

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**May 17, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Resolution Approving An Engagement Letter For Continued Special Legal Services; And Providing Further Authority.
2. An Ordinance Amending City Code Sections 14-23 And 14-25 Relating To Conveyance Of Cemetery Lots.
3. A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.
4. A Discussion Regarding Contingency Allocation #11 and #12 from ESP for the Meter Project.
5. A Discussion Regarding Authorization to Engage Willis Bros., Inc for Work at the Wastewater Treatment Facility to Replace the Blower Sleeves in Sludge Holding Basin #2.
6. A Discussion Regarding an Agreement for Pretreatment Program Assistance with Kim Hoskins Environmental Consulting, LLC d/b/a KimHEC.
7. Proposal from the Tourism Advisory Commission
8. Discussion Regarding Replacement of Digester #1 Liner at Wastewater Treatment Facility

# City of Moberly

## City Council Agenda Summary

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

WS #1.

Department: Administration

Date: May 17, 2021

**Agenda Item:** A Resolution Approving An Engagement Letter For Continued Special Legal Services; And Providing Further Authority.

**Summary:** For nearly 32 years Thomas A. Cunningham through Cunningham, Vogel & Rost, P.C. ("CVR") and predecessor law firms has provided legal services as special counsel to the City of Moberly (the "City") and related entities in connection with economic development, redevelopment, land use and real estate, and other the areas of the law. Over this period, the City on various occasions has confirmed the desire to receive such services and from time to time has authorized various actions and the execution of various documents with each for the referenced firms providing for the continuation either on a limited or and open-ended basis of such legal representation.

A recent review of these documents reveals over one dozen such documents, some dating back to the 1990s and early 2000s. Areas covered by these documents include over 35 separate redevelopment projects, as well as numerous real estate, land use, economic development, public finance, litigation and dispute resolution assignments and undertakings together with provision of advice to and consultations with City officials and staff.

At present, Mr. Cunningham and CVR are involved in advising on numerous City and City-related projects and undertakings ranging from procuring a downtown hotel to representing the City in telecomm related litigation. Given the multiplicity of past documentation and assuming the desirability of continuing to receive such specialized services, it is the appropriate to update and document the basis therefor by approving an updated engagement letter with CVR in the form attached as Exhibit A to the above referenced Resolution.

### Recommended

**Action** Direct staff to bring to the June 7<sup>th</sup> Council Meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER FOR CONTINUED SPECIAL LEGAL SERVICES; AND PROVIDING FURTHER AUTHORITY.**

**WHEREAS**, for over thirty years Thomas A. Cunningham through Cunningham, Vogel & Rost, P.C. (“CVR”) and predecessor firms has provided legal services as special counsel to the City of Moberly (the “City”) and related entities in connection with economic development, redevelopment, public finance, land use and real estate, and other the areas of the law; and

**WHEREAS**, the Council of the City has determined that it is desirable and in the City’s interest to continue to receive such services and to update and document the basis therefor by approving an updated engagement letter with CVR in the form attached as Exhibit A to and incorporated by reference in this this Resolution (the “Engagement Letter”);

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS, to-wit:**

**SECTION ONE:** The Engagement Letter is hereby approved, and the City Manager is hereby authorized to execute and deliver the Engagement Letter on behalf of the City.

**SECTION TWO:** The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

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

## EXHIBIT A

**CUNNINGHAM, VOGEL & ROST, P.C.**  
*legal counselors to local government*

THOMAS A. CUNNINGHAM  
tom@municipalfirm.com

333 S. KIRKWOOD ROAD, SUITE 300  
ST. LOUIS, MISSOURI 63122  
TEL: 314.446.0800  
FAX: 314.446.0801  
www.municipalfirm.com

April 28, 2021

City of Moberly, Missouri  
Attn: Brian Crane, City Manager  
101 West Reed Street – City Hall  
Moberly, Missouri 65270

Re: Agreement to Provide Continued Legal  
Services

Dear Brian:

We are pleased to provide this letter setting forth the terms of engagement of Cunningham, Vogel & Rost P.C. (“CVR”) for continued legal services as special counsel to the City of Moberly, Missouri. This letter will confirm discussions regarding our engagement and will describe the basis for providing these services.

**1. Client; Scope of Representation.** The client in this matter will be the City of Moberly, Missouri (the “City”). We will provide special legal services and consultation such other special counsel legal work as may be requested by the City from time to time. Other supplementary terms of our engagement in this matter are set forth below and are attached to this letter as ADDITIONAL TERMS OF ENGAGEMENT.

