

A G E N D A
WORK SESSION
City of Moberly
December 02, 2019
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Review and accept bids for Firefighters physicals.
2. Receipt of bids for Rt. M Phase 2 Construction.
3. Review of Budget Amendments for the Health Trust Assessments.
4. Discussion of changing the name of KWIX and Pig n Bun Roads.
5. Agreement for KWIX Rd. and Pig n Bun Rd. sidewalk project.
6. Amend agreement with Dave Kinder on the property on E. McKinsey.

7. Review of Proposal from Moberly Chamber of Commerce for the 2020 Tourism Budget.
8. State Block Grant Agreement approving the funding of Project 19-034A-1.
9. An Ordinance Calling an Election in the City of Moberly, Missouri
10. Update on ESP Water Meter, Software, Water Plant, and Wastewater Treatment Facility Project
11. Appointment to the University of Missouri Extension Council

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Fire
 Date: December 2, 2019

WS #1.

Agenda Item: Review and accept bids for Firefighters physicals.

Summary: The Moberly Fire Department has been working on improving firefighter fitness. To enhance this program we were able to obtain two vendors who provide onsite physicals that meet OSHA and NFPA standards.

Recommended

Action: Direct staff to bring to the December 16th council meeting for final approval.

Fund Name: Firefighters Physicals

Account Number: 100.008.5415

Available Budget \$: \$10,500.00

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

Chief George Albert
Moberly Fire Department
310 North Clark Street
Moberly, MO 65270

July 15, 2019

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 50,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 50,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face, and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and can exceed the NFPA 1582 standard.

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day, and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 13 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year round access.

What happens after the testing when you have a medical question? With SiteMed, you have year round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

John Chattin,
Business Development

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Vision – Snellen (distance) screening
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG – 12-lead resting electrocardiogram

\$395 per person

B. Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

Additional \$10 per person

C. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / studies. Details on pages 5 & 6.

SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
 Cholesterol, Total
 HDL-High Density Lipoprotein Cholesterol
 LDL-Low Density Lipoprotein Cholesterol
 VLDL-Very Low Density Lipoprotein Cholesterol
 Cholesterol / HDL-Cholesterol
 Estimated Coronary Heart Disease Risk

**Urinalysis (sent out to lab, not dipstick)
 (Screens for Bladder & Kidney Cancers)**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)

Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during phase I and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
DOT Medical Cards	\$35 per person
Vision – Titmus color blindness, visual acuity & depth perception	\$18 per person
Cumulative Stress Evaluation	\$20 per person
Tuberculosis Skin Screening (minimum number required)*	\$25 per person
Hepatitis B Antibody Screening (Blood Test)	\$27 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$55 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$75 per vaccine
Hepatitis A Vaccine – 2-dose series	\$95 per vaccine
Hepatitis B Vaccine – 3-dose series	\$85 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$65 per vaccine
Measles, Mumps, Rubella Vaccine	\$85 per vaccine
Varicella Vaccine	\$150 per vaccine
Influenza Vaccine – requires pre-booking	\$35 per vaccine
Blood typing (ABO grouping & Rho-D)	\$17 per person
HIV Screening (Blood Test)	\$25 per person
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	\$15 per person
Hemoglobin A1C – Diabetes screen	\$40 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	\$150 per person
Blood and Urine Collection at LabCorp Facility	\$20 per person
<u>Testing for 40 years old and over:</u>	
NMR Particle Test Determines the # of High & Low Chol Particles	\$45 per person
Coronary Calcium Scoring* not available at all locations Used to detect hidden heart disease	\$160 per person
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – males; screens for Prostate cancer	\$25 per person

AGREEMENT

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Since this department does not meet our minimum requirement for on-site, these exams are to be done in conjunction with another fire department in the area.

Phase I (Blood draw) days	1 day, up to 4 hours
Phase II (Testing) days	2 days, up to 4 hours each day

Medical and Fitness Component

Minimum number of exams	25 @ \$405 each = \$10,125
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Optional Services = None

TOTAL	= \$10,125
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Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of \$20 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: **25% to be invoiced after Phase I is completed**

75% to be invoiced after Phase II is completed

ON-SITE FIREFIGHTER PHYSICALS

AGREEMENT

This agreement made and entered this **date** _____ **of** _____, **2019** between **SiteMed** and **Moberly Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Moberly Fire Department – Representative

Date

SiteMed – Representative

Date

REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197 spersell@cjcfpd.org
- **St. Joseph Fire Department (MO)** – Chief Mike Dalsing – 816-387-6070 mdalsing@stjoemo.org
- **Jefferson City Fire Department (MO)** – Chief Matt Schofield – 573-634-6404 mschofield@jeffcitymo.org
- **Rolla Fire & Rescue Department (MO)** – Chief Ron Smith – 573-308-4052 rsmith@rollacity.org
- **Atlanta Fire Rescue Department (GA)** – Deputy Chief Chad Jones – 404-546-2744 ccjones@atlantaga.gov
- **Marietta Fire Department (GA)** – Commander George McKeehan – 770-794-5470 gmckeehan@mariettaga.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434-6667 racree@ci.smyrna.ga.us
- **Columbus Fire Department (GA)** – Chief Tim Smith – 706-329-8478 tsmith@columbusga.org
- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833 kennedyd@mtnbrook.org
- **Pelham Fire Department (AL)** – Chief Brian Cleveland – 205-249-0372 bcleveland@pelhamonline.com



Professional Health Services, Inc.

83 S. Eagle Road ♦ Havertown, PA 19083 ♦ (610) 853-1330 ♦ Fax: (610) 446-4195

Prepared For:

George Albert
Moberly Fire Department
Moberly, MO
August 18, 2019

Prepared By:

Michael Kleinman
Phone: (800) 833-3005 Ext. 111
E-mail: mkleinman@phsmobile.com

Program Specifications

Number of Test Locations	1	Days Required on Site	2.00
Approximate Number of Employees	25	Exams Scheduled/Day	24
Number of Technicians Required	3	Flow Rate	1/20 minutes
Number of Physicians Required	1		

Daily Equipment, Labor, & Administration Charges

	<u>Unit Cost</u>	<u>Setup/Days</u>	<u>Total Cost</u>
Program Setup Charge Per Test Site	\$500.00	1	\$500.00
Daily Equipment Usage Charge	\$ 3,000.00	2.00	\$6,000.00
Daily Labor Charge (3 Technicians)	\$1,200.00	2.00	\$2,400.00
Daily Labor Charge (Physician)	\$ 1,400.00	2.00	\$2,800.00
Technician Overtime Rate (3 Technicians)	\$225.00	0.00	\$0.00
Nurse Practitioner Overtime Rate	\$200.00	0.00	\$0.00

