
6	2" SERVICE - SHORT	4	LF	\$4,000.00	\$16,000.00
7	2" SERVICE - LONG	1	LF	\$5,500.00	\$5,500.00
8	6" GATE VALVE & BOX	14	LF	\$2,800.00	\$39,200.00
9	8" GATE VALVE & BOX	1	LF	\$4,000.00	\$4,000.00
10	10" GATE VALVE & BOX	1	LF	\$4,500.00	\$4,500.00
11	12" GATE VALVE & BOX	2	EA	\$5,000.00	\$10,000.00
12	14" GATE VALVE & BOX	1	EA	\$12,000.00	\$12,000.00
13	16" GATE VALVE & BOX	18	EA	\$11,000.00	\$198,000.00

STURGEON AND ROLLINS WATER MAIN REPLACEMENT					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
14	HYDRANT ASSEMBLY	9	EA	\$6,500.00	\$58,500.00
15	TIE INS	1	LS	\$155,000.00	\$155,000.00
TOTAL PRICE BASE BID (Use Figures)					\$1,454,475.00

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
    - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
    - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).



2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

### ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - E. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance Bond
  - 3. Payment Bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Drawings with each sheet bearing the following general title: Sturgeon and Rollins Water Main Replacement, City of Moberly, Missouri
  - 8. Addenda (numbers 1 to 1, inclusive)
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed
    - b. CONTRACTOR's Bid
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award
  - 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments
    - b. Work Change Directives
    - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.



## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

- 11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be

provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

STURGEON AND ROLLINS WATER MAIN REPLACEMENT  
CITY OF MOBERLY, MISSOURI

WS #3.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

\_\_\_\_\_  
Mayor

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

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

APPROVED AS TO FORM:

[CORPORATE SEAL]

\_\_\_\_\_  
City Counselor

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_



United States Department of Commerce  
Economic Development Administration  
Denver Regional Office  
1244 Speer Boulevard, Suite 431  
Denver, Colorado 80204

WS #3.

Date: November 22, 2022

In reply refer to:  
Award No. 05-79-06034

Jerry Jeffrey  
Mayor, City of Moberly  
101 West Reed  
Moberly, MO 65270

Re: Infrastructure Improvements  
Bid Award Approval

Dear Mayor Jeffrey:

The Economic Development Administration (EDA) has reviewed the bid award documentation, which you submitted for construction of the City of Moberly Sturgeons and Rollins Water Main Replacement Project. We concur with your proposed award of a contract to the following bidder:

<u>CONTRACTOR</u>	<u>TYPE OF WORK</u>	<u>AMOUNT</u>
Willis Bros, Inc.	Utility Work	\$1,454,745

To obtain EDA approval of the executed contract documents, please submit one copy of the following:

1. A copy of the Executed Documents Checklist. This checklist is located on the Post-Approval Tool.
2. All documents furnished to the bidder, prior to the receipt of bids, including all addenda issues upon which the bids were based, if not previously submitted.
3. A copy of the executed contract or agreement between the grantee and the contractor, with all necessary blanks completed.
4. A copy of the performance and payment bonds for the contractor, dated the same, or not prior to the date of the contract, and supported by a properly signed power of attorney issued by the Surety.
5. A copy of the Certificate of Insurance which the contractor must carry, in conformance with the contract requirements.
6. An executed copy of the Certificate Regarding Lobbying, from the contractor, as required by Section 1352, Title 31, of the U.S. Code, if not previously submitted.

7. A copy of the Recipient's Notification of Award of Prime Contracts letter to the Director, Office of Federal Contract Compliance Programs (OFCCP), in response to the requirements of E.O. 11246 and 41 CFR Chapter 60.

WS #3.

Once construction has started, the contractor and subcontractors are required to submit weekly payroll reports. The payroll reports may be submitted on the U.S. Department of Labor Standard Form WH-347 or on the contractor's own form provided the form contains all of the information required on the Form WH-347. In addition, a "Statement of Compliance" will need to be submitted with each payroll. Although copies of the payrolls do not need to be submitted to this office, you must retain a copy of each payroll for a period of three (3) years and submit copies to this office upon request.