**2. Fees and Expenses; Billing.** Actual fees for professional services are based upon the amount of time expended in accomplishing the work and the regular hourly billing rates for each attorney or legal assistant devoting time to this matter, which may be changed by the firm from time to time. Our billing rates for attorneys currently range from \$165 to \$210 for associates, \$230 to \$375 for principals, and \$80 to \$150 for legal assistants. Any bond counsel services requested will be charged based on such fee arrangement as is agreed to with the City and approved by separate City action. Consistent with our policy, we will bill the City on a monthly basis for professional fees and expenses incurred on your behalf and bills will be addressed to the City for payment. We will include in our statements separate charges for photocopying, messenger and delivery service, computerized research, travel, long distance telephone, and telecopy expenses. Other fees and expenses (such as accountants, consultants, or other professionals, if required) generally will not be paid by us but will be billed directly to the City.



**3. Conflicts.** As you know, CVR represents many governmental entities throughout the region, including municipalities and other governmental clients in Missouri, Illinois, and elsewhere. In the event a conflict exists that is deemed not to be subject to any waiver by applicable ethical rules, we shall withdraw as counsel for the City. Although we are not aware of any current representation in which we would be adverse to your interests in this matter, it is possible that some of our present or future clients may have disputes with you during the time we are representing you. We ask, then, that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters which are not substantively related to our work for you, even if the interest of such clients in those matters is directly adverse to you. Except as provided herein, we agree that your prospective consent to conflicting representation as set forth above shall not apply where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

If you are in agreement with the above, please sign the enclosed copy of this letter and return an executed copy to me. Once again, we are pleased to have this opportunity to continue our work with you. As always, feel free to call me if you have any questions or concerns during the course of our representation.

Cordially,

CUNNINGHAM, VOGEL & ROST, P.C.



Attachment

AGREED TO AND ACCEPTED:  
CITY OF MOBERLY, MISSOURI

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

Date: \_\_\_\_\_, 2021

## ADDITIONAL TERMS OF ENGAGEMENT

**Our Client.** The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

**Provision of Legal Services, Generally.** This engagement is for the provision of professional legal services and not for the provision of business, personal, accounting, technical, financial, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Bond Counsel Services.** If legal services involve bond/note counsel services, including the rendering of an approving opinion of bond or note counsel: except as expressly provided in the foregoing letter, such services do not include assisting in the preparation or review of an official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the obligations or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice regarding the official statement or other disclosure document. Other than preparation and delivery of transcripts, such services do not include providing continuing advice to you or to or any other party after closing on the obligations. Customarily, an approving opinion is delivered on the date the obligations are exchanged for their purchase price. An approving opinion will be based on and issued subject to facts and law existing as of its date. In rendering our approving opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation and will assume continuing compliance by the issuer of the obligations with applicable laws relating to the obligations. During the course of this engagement, we will rely on you or other applicable parties to provide us with complete and timely information on all developments pertaining to any aspect of the obligations and their security. It is hereby acknowledged that the various legal opinions delivered concurrently with the delivery of bonds or notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

**Entire Agreement.** The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

**Termination.** The Client and CVR (consistent with applicable Rules of Professional Conduct) both shall have the right to terminate the Contract at any time for any reason by giving the other written notice to such effect. If the Client terminates, the Client shall pay to CVR, in full satisfaction and discharge of all amounts owing to CVR under the Contract, an amount equal to the hourly rate and charges of all Services performed by CVR up to such termination date. CVR shall submit to the Client its statement at any time for any reason for the aforesaid amount, in such reasonable detail as the Client shall request, within thirty (30) days after such date of termination.

**Periodic Billings for Legal Services.** Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid by check, EFT or ACH transfer no later than thirty (30) days following the invoice date, with interest accruing thereafter at the applicable rate provided by law for contracts. Payments by wire transfer shall be subject to an additional charge equal to applicable banking fees incurred. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

**Determining the Fee.** Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and with economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

**Paralegals/Legal Assistants/Document Clerks.** Certain work will be done by paralegals, sometimes called “legal assistants.” Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

**Client Disbursements.** Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some “client disbursements” represent out of pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as “Electronic Research.”