Projected: Equipment, Labor, & Administration Charges \$11,700.00

Exam Element Charges

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Health Risk Appraisal Questionnaire - with comparison reporting	0	\$12.00	\$0.00
Work & Medical History (Comprehensive)	25	\$3.00	\$75.00
PA Chest X-Ray	0	\$21.00	\$0.00
X-Ray Comparative Reading (Abnormal X-Rays)		\$15.00	
Pulmonary Function Profile	25	\$0.00	\$0.00
Audiometric Examination	25	\$0.00	\$0.00
Visual Acuity with Peripheral	25	\$0.00	\$0.00
Cardiogram, resting	25	\$8.00	\$200.00
Blood Pressure/Height/Weight/BMI	25	\$0.00	\$0.00
Chem 23/CO2/CBD/Urinalysis Test #: 240927	25	\$20.00	\$500.00
Physical Examination	25	\$0.00	\$0.00
Fire Fighter Clearance - Respirator/PPE #4714E	25	\$0.00	\$0.00
Fire Fighter Clearance # 4714F- Fitness For Duty	25	\$0.00	\$0.00
Colo-Rectal Stool Screen	0	\$3.00	\$0.00
Data Processing & Record Management Fees	25	\$0.00	\$0.00

Estimated: Exam Element Charges \$775.00

Estimated: Total Program Cost \$12,475.00

Average: Cost Per Employee Exam \$499.00

Proposal Cont:

Reports Included No Additional Charge Quantity

For Individual Employees c/o Site Contact:

Individual Employee Reports with cover letter in confidential envelop 1 Set
with Comparative Personal Wellness Profile Report and Wellness Guide

For Fire Chief or Site Contact:

Master Summary Reports include:
Audiometric Summary Report
Participation Summary Report, without clinical data, Pass/Fail for clearances
One set of Medical Clearance Statements

For Medical Professional:

Master Summary Reports, to include:
Current Year Summary Report
Audiometric Summary Report
Pulmonary Function Summary Report
Participation Summary Report
Physical Exam Summary Report
Respirator Clearance Summary Report

Data Management Fees

Data Management of Patient Information Includes:
Storage of Medical Information & X-Rays
Copying and mailing an x-ray on a request basis
Copying and mailing an employee report on a request basis

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works WS #2.
 Date: December 2, 2019

Agenda Item: Receipt of bids for Rt. M Phase 2 Construction.

Summary: Advertisement was done for the construction, bids were opened on November 21, 2019 at 10:30am. Two (2) bids were received from S & A Equipment & Builders and Rhad A. Baker Construction. Staff recommends S & A Equipment & Builders with the low bid for the total base bid.

Attached are the bids.

Recommended Action: Direct staff to bring forward to the regular City Council meeting on December 16, 2019 for final approval.

Fund Name: Transportation Trust - Rt. M

Account Number: 600.168.5409

Available Budget \$: 19657.88

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

BID DAY TAB

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVEMENTS - PROJECT NO. TAP-4500(209)
 OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 21, 2019 @ 10:30 AM LOCAL TIME
 Location: East & West Project # 019254.008

#	Bidder	Total Base Bid	Alternate Bid Items				Total	Addendum (Y/N)	Bond (Y/N)
			Add Alternate A	Subtotal	Add Alternate B	Subtotal			
1	Grant Amount								
2	Engineer's Estimate	\$69,090.00	\$15,000.00	\$84,090.00	\$15,000.00	\$99,090.00	N/A	N/A	
3	S + A Equipment + Builders	79,583.06	45,684.36	125,267.42	16,124.03	141,391.45	Y	Y	
4	Rhoad A Baker	81,535.00	10,000		6,000	87,535.00	Y	Y	
5									
6									
7									
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9									
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12									
13									
14									
15									

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, Public Works, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

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All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

NOTICE TO CONTRACTORS

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20th, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves construction of abutments for a prefabricated pedestrian bridge. The contractor will be required to construct abutments as designed by the bridge manufacturer which will be paid for by the bid items as noted in the project manual and plans. Add alternates for the installation of rectangular rapid flashing beacons, radar activated speed limits warning signs and crosswalk striping are also included in the bid for this project. The project will consist of concrete pavement work, tie in grading, seeding, and erosion control. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The 2019 version of the following shall apply:

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: December 19, 2019

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

S + A Equipment + Builders LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 20th day of Nov 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Ryan Arrowood

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

RYAN Arrowood owner

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

WS #2.

Proposal of S+A Equipment + Builders LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of MO doing business
as a individual to the City of Moberly, Missouri.
(a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge & Crosswalk Signals Improvements Project
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party
thereto certifies as to its own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID
with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each
consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11-11-2019

No. _____, dated _____

No. _____, dated _____

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
Base Bid					
608-60.04	Concrete Sidewalk, 4 in.	19	SY	251 ²⁵	54,784 ²⁵
608-40.23	Sidewalk Hand-Railing	48	LF	127 ⁵⁵	6,127 ²⁰
616-99.01	Traffic Control	1	LS	5,374 ⁴⁷	5,374 ⁴⁷
618-10.00	Mobilization	1	LS	4,366 ⁹³	4,366 ⁹³
627-40.00	Contractor Furnished Surveying and Staking	1	LS	6,710 ⁶⁴	6,710 ⁶⁴
703-99.01	Pedestrian Bridge Abutment Concrete	12	CY	2,247 ²²	26,964 ²⁰
703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1,500	LB	3 ²⁰	5,550 ²⁰
703-99.03	Pedestrian Bridge Abutment Aggregate Base	4	CY	571 ³⁷	2,285 ⁵²
703-99.04	Aggregate Backfill	2	CY	969 ⁴⁸	1,939 ⁹⁶
703-99.05	Installation of Prefabricated Pedestrian Bridge	1	LS	10,778 ¹⁶	10,778 ¹⁶
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	47,028 ⁴³	4,702 ⁴⁴
Base Bid Total					79,583 ⁹⁴
Add Alternate A					
616-99.01	Radar Activated Speed Limit Warning Sign	2	EA	22,842 ³⁷	45,684 ¹⁶
Base Bid + Add Alt A					125,268 ¹⁰
Add Alternate B					
903-99.01	Rectangular Rapid Flashing Light Bars	1	LS	16,124 ⁰³	16,124 ⁰³
Base Bid + Add Alt A & B					141,392 ¹³
Add Alternate C					
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	49	LF	13 ⁴⁴	658 ⁵⁶
Base Bid + Add Alt A + Add Alt B + Add Alt C					142,051 ²³

BID TOTAL

\$ 79,583⁹⁴
 (figures)

Seventy-Nine Thousand Five Hundred Eighty-Three Dollars and
 Ninety-Four Cents
 (words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

S + A Equipment + Builders LLC
Name (Corporation), LLC, Partnership, Individual)

[Signature] 11/20/19
Authorized Signature Date

owner Po Box 937, FULTON, MO 65251
Title Address

20-4099920 573 220 3653 FULTON, MO 65251
FEIN Phone No. City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we
S & A Equipment & Builders, LLC

as principal and National American Insurance Company
as surety, are held and firmly bound unto the City of Moberly in the penal sum
of Five Percent (5%) of Amount Bid Dollars (\$ 5% of amount bid) to be
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this
December 17th, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway
Construction.