If you have any questions, please contact me at (720) 390-9029

Sincerely,

**Katherine Travers**

Digitally signed by Katherine  
Travers  
Date: 2022.11.23 11:05:07 -07'00'

Katherine Travers, PE  
Project Engineer

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** December 19, 2022

**Agenda Item:** Resolution approving changes to the City of Moberly Housing Assistance Program.

**Summary:** Resolution R826 dated August 5, 2019, established the Moberly Housing Assistance Program for commissioned police officers and communication officers to receive up to 300.00 dollars for housing/utility assistance to help retain and recruit both officers and dispatchers to the Moberly Police Department. Competition for police and dispatch employees have increased substantially, both from other agencies and private sector employers. The current resolution does not provide for new officers or dispatchers that reside in Randolph County but outside the city limits of Moberly to receive the housing assistance. Request Resolution R826 be repealed, and new hiring and retention policies be adopted to allow these employees to become eligible to receive the monthly housing assistance of 250.00 dollars beginning January 1, 2023 and increase the housing/utility assistance for Commissioned officers and Communication Officers residing within the city limits of Moberly from 300.00 to 450.00 dollars beginning January 1, 2023. Current employees living in Randolph County but outside the city limits of Moberly are not eligible for this increase. Newly hired Commissioned Police Officers are eligible for academy tuition reimbursement upon accepting and executing a Police Officer letter of agreement which includes the Police Early Separation form repayment agreement.

**Recommended Action:** Direct staff to bring to the January 3<sup>rd</sup> Council meeting for final approval.

**Fund Name:** General Fund

**Account Number:** 100.007.5108 and 400.000.5108

**Available Budget \$:** \$79,200.00 and \$16,800.00

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"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</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 REPEALING RESOLUTION R826 AND ADOPTING NEW HIRING AND RETENTION POLICIES FOR THE MOBERLY POLICE DEPARTMENT.**

**WHEREAS**, the City Council believes that in order to retain and recruit police officers and communications officers to the city police department steps must be taken in addition to offering existing pay and benefits; and

**WHEREAS**, the city council passed Resolution No. R-826 on August 5, 2019, authorizing the Housing Assistance Program which included a housing stipend and utility stipend for certain qualified Commissioned Police Officers (“CPOs”) and Civilian Communications Officers (“CCOs”); and

**WHEREAS**, the City Council desires to change the Housing Assistance Program for CPOs and CCOs and provide for tuition reimbursement for newly hired police cadets as follows:

**HOUSING AND UTILITY ASSISTANCE FOR COMMISSIONED POLICE OFFICERS AND CIVILIAN COMMUNICATIONS OFFICERS**

Eligible Employees

- CPOs and CCOs who reside in Moberly, Missouri will receive a housing and utility assistance stipend of \$450.00 per month beginning January 1, 2023.
- CPOs and CCOs who reside in Randolph County, Missouri will receive a housing and utility assistance stipend of \$250 per month beginning January 1, 2023.

Tuition Reimbursement

Newly hired CPOs are eligible for academy tuition reimbursement upon accepting and executing a Letter of Agreement (attached) which set forth the terms of the reimbursement policy.

Payment of Stipend

Monthly stipend payments shall be included in the employee’s paycheck on the second pay period of each month. The stipend payment shall be treated as income. Employees shall notify the Chief of Police within thirty (30) days if they no longer qualify for a stipend payment.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby repeals R826 and approves the revised Housing and Utility Assistance program tuition reimbursement program as outlined herein and authorizes the City Manager to begin immediate implementation of said program. In addition, the City Council directs that the Housing Assistance program approved



herein be included in the City of Moberly Personnel Policies and Procedures Manual, 2019 Revision.