**Client Files.** During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

**E-mail Confidentiality.** This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm endeavors to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm’s computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

**Public Information.** The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm’s sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

**CUNNINGHAM, VOGEL & ROST, P.C.**  
*legal counselors to local government*

THOMAS A. CUNNINGHAM  
 tom@municipalfirm.com

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April 28, 2021

City of Moberly, Missouri  
 Attn: Brian Crane, City Manager  
 101 West Reed Street – City Hall  
 Moberly, Missouri 65270

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applicable ethical rules, we shall withdraw as counsel for the City. Although we are not aware of any current representation in which we would be adverse to your interests in this matter, it is possible that some of our present or future clients may have disputes with you during the time we are representing you. We ask, then, that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters which are not substantively related to our work for you, even if the interest of such clients in those matters is directly adverse to you. Except as provided herein, we agree that your prospective consent to conflicting representation as set forth above shall not apply where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

If you are in agreement with the above, please sign the enclosed copy of this letter and return an executed copy to me. Once again, we are pleased to have this opportunity to continue our work with you. As always, feel free to call me if you have any questions or concerns during the course of our representation.

Cordially,

CUNNINGHAM, VOGEL & ROST, P.C.



Attachment

AGREED TO AND ACCEPTED:  
CITY OF MOBERLY, MISSOURI

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

Date: \_\_\_\_\_, 2021

## ADDITIONAL TERMS OF ENGAGEMENT

**Our Client.** The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

**Provision of Legal Services, Generally.** This engagement is for the provision of professional legal services and not for the provision of business, personal, accounting, technical, financial, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Bond Counsel Services.** If legal services involve bond/note counsel services, including the rendering of an approving opinion of bond or note counsel: except as expressly provided in the foregoing letter, such services do not include assisting in the preparation or review of an official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the obligations or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice regarding the official statement or other disclosure document. Other than preparation and delivery of transcripts, such services do not include providing continuing advice to you or to or any other party after closing on the obligations. Customarily, an approving opinion is delivered on the date the obligations are exchanged for their purchase price. An approving opinion will be based on and issued subject to facts and law existing as of its date. In rendering our approving opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation and will assume continuing compliance by the issuer of the obligations with applicable laws relating to the obligations. During the course of this engagement, we will rely on you or other applicable parties to provide us with complete and timely information on all developments pertaining to any aspect of the obligations and their security. It is hereby acknowledged that the various legal opinions delivered concurrently with the delivery of bonds or notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

**Entire Agreement.** The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

**Termination.** The Client and CVR (consistent with applicable Rules of Professional Conduct) both shall have the right to terminate the Contract at any time for any reason by giving the other written notice to such effect. If the Client terminates, the Client shall pay to CVR, in full satisfaction and discharge of all amounts owing to CVR under the Contract, an amount equal to the hourly rate and charges of all Services performed by CVR up to such termination date. CVR shall submit to the Client its statement at any time for any reason for the aforesaid amount, in such reasonable detail as the Client shall request, within thirty (30) days after such date of termination.

**Periodic Billings for Legal Services.** Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid by check, EFT or ACH transfer no later than thirty (30) days following the invoice date, with interest accruing thereafter at the applicable rate provided by law for contracts. Payments by wire transfer shall be subject to an additional charge equal to applicable banking fees incurred. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

**Determining the Fee.** Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and with economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

**Paralegals/Legal Assistants/Document Clerks.** Certain work will be done by paralegals, sometimes called “legal assistants.” Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

**Client Disbursements.** Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some “client disbursements” represent out of pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as “Electronic Research.”

**Client Files.** During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

**E-mail Confidentiality.** This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm endeavors to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm’s computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

**Public Information.** The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm’s sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