S & A Equipment & Builders, LLC
Principal

SEAL

By [Signature]
Signature

National American Insurance Company
Surety

SEAL

By [Signature] David S. Salavitch
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in
the state of Missouri.

Revised 9-20-2017

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

WS #2.

Number: CBB0056726

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 17th day of December 2019



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

_____ as principal and _____ as surety, are held and firmly bound unto the City of Moberly in the penal sum of _____ Dollars (\$) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

SEAL

Principal
By _____
Signature

SEAL

Surety
By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 9% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

9 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Lined area for providing details on good faith efforts to obtain DBE participation.

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the _____ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is _____ and the email address for submittal is _____. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1. Schrimpf Landscaping 2820 Brush Creek Ct Jefferson City, MO 65109	805-10.00A	$\$35,000^{**} \times .1 = \$3,500^{**}$	100%	$3,500 \times 100\% = \$3,500$	$3,500 / 79,583^{**} = 4.3\%$
		Total 3,500 ^{**}		Total \$3,500	Total 4.3%
2. Keith Contracting 1906 Old Hwy 40 Columbia, MO 65202	616-99.01	$4,000 \times 1 = 4,000$	100%	$4,000 \times 100\% = 4,000$	$4,000 / 79,583^{**} = 5\%$
		Total 4,000		Total \$4,000	Total 5%
3.					
		Total		Total	Total
4.					
		Total		Total	Total
Total DBE Participation		\$7,500		\$7,500	9.3%

** Cannot exceed contract amount for given item of work.

DBE Submittal

WS #2.

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services Trucks are leased from non-DBE source				Only Include Fees for Trucking Services	
Brokered Services				Only Include Fees for Brokered Services	
Totals (Page 1)		\$7,500		\$7,500	9.3%
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation		\$7,500		\$7,500	9.3%

** Cannot exceed contract amount for given item of work.

Company: StA Equipment + Builders Date: 11-21-2019
 By: Milo Henny Title: Estimator

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, Public Works, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

NOTICE TO CONTRACTORS

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20th, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes:

The proposed work involves construction of abutments for a prefabricated pedestrian bridge. The contractor will be required to construct abutments as designed by the bridge manufacturer which will be paid for by the bid items as noted in the project manual and plans. Add alternates for the installation of rectangular rapid flashing beacons, radar activated speed limits warning signs and crosswalk striping are also included in the bid for this project. The project will consist of concrete pavement work, tie in grading, seeding, and erosion control. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

(3) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: As noted in the JSPs

(4) LIQUIDATED DAMAGES: The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Rhoda A. Baker Construction LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual LLC partnership joint venture
- corporation, incorporated under laws of state of _____

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name


Executed by bidder this 21st day of November 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-CONCLUSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Rhoad Baker

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

Proposal of Rhoda Baker Construction LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Missouri doing business as a LLC to the City of Moberly, Missouri.
(a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge & Crosswalk Signals Improvements Project
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11/11/19

No. _____, dated _____

No. _____, dated _____

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
Base Bid					
608-60.04	Concrete Sidewalk, 4 in.	19	SY	265.00	5,035.00
608-40.23	Sidewalk Hand-Railing	48	LF	75.00	3,600.00
616-99.01	Traffic Control	1	LS	2,000.00	2,000.00
618-10.00	Mobilization	1	LS	25,000.00	25,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	2,000.00	2,000.00
703-99.01	Pedestrian Bridge Abutment Concrete	12	CY	700.00	8,400.00
703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1,500	LB	4.00	6,000.00
703-99.03	Pedestrian Bridge Abutment Aggregate Base	4	CY	3,000.00	12,000.00
703-99.04	Aggregate Backfill	2	CY	1,000.00	2,000.00
703-99.05	Installation of Prefabricated Pedestrian Bridge	1	LS	15,000.00	15,000.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	5,000.00	500.00
Base Bid Total					\$ 81,535.00
Add Alternate A					
616-99.01	Radar Activated Speed Limit Warning Sign	2	EA	5,000.00	10,000.00
Base Bid + Add Alt A					
Add Alternate B					
903-99.01	Rectangular Rapid Flashing Light Bars	1	LS	6,000.00	6,000.00
Base Bid + Add Alt A & B					
Add Alternate C					
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	49	LF	30.00	1,470.00
Base Bid + Add Alt A + Add Alt B + Add Alt C					99,005.00

BID TOTAL \$ 99,005.00
(figures)

ninety nine thousand, five dollars and
00/100
(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

Rhad A. Baker Construction LLC
Name (Corporation, LLC, Partnership, Individual)

[Signature] 11/21/19
Authorized Signature Date

Managing Member 4851 Cord 219
Title Address

20-4501223 573-489-6470 Fulton MO 65251
FEIN Phone No. City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)

BID BOND

Great Midwest Insurance Company

CONTRACTOR:*(Name, legal status and address)*

Rhad A. Baker Construction, LLC
 4851 County Road 219
 Fulton, MO. 65251

OWNER:*(Name, legal status and address)*

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

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

Great Midwest Insurance Company
 800 Gessner Suite 600
 Houston TX 77024

BOND AMOUNT: Five (5%) of the amount of bid**PROJECT:***(Name, location or address, and Project number, if any)*

Pedestrian Bridge Abutment and Sidewalk Construction Project
 Project # TAP-4500(209)

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

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

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

Signed and sealed this 21st day of November, 2019.

Rhad A. Baker Construction, LLC

[Signature]
(Witness)

[Signature]
(Principal) (Seal)
Managing Member
(Title)

Great Midwest Insurance Company

[Signature]
(Witness)

[Signature]
(Surety) Attorney in Fact Katherine D. Morin (Seal)
(Title)

POWER OF ATTORNEY
Great Midwest Insurance Company GM-201177

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Katherine D. Morin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Four Million dollars (\$4,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.

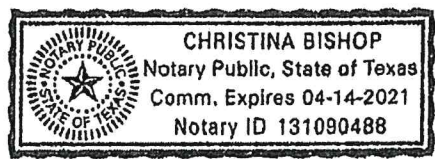


GREAT MIDWEST INSURANCE COMPANY

BY Peter B. Smith
Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of November, 2019.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Finance
 Date: December 2, 2019

WS #3.

Agenda Item: Review of Budget Amendments for the Health Trust Assessments.