**RESOLVED** this 19<sup>th</sup> day of December, 2022, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, City Clerk

BILL NO. \_\_\_\_

RESOLUTION NO. \_\_\_\_

**A RESOLUTION REPEALING RESOLUTION R826 AND ADOPTING NEW HIRING AND RETENTION POLICIES FOR THE MOBERLY POLICE DEPARTMENT.**

**WHEREAS**, the City Council believes that in order to retain and recruit police officers and communications officers to the city police department steps must be taken in addition to offering existing pay and benefits; and

**WHEREAS**, the City Council passed Resolution No. R-826 on August 5, 2019, authorizing the Housing Assistance Program which included a housing stipend and utility stipend for certain qualified Commissioned Police Officers (“CPOs”) and Civilian Communications Officers (“CCOs”); and

**WHEREAS**, the City Council desires to change the Housing Assistance Program for CPOs and CCOs and provide for tuition reimbursement for newly hired police cadets as follows:

**HOUSING AND UTILITY ASSISTANCE FOR COMMISSIONED POLICE OFFICERS AND CIVILIAN COMMUNICATIONS OFFICERS**

Eligible Employees

- CPOs who reside in Moberly, Missouri will receive a housing and utility assistance stipend of \$450.00 per month beginning January 1, 2023.
- CPOs who reside in Randolph County, Missouri and all CCOs will receive a housing and utility assistance stipend of \$300 per month beginning January 1, 2023.

Tuition Reimbursement

Newly hired CPOs are eligible for academy tuition reimbursement upon accepting and executing a Letter of Agreement (attached) which set forth the terms of the reimbursement policy.

Payment of Stipend

Monthly stipend payments shall be included in the employee’s paycheck on the second pay period of each month. The stipend payment shall be treated as income. Employees shall notify the Chief of Police within thirty (30) days if they no longer qualify for a stipend payment.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby repeals Resolution R826 and approves the revised Housing and Utility Assistance program tuition reimbursement program as outlined herein and authorizes the City Manager to begin immediate implementation of said program. In addition, the City Council directs that the Housing Assistance program

approved herein be included in the City of Moberly Personnel Policies and Procedures Manual, 2019 Revision.

**RESOLVED** this 3rd day of January, 2022, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, MRCC, City Clerk



## Letter of Agreement (Police Officer)

This letter serves as an agreement between you and the Moberly Police Department for your employment. It is understood that employment is based upon successful graduation from a Missouri POST approved 600 hour or greater Basic Law Enforcement Training Program and passage of the Missouri POST test. You also understand that a one-year introductory period must be successfully completed after graduation from the Basic Law Enforcement Program to maintain employment with this agency.

In consideration of your employment, the City of Moberly agrees to furnish you with field training (16 to 20 weeks), duty equipment and uniforms. Costs associated with your Basic Law Enforcement Training will be reimbursed to you by the Moberly Police Department. This shall include costs associated with your tuition, uniforms, ammunition, and any miscellaneous expenses as deemed necessary and approved by the Moberly Police Department. You must submit paid invoices or bills for your academy expenses before any reimbursement is made.

In consideration of said training, you hereby agree that in the event you voluntarily resign or you are dismissed for good cause from service of the Moberly Police Department prior to the expiration of a 36 month period from your date of hire, \_\_\_\_\_, you will reimburse the Moberly Police Department for the costs associated of said training (not including salary) upon termination of employment. (Police Early Separation Form) The repayment amount, if applicable, of the associated training costs will be determined on a prorated monthly basis with the employee responsible for only the remaining portion of the 36-month period which began after the date of hire. I hereby consent to withholding from any pay or salary owed to me any and all reimbursement owed to the City of Moberly under this agreement.

By signing below, you agree to abide by the terms of this agreement and to be bound by this agreement which I have signed below on behalf of the City of Moberly, thereby binding the City to this agreement.

---

Chief of Police

---

Date



Conditional Employee (Printed)

---

Conditional Employee (Signature)

---

Date

# Moberly Police Department Early Separation Repayment Agreement

## Employee Name:

Per the Letter of Agreement, early separation requires repayment of training, uniform, and equipment expenses associated with your Basic Law Enforcement Training and your field training. Repayment costs are calculated on a prorated monthly basis, with you being responsible for the remaining portion of the 36-month period, which began on the date of hire.

---

Cost of Tuition:

Cost of Equipment/Training:

**Total Reimbursable Cost:**

Divided by 36 mos- Monthly Rate=

---

Date of Hire:

Date of Separation:

Number of months completed of 36 required:

Number of months remaining:

Number of months remaining x monthly rate= **Total Due**

**This amount is due in full no later than 30 days after your date of separation.**

**That date will be \_\_\_\_\_.**

I understand and agree to the terms of this repayment agreement.



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

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

Witnessed by: \_\_\_\_\_

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