## MOBERLY REDEVELOPMENT PROJECTS CHRONOLOGY

1. Orscheln Tech Center - Heights Business Park – 1990 (Ch. 353)
2. McCormick Place Shopping Center – (TIF) 1993
3. Copelco I- Heights Business Park - 1995 (Ch. 353)
4. Wilson Trailer- Riley Industrial Park – 1995 (Ch. 353)
5. Mid-Am Building Supply-Moberly Industrial Park – 1995 (Ch. 353)
6. Dolphin Capital-Moberly Industrial Park – 1996 (Ch. 353)
7. Copelco II - Heights Business Park – 1997 (Ch. 353)
8. Copelco-III - Heights Business Park – 1997 (Ch. 353)
9. Orscheln Distribution Center-Moberly Industrial Park – 1997 (Ch. 353)
10. Lot 3 Extension – Heights Business Park – 1998 (Ch. 353)
11. Brown Corporation/Heilig Meyers - Riley Industrial Park – 1999 (Ch. 353)
12. Scholastic Publishing – Hwy 24 East – 1999 (Ch. 353)
13. DuPont Plant – Robertson Road – 1999 (Ch. 353)
14. Wal-Mart Inducement Agreement – 2001 (various)
15. Orscheln Farm & Home (Scholastic Conversion) – 2007 (Ch. 353)
16. World Wide Recycling – 2008 (Enhanced EEZ)
17. Fowler Road Financing – Producers' Choice – 2009 (Enhanced EEZ/NID)
18. Custom Composites – 2009 (Enhanced EEZ)
19. Project Moberly (Orscheln Products – North Morley) – 2009 (Ch. 353)
20. Project Sugar Redevelopment (Mamtek) – 2010 (Ch. 353)
21. Country Villas RCF (MBL Development) – 2010 (Ch. 353/CID)
22. Vindkraft Redevelopment Project – 2011 (Ch. 353)



23. Moberly Crossings – 2011 (CID)
24. Mid-Am Building Supply Expansion – 2014 (Enhanced EEZ)
25. GAF – 2014 (Chapter 100 Bonds)
26. Residential Revitalization Project – 2015 (Ch. 353) (dormant)
27. Project Vehicle (Moberly Motors) – 2016 (Ch. 353)
28. Project Stop (MFA Oil Retail) – 2017 (Ch. 353)
29. Moberly Downtown CID – 2017 (Ch. 353/CID)
30. Project Enterprise - Central States (Qualico Precision Products) – 2017 (Enhanced EEZ)
31. Project Big Mac (Mak Rak Inc.) – 2018 (Ch. 353)
32. Woodland Hospital Redevelopment Project – 2018 (Ch. 353)
33. Plumrose Manufacturing Facility Project – 2020 (Chapter 100 Bonds)
34. Downtown Moberly Public Facilities NID Bonds – 2020 (Bond Counsel)

# City of Moberly

## City Council Agenda Summary

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

WS #2.

Department: Administration

Date: May 17, 2021

**Agenda Item:** An Ordinance Amending City Code Sections 14-23 And 14-25 Relating To Conveyance Of Cemetery Lots.

**Summary:** Public Works, City Clerk and the City Attorney have been reviewing cemetery operations and code provisions. Historically city staff has experienced situations where persons who purchase cemetery lots do not use the lots at their death. Typically, people do not provide for a conveyance of cemetery lots either by non-probate transfer or by probate transfer. People also do not record their deeds which can make determining ownership in the future difficult. Staff is proposing an ordinance whereby title to cemetery lots reverts to the city after 50 years if no one is buried in the lot. We are also proposing that the fee for recording cemetery lots be collected at the time of sale and that the city clerk see that the deeds are recorded. We have already instituted a practice to inform persons at the time of sale that they should include their cemetery lots in their estate planning and they should give the city direction as to who has authority to decide who can be buried in the lots if they are deceased.

**Recommended Action:** To authorize approval of this Resolution during the June 7 city council meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

#### Mayor

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

#### Council Member

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

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

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

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

Passed Failed

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

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

**AN ORDINANCE AMENDING CITY CODE SECTIONS 14-23 AND 14-25 RELATING TO CONVEYANCE OF CEMETERY LOTS.**

**WHEREAS**, Section 14-23 of the Moberly City Code provides for the manner in which cemetery lots at Oakland Cemetery are conveyed to purchasers; and

**WHEREAS**, historically a small percentage of the purchasers of cemetery lots are never buried in their lots and the lots go unused because the purchasers have made no non-probate transfer of their lot(s) nor has the title to the lot been probated in court; and

**WHEREAS**, city staff proposes to include in the Certificates of Title for cemetery lots a provision that title to cemetery lots will revert to the City fifty (50) years after conveyance if no person has been interred in the lot(s) by that time; and

**WHEREAS**, city staff recommends that all Certificates of Title be recorded in the land records of Randolph County and that Section 14-25 (a) be amended to allow the city clerk to collect the cost of recordation at the time the Certificate is issued and that the city clerk be directed to record the Certificate of Title.