Summary: Currently, the city’s health trust fund is at a lower than expected fund balance. From 2014-2019, the city reallocated roughly \$220,000 from the health trust fund back into to the various departments operational budgets. Now, with the need for additional revenues in the health trust fund, staff is recommending the amendment of the current budget in the amount of \$220,000 as detailed in the attached additional assessment sheet. Furthermore, staff is recommending increasing the city contribution rate to the health trust fund starting January 1, 2019 by \$82,000 as detailed in the assessment sheet to cover the increased health insurance contribution from January 1, 2020 to June 30, 2020. This will bolster the health trust fund through a one-time infusion of \$220,000 and an ongoing monthly increase of the city contribution to the plan. The detail of the amended budget items is also included in the attachment. To cover the cost of the transfer and keep the budget balanced. These savings were reviewed and recommended by each department.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

**City of Moberly
Health Trust Additional Assessment
Fiscal Year 2019-2020**

	Number of Employees/ Retirees	Number of Dependent Plans	One-time cash infusion	Employee coverage - additional \$100 per employee x 6 months	Family coverage - additional \$60 per employee x 6 months	Total City cost this department
GENERAL FUND						
100.001.5103	2	1	5,324.00	1,200.00	360.00	6,884.00
100.002.5103	2		2,310.00	1,200.00		3,510.00
100.003.5103	2	2	4,158.00	1,200.00	720.00	6,078.00
100.004.5103	1		1,166.00	600.00		1,766.00
100.005.5103	5	3	9,680.00	3,000.00	1,080.00	13,760.00
100.006.5103	2		2,310.00	1,200.00		3,510.00
100.007.5103	26	10	56,276.00	15,600.00	3,600.00	75,476.00
100.008.5103	26	8	37,070.00	15,600.00	2,880.00	55,550.00
100.009.5103	10	5	17,314.00	6,000.00	1,800.00	25,114.00
100.013.5103	10		11,770.00	6,000.00		17,770.00
GENERAL FUND TOTAL						209,418.00
SOLID WASTE FUND						
110.033.5103	1		1,078.00	600.00		1,678.00
SOLID WASTE FUND TOTAL						1,678.00
PARKS & RECREATION FUND						
115.040.5103	1		1,144.00	600.00		1,744.00
115.041.5103	5	1	6,622.00	3,000.00	360.00	9,982.00
115.044.5103	3	1	5,522.00	1,800.00	360.00	7,682.00
115.048.5103	1	1	2,068.00	600.00	360.00	3,028.00
PARKS & RECREATION FUND TOTAL						22,436.00
PUBLIC UTILITIES OPERATING FUND						
301.110.5103	6	4	9,702.00	3,600.00	1,440.00	14,742.00
301.112.5103	13	3	15,576.00	7,800.00	1,080.00	24,456.00
301.113.5103	6	2	8,734.00	3,600.00	720.00	13,054.00
301.114.5103	5	5	10,384.00	3,000.00	1,800.00	15,184.00
301.115.5103	1	1	2,090.00	600.00	360.00	3,050.00
PUBLIC UTILITIES OPERATING FUND TOTAL						70,486.00
9-1-1 EMERGENCY TELEPHONE FUND						
400.000.5103	9	2	9,702.00	5,400.00	720.00	15,822.00
9-1-1 EMERGENCY TELEPHONE FUND TOTAL						15,822.00
TOTALS			220,000.00	82,200.00	17,640.00	319,840.00

City of Moberly
Health Trust Additional Assessment
Schedule of Budget Amendments

WS #3

Account number	Description	Amount needed	Original budget	Amended budget	Savings	Comment
GENERAL FUND		209,418.00				
100.001.5100-5106	Personnel costs		231,273.08	186,138.29	45,134.79	75% of M. Boots salary + fringe
100.005.5502	Capital Improvement Plan		30,000.00	2,300.00	27,700.00	
100.007.5100-5106	Personnel costs				10,000.00	Police academy reimbursements
100.007.5100-5106	Personnel costs		1,872,184.72	1,806,708.72	65,476.00	Expected vacant patrolman positions
100.008.5100-5106	Personnel costs		1,465,530.27	1,443,143.90	22,386.38	6 months short 1 employee
100.008.5100-5106	Personnel costs				12,830.00	Emergency Management Grant assistance for G. Albert salary + fringe
100.008.5505	Grant Match Funds		28,035.00	7,644.17	20,390.83	
100.011.5209	Electricity & Gas		11,000.00	5,500.00	5,500.00	Savings generated from solar panels
GENERAL FUND TOTAL					209,418.00	
SOLID WASTE FUND		1,678.00				
110.033.5305	Land Maintenance		10,000.00	9,322.00	678.00	
110.033.5806	Miscellaneous		1,000.00	0.00	1,000.00	
SOLID WASTE FUND TOTAL					1,678.00	
PARKS & RECREATION FUND		22,436.00				
115.041.5502	Capital Improvement Plan		24,000.00	1,564.00	22,436.00	Eliminate purchase of truck
PARKS & RECREATION FUND TOTAL					22,436.00	
PUBLIC UTILITIES OPERATING FUND		70,486.00				
301.112.5502	Capital Improvement Plan		233,584.00	203,584.00	30,000.00	Eliminate purchase of dump truck
301.114.5106	Overtime		15,000.00	11,000.00	4,000.00	Less overtime required due to new CSO sampling regulations
301.114.5502	Capital Improvement Plan		250,000.00	200,000.00	50,000.00	Eliminate replacement purchase of plant control equipment
PUBLIC UTILITIES OPERATING FUND TOTAL					84,000.00	
9-1-1 EMERGENCY TELEPHONE FUND		15,822.00				
400.000.5100-5106	Personnel costs		413,643.52	397,097.78	16,545.74	Vacant dispatcher positions expected in 2019-2020
9-1-1 EMERGENCY TELEPHONE FUND TOTAL					16,545.74	
GRAND TOTALS		319,840.00			334,077.74	

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: December 2, 2019

WS #4.

Agenda Item: Discussion of changing the name of KWIX and Pig n Bun Roads.

Summary: A group (S.O.S.) is working to raise funds to construct a sidewalk along the North side of KWIX and Pig-N-Bun roads. KWIX Road was named for the Shepherd-family-owned radio station and Pig-N-Bun Road was named for the restaurant that was formerly located on the street. Much of the property on both sides of KWIX Road is owned by the Shepherd Family Trust, long-time supporters of the community. Dan & David Shepherd have agreed to donate \$10,000 each towards the project and request that these roads be renamed to Shepherd Boulevard to retain the Shepherd family connection to the area. None of the Pig-N-Bun owners family remain in the Moberly area. They have been contacted by the S.O.S. group and agree with the road name change, their only request being that they be given the Pig-N-Bun street sign.

Recommended Action: Direct staff to bring forward to the December 16, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Lots
- South Ridge Lot Line

WS #4.

Notes



1 in. = 361ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION TO PUBLISH A PROPOSED STREET NAME CHANGE PURSUANT TO SECTION 36-40 OF THE MOBERLY CITY CODE.

WHEREAS, the city council hereby deems it necessary to change the names of KWIX Road from Quail Haven to S. Morley and Pig-N-Bun Road from S. Morley to the railroad tracks to Shepherd's Boulevard; and

WHEREAS, pursuant Section 36-40 of the City Code this Resolution must be published at least one week in a local newspaper and after such publication resident property owners along those described portions of KWIX Road and Pig-N-Bun Road have four (4) weeks to file with the City Clerk their written protest against such a street name change; and

WHEREAS, the City Clerk is hereby directed to publish this Resolution in daily paper printed and published in Moberly, Missouri for a period of one week.

NOW, THEREFORE, BE IT RESOLVED that the Moberly, Missouri, City Council hereby provides notice of the proposed street name change and the necessity of publishing said notice.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works WS #5.
 Date: December 2, 2019

Agenda Item: Agreement for KWIX Rd. and Pig n Bun Rd. sidewalk project.

Summary: The City has agreed to participate in the cost if the group raises at least half of the necessary funds. These roads are narrow and there are many students that walk the area daily throughout the school year. We are hopeful that you understand the benefit of this sidewalk and support this much needed safety improvement. This agreement is to between Shepherd Family, NEMO and the City of Moberly for funding the sidewalk project between Quail Haven on KWIX Rd. and the railroad tracks on Pig n Bun Rd.

Attached is a map.

Recommended Action: Direct staff to bring forward to the December 16, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Lots
- South Ridge Lot Line

WS #5.

Notes



1 in. = 361ft.

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



47

COOPERATIVE AGREEMENT FOR SIDEWALK CONSTRUCTION

STREET NAME CHANGE

THIS COOPERATIVE AGREEMENT FOR SIDEWALK CONSTRUCTION AND STREET NAME CHANGE (this "Agreement") is made and entered into as of the ____ day of _____ 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); the Northern Missouri Community Foundation, a Missouri nonprofit corporation, (hereinafter "NOMO") and the Evelyn M. Shepherd Family Partnership, L.P., a Missouri Limited Partnership, ("Shepherd").

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. The City and Shepherd desire to construct a sidewalk on the north side of KWIX Road from Quail Haven to S. Morley and along the north side of Pig-N-Bun road from S. Morley to the railroad tracks.

C. Shepherd (and other community partners) have donated funds to NOMO which combined with City funds will be enough to complete the sidewalk construction. NOMO agrees to pass the donated funds, in the amount of Thirty Thousand Dollars (\$30,000.00) along to the city to offset sidewalk construction costs.

D. In exchange for its participation in the raising of funds for the sidewalk construction Shepherd desires to rename KWIX Road and Pig-N-Bun Road as Shepherd's Boulevard provided the process for changing a street name provided for by City Code is successfully completed.

AGREEMENT

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

1. The Project. The City agrees to complete the installation of a sidewalk on the north side of KWIX Road from Quail Haven to S. Morley, and along the north side of Pig-N-Bun Road from S. Morley to the railroad tracks upon the donation of \$30,000.00 from NOMO to the City. The sidewalk will be constructed according standards established by the City. The City will manage all aspects of the construction project. The City's participation in this project is contingent upon the contribution from NOMO.

2. Street Name Change. Shepherd’s participation in this project is contingent upon the City renaming KWIX Road and Pig-N-Bun Road as Shepherd’s Boulevard. The City Code provides for changing the name of existing roads at Section 36-40. The process for changing a street name begins with the city council passing a Resolution to change the name and publishing that Resolution for one week in a local paper. If within four (4) weeks after publication the majority of residents along the street have not objected, the City Council may adopt the name change by Ordinance. The City will initiate the name change process at its December 2, 2019 Regular Council meeting.

3. The Contribution. NOMO is actively accepting contributions for the sidewalk project from various community partners. NOMO will be obligated to pass those contributions along to the City upon the City adopting an Ordinance granting the street name change to Shepherd’s Boulevard. Shepherd agrees to donate Twenty Thousand Dollars (\$20,000.00) to NOMO for the sidewalk construction project.

5. Transfer or Assignment. This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

6. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to Shepherd or NOMO or any successor, assign, heir or personal representative of Shepherd or NOMO in respect of any suit, claim, or cause of action arising out of this Agreement and Shepherd and NOMO hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to or the successors, assigns, heirs or personal representatives of Shepard or NOMO in the event of any default or breach by any party under this Agreement.

7. Default/Remedies. If the street name change Ordinance is not passed by the City or if Shepherd does not make its \$20,000.00 contribution to NOMO or if NOMO fails to make its \$30,000.00 pass through payment to the City then this Agreement shall be terminated and no party hereto will be obligated to perform any of the duties described herein.

8. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City: City of Moberly
 101 West Reed Street – City Hall
 Moberly, Missouri 65270
 Attn: City Manager

If to the Shepherd:

If to NOMO:

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

9. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

10. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Sheperd or NOMO or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

11. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

12. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Owners, the City, and their respective successors and permitted assigns.

13. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

14. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City, Sheperd and NOMO have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
Mayor

ATTEST:

By: _____
D.K. Galloway, City Clerk

Evelyn M. Shepherd Family Partnership, L.P.

By: _____

Northern Missouri Community Foundation

By: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: December 2, 2019

WS #6.

Agenda Item: Amend agreement with Dave Kinder on the property on E. McKinsey.

Summary: Attached is a letter from David Kinder and a diagram of the proposed screened in area. This letter covers his expense total for the facility demolition/clean-up and this plans for the remaining wall and roof beams. As mentioned, he is proposing to build out a wing wall on the existing block wall as an anchor, and tying into it with an 8' screened wall to surround the remaining concrete slab. This would virtually eliminate the wall in question from sight. He intends to fill in the window openings with metal panels and paint the inside of the wall and panels a neutral color. He can have this work completed early spring. This area is proposed to be utilized as RV & Boat open storage.

The roof to go back over the metal beams to make covered open storage for his materials can only be completed when we lift the condemnation so that he can get a loan to complete that work. He has made significant progress and his plans would screen the wall completely and provide a viable use for the slab area.

Staff recommends lifting the condemnation as the structure that was causing the condemnation has been removed, approving the plan to retain the wall and amending the agreement to allow for the proposal. He would still have to go to the Board of Adjustment for the 8' fence. Staff would also recommend retaining \$5,000 of the \$35,000 reimbursement until the fence and roof is completed.

Recommended

Action: Direct staff to bring to the December 16, 2019 Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

KINDER MACHINE LLC

November 19, 2019

Tom Sanders
City of Moberly

Mr. Sanders,

Per our contract with the City of Moberly, we will be reimbursed by the City for 50% of the cost of demolition, not to exceed \$35,000. Upon request, we can provide the City with documentation that we have exceeded \$113,000.

We feel we have fulfilled our obligation to demolish the former Toastmaster building except for the west wall that parallels the railroad track and the steel rafters that are still remaining on the south end of the building.

With your permission, we would like to retain these remaining structures for the purpose of number one, using the west wall for a sound barrier and number two, the south structure which we would cover with metal to potentially be used to store our steel inventory that we typically leave outside.

Our intention is to build an 8' fence along the north and east side of the main concrete floor and tie into the wall and use as part of the perimeter. The fence on the north will have a gate wide enough to drive through in preparation for RV storage. We plan to fill the windows in the existing wall with metal panels painted a neutral color, same as the wall. The wall will not be visible due to the screened fencing. We feel we can accomplish this within one year after the demolition reimbursement.

Regards,



David Kinder
JKKJ 923 S Morley Properties, LLC

100 East Carpenter St
Moberly, MO 65270
USA

PHONE (660)263-3112
FAX (660)263-6400
EMAIL david@kindermachine.com



- GREEN IS EXISTING WALL TO BE REPAIRED & PAINTED NEUTRAL COLOR
- ▣ ORANGE IS PROPOSED 8' SCREENED FENCE TO ENCLOSE CONCRETE SLAB FOR RV STORAGE LOT. WALL WOULD NOT BE VISIBLE.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager WS #7.
 Date: December 2, 2019

Agenda Item: Review of Proposal from Moberly Chamber of Commerce for the 2020 Tourism Budget.

Summary:

Attached is the Chamber’s proposal for the 2020 Tourism Budget. We have decreased the consultant contract for 2020 to \$5000. The Chamber will determine the need for the Consultant and use as needed on an hourly basis.

We have also increased our advertising budget. This is crucial to the development of our Tourism product. We can’t continue to market and promote on a shoe-string budget. We will only be successful in our efforts if we have additional money to spend marketing. Our MDT grant did increase this year to \$7500 which also will help our dollars go further. Attached is a plan for the 2020 Tourism Advertising dollars. These funds will be used to promote events and attractions as well as to create a printable visitors guide. The new visitors guide will be a condensed version of the 2016 version. Tourism marketing experts recommend printing the visitors guide annually in order to include the information Tourists want each year. Our marketing plan also allows for radio and print advertising in addition to the social media ads. The Marketing Plan is still very heavy on social media advertising so that we can easily track engagement and see ROI on our advertising investment.

Recommended

Action: Direct staff to bring to the December 16th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

CITY OF MOBERLY
TOURISM PROMOTION SERVICES AGREEMENT

The City of Moberly (“City”) and the Moberly Chamber of Commerce (“Chamber”), referred to collectively as the “Parties,” enter into the following Agreement for Tourism Promotion services:

I. Scope: The Chamber shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Chamber shall annually provide to the City a marketing and work plan, setting forth its goals and objectives for successful tourism promotion. The Chamber shall contract for services of a professional destination consulting services to conduct a Tourism Strategic Plan for the City of Moberly as attached to this agreement.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2020 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay the Chamber an amount of \$90,000 annually. These funds may be paid monthly in an amount equal to \$7,500 per month.

The Chamber shall submit periodic billing statements detailing activities and services performed by the Chamber specifically promoting tourism in the City of Moberly including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment within 30 days. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the Chamber of its obligations under this Agreement.

The Chamber shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Chamber represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Chamber and its personnel are independent contractors and not employees of the City. The Chamber and its personnel have no authority to bind the City or to control the City’s employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub consultants of the Chamber. The Chamber will be solely

and entirely responsible for its acts and for the acts of the Chamber's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.

As an independent contractor, the Chamber is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the Chamber or its personnel. As an independent contractor, the Chamber is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due to the Chamber.

V. Indemnification: The Chamber shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

The provisions of this section shall survive the expiration or termination of this Agreement.

VI. Insurance: Prior to and during the performance of the work covered by this Agreement, the Chamber shall make available, upon request from the Director of Finance for the City, the evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage. In the event the Chamber organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, the Chamber shall also provide evidence, upon request from the City, that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as additional insured and a copy of the appropriate additional insured endorsement shall be provided to the City's Director of Finance. The Director of Finance shall be provided thirty (30) days written notice of any cancellation of said insurance.

VII. General Conditions:

A. Reports and Information: The Chamber shall attend all quarterly Moberly Tourism Commission meetings and provide a report on activities for the previous quarter. The Chamber shall furnish monthly reports and documents on matters covered by this Agreement to the City Council. The reports and documents shall be furnished in the time and form requested. Such reports and

documents shall include: list of all tourism activities conducted on behalf of the City, special events sponsored by the Chamber, the estimated number of tourists and/or persons traveling to the destination, and the estimated number of lodging stays generated per tourism-related event.

B. Work Performed at the Chamber's Risk: The Chamber shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Chambers own risk, and the Chamber shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

C. Place of Work: The Chamber shall perform the work authorized under this Agreement at its offices in Moberly, Missouri or at the offsite office of an independent contractor. Any necessary meetings with the City staff shall take place at the City's offices, or at locations mutually agreed upon by the parties.

D. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

E. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

F. Modification: This Agreement may only be modified by written instrument signed by both Parties.

G. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

ADDRESS:
City of Moberly
Attn: City Clerk
101 West Reed Street
Moberly, MO 65270

ADDRESS:
Moberly Chamber of Commerce
Attn: Executive Director
211 West Reed Street
Moberly, MO 65270

H. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

I. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

J. Compliance with Laws: The Chamber shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

K. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Missouri. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Randolph County District Court.

L. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

M. Assignment: Any assignment of this agreement by the Chamber without the written consent of the City shall be void.

VIII. Nondiscrimination: The Chamber shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability, except for employment actions based on bona fide occupational qualification.

IX. Termination: This Agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services the Chamber is providing to the City as of the effective date of termination.

X. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MOBERLY

MOBERLY CHAMBER OF COMMERCE

By: _____

By: _____

Name: Brian Crane

Name: Chris Weathers

TITLE: City Manager

TITLE: President

Date: _____

Date: _____

Attest: _____

City Clerk



Moberly Area Chamber of Commerce
211 West Reed | Moberly, MO 65270
p. 660.263.6070 | f. 660.263.9443
www.moberlychamber.com

Tourism Promotion Services Agreement

REVENUES

Item Number	Description		
102.000.4114	Non-resident Lodging Tax	\$	90,000.00
Chamber Rev.	MDT Tourism Grant	\$	7,500.00
		\$	97,500.00

EXPENSES

Item Number	Description		
102.000.5212	Advertising	\$	25,500.00
102.000.5406	Contract Labor	\$	60,000.00
102.000.5411	Administrative Fees	\$	7,000.00
102.000.5506	Consultant Contract - bill as needed	\$	5,000.00
		\$	97,500.00

2020 Tourism Budget

Month:	Item Type:	Estimated Cost:	Actual Cost:
Printed Materials:			
January	Visitors Guide	\$	3,500.00
February	Depot Maps	\$	225.00
February	Banners (for trade shows)	\$	300.00
February	Logo Table Cloth (for trade shows)	\$	200.00
May	Depot Maps	\$	225.00
Radio Advertising:			
September	Junk Junktion	\$	500.00
October	Haunted Tours	\$	500.00
December	Moberly's Christmas Festival	\$	500.00
Facebook/Instagram Boosting:			
January	2019 Events	\$	300.00
February	College Basketball	\$	225.00
March	Rothwell Park Ad	\$	200.00
March	Group Tour/Heritage Ad	\$	320.00
March	Local Shops	\$	300.00
April	Mini Train	\$	500.00
April	Vintage Stores	\$	500.00
April	Rodeo	\$	500.00
May	Amish	\$	500.00
June	Railroad Days	\$	500.00
June	Wineries	\$	375.00
June	Patio Dining	\$	505.00
June	Rothwell Park	\$	375.00
June	HLR Motorsports Ad	\$	300.00
July	Omar Bradley Ad	\$	200.00
August	Higbee Fair Ad	\$	200.00
September	Golfing Ad	\$	250.00
September	Amish	\$	300.00
September	Fishing Ad	\$	275.00
October	Shepard Farms	\$	225.00
October	Haunted Tours	\$	300.00
December	Jorgenson Gallery Ad	\$	175.00
December	Christmas Shopping Ad	\$	350.00
December	Christmas Events	\$	525.00
Other:			
All Year	SEM	\$	6,800.00
Fall Issue	MO Life AD	\$	2,500.00
All Year	Video Work	\$	600.00
All Year	Yard Signs & Banners for Events	\$	450.00
All Year	Ad Creation by Art Dept.	\$	1,000.00
Total:		\$	25,500.00

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: December 2, 2019

WS #8.

Agenda Item: State Block Grant Agreement approving the funding of Project 19-034A-1.

Summary: Attached is the State Block Grant Agreement.

Recommended Action: Direct staff to bring forward to the December 16, 2016 regular City Council meeting for final approval.

Fund Name: Transportation Trust

Account Number: 120.000.5415

Available Budget \$: \$647,000.00

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

CCO FORM: MO04
Approved: 03/91 (KR)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Moberly
Project No. 19-034A-1
Airport Name: Omar N. Bradley

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

- 34. BAN ON TEXTING WHILE DRIVING
- 35. SUSPENSION AND DEBARMENT
- 36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 37. REQUIRED FEDERAL PROVISIONS
- 38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

- 39. AIRPORT LAYOUT PLAN
- 40. AIRPORT PROPERTY MAP
- 41. ENVIRONMENTAL IMPACT EVALUATION
- 42. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 43. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 44. ENGINEER'S DESIGN REPORT
- 45. GEOMETRIC DESIGN CRITERIA
- 46. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI – SPECIAL CONDITIONS

- 47. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Three Hundred Sixty-Six Thousand Eight Hundred Forty Dollars (\$366,840) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Forty Thousand Seven Hundred Sixty Dollars (\$40,760).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps,

Sponsor: City of Moberly
Project No. 19-034A-1
Airport Name Omar N. Bradley

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Design Runway 13/31 Reconstruction;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to September 30, 2020. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to existing airport property and aviation

including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR

Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases/agreements' terms and payments at least every five (5)

years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to

comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Tom Sanders, Public Works Director
City of Moberly
101 West Reed Street
Moberly, MO 65270
(660) 263-4835
(660) 263-9398 FAX
Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the 72 ment.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements overed by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;

- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall

update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated October 17, 2008 will be updated as part of Project 18-034A-1. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission.

(43) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or

misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(44) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(45) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(46) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the

purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

(47) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(D) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(E) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined

in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(F) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(G) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(H) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

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

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MOBERLY

By _____

Title _____

DocuSigned by:
Brian Crane
8089FBEZZ3248C...

By _____

Title City Manager

Attest:

Secretary to the Commission

Attest:

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF MOBERLY

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____



Certificate Of Completion

Envelope Id: 15C5F48AFB8542CC841EEAF23F1D6320
Subject: Please DocuSign: 2019-09-53140.pdf
Source Envelope:
Document Pages: 21
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

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Envelope Originator:
Teresa Hall
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
Teresa.Hall@modot.mo.gov
IP Address: 168.166.80.221

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Status: Original
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Location: DocuSign

Signer Events

Brian Crane
bcrane@cityofmoberly.com
City Manager
Security Level: Email, Account Authentication
(Optional), Access Code

Signature

DocuSigned by:
Brian Crane
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Viewed: 11/19/2019 8:20:26 AM
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Accepted: 11/19/2019 8:20:26 AM
ID: aa8696b3-a708-41fe-b176-65b7761e276e

D.K. Galloway
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Sent: 11/19/2019 8:21:14 AM
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Accepted: 11/26/2019 1:20:46 PM
ID: 127f3e08-0aa7-4711-b4ff-eb0c0675ceaf

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Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

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Status

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Missouri Department of Transportation
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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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11/19/2019 8:21:14 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: December 2, 2019

WS #9.

Agenda Item: An Ordinance Calling an Election in the City of Moberly, Missouri

Summary: The Utilities Department has identified projects that total approximately \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system (the "Project"). The proposed projects include

Lift station updates / construction	\$6,500,000
Sewer rehab and repair	\$2,300,000
WWTF Upgrades	\$2,200,000
Water main repairs/replacement	\$6,500,000
Water Plant updates	\$500,000

and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City (the "Bonds") in the amount of \$18,000,000, and to continue the imposition of the existing capital improvement sales tax to extend, improve, operate and maintain its combined waterworks and sewerage system (the "System"). The bonds will be issued as projects are developed and designed over a period of approximately 5-10 years. It is anticipated that the current revenues from the capital improvements sales taxes and the recently approved rate increases will allow for the repayment of the debt service.

Recommended

Action: Move the ordinance to the next regular Council Meeting for approval

Fund Name: N/A

Account Number: EnterTextHere

Available Budget \$: EnterTextHere

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF MOBERLY, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS:

Section 1. The City Council finds it necessary and hereby declares its intent to borrow \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system (the “Project”) and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City (the “Bonds”) in the amount of \$18,000,000, and to continue the imposition of the existing capital improvement sales tax to extend, improve, operate and maintain its combined waterworks and sewerage system (the “System”).

Section 2. An election is hereby ordered to be held in the City of Moberly, Missouri on April 7, 2020, on the following questions:

QUESTION 1

Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?

QUESTION 2

Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the County Clerk of Randolph County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on January 28, 2020, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is \$18,000,000.

Section 6. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council this ____ day of _____, 20__.

(SEAL)

Mayor

ATTEST:

City Clerk

APPROVED by the Mayor this ____ day of _____, 20__.

(SEAL)

Mayor

ATTEST:

City Clerk

NOTICE OF ELECTION

CITY OF MOBERLY, MISSOURI

Notice is hereby given to the qualified voters of the City of Moberly, Missouri that the City Council has called an election to be held in the City on April 7, 2020, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

**OFFICIAL BALLOT
CITY OF MOBERLY, MISSOURI**

APRIL 7, 2020

QUESTION 1

Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?

QUESTION 2

Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 2020.

County Clerk of Randolph County, Missouri

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: December 2, 2019

WS #10.

Agenda Item: Update on ESP Water Meter, Software, Water Plant, and Wastewater Treatment Facility Project

Summary: The water meter technology has been selected and the preferred vendor is Master Meter. This is the same technology that we have been piloting for large commercial meters for the last several months. As soon as the City gives the go-ahead, ESP is ready to place the order for 90% of the water meters with installation of the large meters and the AMI system proceeding as soon as the equipment arrives, and weather allows. Testing of the AMI system will be conducted with the commercial meters as the pilot to be sure that all information is captured accurately including meter inventory serial numbers, transponder numbers, GPS location of meters, readings from the old meters, readings of new meters, number of dials, and appropriate multiplier if not reading in single gallons. Until the new towers are installed, a drive-by system will be utilized to capture readings for billing. An interface will be developed initially using the current billing software until the conversion can be built for the new software. If the pilot test is successful, residential meters will begin to be installed sometime around late April 2020 or early May. If the pilot test does not result in accurate and reliable readings, no residential meters will be installed until the new billing software is fully installed, integrated, and ready for the conversion. It is anticipated at this time that the billing software conversion will take between 9 and 12 months.

Recommended

Action: Acknowledge the purchase of meters and advanced meter interface equipment.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

From: Kevin Karst <kevin@energyesp.com>
Sent: Tuesday, November 26, 2019 6:51 PM
To: Mary West
Cc: Torie Phillips; Russell George
Subject: City of Moberly : 2019 11-26 : first of several e-mails addressing data requested.

Follow Up Flag: Follow up
Flag Status: Flagged

Steps proposed by ESP to proceed with the AMI/Meter & Billing project –

Phase I:

1. RTS installs large meters with endpoints ready for Mobile Reading by the City of Moberly, via drive by.
2. Master Meter will work with Summit to define the fields needed for upload to billing as well as the layout of the fields within the flat file via Harmony.
3. Master Meter will train Moberly Staff on how to initiate creation of the billing flat file for periodic (monthly?) upload to Summit
4. City of Moberly staff drive through the affected Cycle(s)/Route(s) and collects meter reads from the new MM brand meters via the Mobile Reading system
5. City of Moberly staff initiate creation of the flat file to be uploaded to Summit
6. For the first several billing cycles, prior to upload of the billing flat file to Summit, using a text editor or similar program, City of Moberly staff will spot check meter readings in the billing flat file against reading via Master Meter software via Harmony.
7. After spot checking is complete and no errors have been identified, the billing flat file will be uploaded to Summit for processing.

Phase II:

1. Install Master Meter towers/collectors, and created Master Meter will create flat files based on zones for Summit Billing system.
2. Large Meter(s) previously installed to be used as test for automated reads, and billing, until city is assured the integration is accurate.
3. Start installation of residential meters by zone as directed by City.
4. RTS to run scrubbing file daily of installs, for data verification.
5. Development of Punch List to be ongoing, and cleaned up daily.

Phase III:

1. Master Meter will work with Cassell to define the fields needed for upload to billing as well as the layout of fields within the flat file via Harmony.
2. Beta testing to run parallel with Summit for several billings, or until the City is satisfied of accuracy.

My connection to the cloud is shaky at the moment, but as soon as it's solid, I'll provide the schedule, data cut sheets, & meter pricing. Do to file sizes, the information will be sent in multiple e-mails.

Kevin G. Karst.
Project Manager

Office: 913 381-2800
Cell: 913 335-5253
kevin@energyesp.com

CITY OF MOBERLY
Meter/AMI & Billing Installation
2019 011-22

ID	Task Name	Duration	Start	Finish	December	January	February	March	April	May	June	July	August	September	October	November	December	January
0	METER/AMI & BILLING SCHEDULE OVERVIEW :	282 days?	Wed 12/4/19	Thu 12/31/20														
1	Meter/AMI Complete Installation	238 days?	Wed 12/4/19	Fri 10/30/20														
2	Oder Meters & AMI Hardware	1 day?	Wed 12/4/19	Wed 12/4/19														
3	Develop flat file for Summit & test	16 days	Fri 12/13/19	Fri 1/3/20														
4	Receipt of Small Meters (1000 w/remainder followin	30 days?	Mon 12/23/19	Fri 1/31/20														
5	Receipt of Large Meters (All)	1 day?	Tue 12/24/19	Tue 12/24/19														
6	Installation of Large Meters w/endpoints	40 days?	Mon 1/6/20	Fri 2/28/20														
7	Large meter read by drive-by	105 days?	Mon 1/6/20	Fri 5/29/20														
8	Receipt of AMI	6 days?	Wed 1/29/20	Fri 2/14/20														
9	Installation of AMI Infrastructure	88 days?	Wed 1/29/20	Fri 5/29/20														
10	AMI Beta Testing	45 days	Mon 3/30/20	Fri 5/29/20														
11	Master End-Points receipt	1 day?	Mon 5/18/20	Mon 5/18/20														
12	AMI role over to Summit Billing	110 days?	Mon 6/1/20	Fri 10/30/20														
13	Small meter installation	110 days?	Mon 6/1/20	Fri 10/30/20														
14	Billing System Implementation	258 days?	Mon 1/6/20	Wed 12/30/20														
15	Develop flat file for Cassell & test	15 days	Mon 9/21/20	Fri 10/9/20														
16	AMI/Cassell parral billing Beta Testing	58 days	Mon 10/12/20	Wed 12/30/20														
17	Transition Date (Although End of Year)	1 day?	Thu 12/31/20	Thu 12/31/20														

Project: METER/AMI & BILLING Date: Tue 11/26/19	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

Here is the updated contract pricing tables. The prices from Master Meter did not include a breakdown between meter costs and AMI costs, therefore the AMI line below went to zero but is included in the individual meter line items. Overall the metering/AMI/billing software project price went from \$4,025,366 to \$3,798,784 which reflects an overall savings to the City of \$226,582.

Energy Conservation Measure	Quantity	Turnkey Installed Price
Water Meters, AMI and Billing Software Integration	5,313	\$3,798,784
5/8" Water Meters	4790	\$2,807,646
1" Water Meters	384	\$256,673
2" Water Meters	124	\$244,339
3" Water Meters	7	\$32,448
4" Water Meters	7	\$32,800
6" Water Meters	1	\$9,911
Advanced Metering Infrastructure	NA	\$0
Billing and Accounting Software System	NA	\$414,966
Process Improvements	6	\$617,081
Replace SBR Blowers and Add VFD's at WWTP	3	\$474,929
Install VFD's on High Service Pumps at WTP	3	\$97,128
WTP PLC Controller Upgrade	NA	\$45,024
New Sum		\$4,415,865
Additional Contingency/Meter Savings		\$226,582
Contract Sum		\$4,642,447

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager WS #11.
 Date: December 2, 2019

Agenda Item: Appointment to the University of Missouri Extension Council

Summary: The term of George Albert on the University of Extension Council will expire in March 2020. A City representative will need to be appointed to this board. Staff is recommending Matt Douglas to fulfill this 2-year term.

Recommended

Action: Direct staff to bring to the December 16th Council meeting for appointment.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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