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

**SECTION ONE:** Chapter 14, Article II, Section 14-23 is hereby amended to read as follows:

**Sec. 14-23. Conveyance of lots.**

(a) The cemetery lots shall be conveyed by certificates signed by the mayor and countersigned by the clerk, under seal of the city, specifying that the purchaser to whom the same are issued is the owner of the lot, described therein by numbers, as laid down on the recorded map or plat, for interment, and such certificates shall vest in the purchaser, his heirs and assigns, a right in fee simple to such lot, for the sole purpose of interment, under the regulations of the city council, and such certificates shall be entitled to be recorded in the office of recorder of deeds of the county without further acknowledgment. Such descriptions of lots shall be deemed and recognized as sufficient description thereof. The council may limit the number of lots to be owned by the same person at the same time.

**(b) Fee simple title to cemetery lots conveyed by the City shall revert in the City if no interment shall have been made in the lot and the title to such lot shall have been vested in the present owner for a period of at least fifty years following conveyance.**

**SECTION TWO:** Chapter 14, Article II, Section 14-25 (a) is hereby amended to read as follows:

**Sec. 14-25. Purchasing Lots.**

(a) The purchaser of a lot in the cemetery shall pay to the city clerk the purchase price of such lot and shall receive a deed from the city. **The purchaser shall also pay to the city clerk the cost of recording the deed with the Recorder of Deeds and the city clerk shall record each deed issued by the city.**

**SECTION THREE:** This ordinance shall be in full force and effect upon passage by the City Council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

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

WS #3.

Department: Public Works

Date: May 17, 2021

**Agenda Item:** A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

**Summary:** There are a couple items that were under discussion, however only one of them is actually an amendment to the agreement. That amendment is when and how bulk items are picked up. Currently, the contract states one item per week, same day as your scheduled pickup. In an effort to ensure collection and allow Waste Management to have adequate capacity for the items and manpower to collect it, we have drafted an amendment that would require citizens to call in and schedule the pickup for their item, but it wouldn't have to be on their day of collection any longer, so more flexibility of when they want to get rid of items and it's still no charge. We also included that the pickup must be completed in no more than 5 days from the time of call in. In most cases it would be a day or two before collection.

The other item of discussion was that they need to start enforcing the contract regulations that state materials for disposal must not exceed the capacity of the selected container. If citizens are regularly having quantities of trash that exceed the capacity of their current container, they will need to increase the size or quantity of containers to meet their actual trash needs. The containers are priced to maintain a volume-based pricing system, and if people are exceeding the capacity they are paying for, that needs to be corrected. Items outside the container adds considerable time to the efficiency of the collections. The containers are designed to work with a lift arm, and if loose bags or items are outside the container, the driver has to get out and load the items. Additionally, the outside trash is susceptible to animals tearing into it and scattering it around.

Staff recommends approval of the amendment and is supportive of the need to enforce the regulations on capacity.

**Recommended Action:** Bring forward to the June 7, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION WITH ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC.**

**WHEREAS**, the City of Moberly, Missouri entered into an agreement with Onyx Waste Services Midwest, Inc (now known as Advanced Disposal Services Solid Waste Midwest, LLC, “Advanced”) effective as of April 30, 2005 and continuing through April 30, 2025 for waste disposal services; and

**WHEREAS**, the agreement was amended by the parties on September 1, 2018; and

**WHEREAS**, each party is in good standing under the contract and desire to amend the contract to provide that weekly Bulky Waste item residential pickup will be discontinued to be replaced with arranged Bulky Waste item pickup whereby customers will contact Advanced directly and arrange a date for individual pickup; and

**WHEREAS**, the City Council has determined that the amendment is in the best interest of the Moberly community.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Second Amendment to the waste collection agreement with Advanced and authorizes the City Manager to execute the same on behalf of the City of Moberly.

**RESOLVED** this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

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Presiding Officer at Meeting

**ATTEST:**

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Shannon Hance, City Clerk

## SECOND AMENDMENT TO AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION

This Second Amendment to that certain Residential Industrial & Commercial Waste Collection Contract ("Second Amendment") is made as of this \_\_\_\_ day of May, 2021 (the "Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Moberly, Missouri (hereinafter called the "City").

### RECITALS

The City of Moberly, Missouri, and Onyx Waste Services Midwest, Inc., and Onyx Maple Hill Landfill, Inc., entered into that certain Agreement for disposal of Residential and Commercial Waste Collection (the "Agreement") effective as of April 30, 2005, (the "Contract"). The Contractor became the successor, and the Contract was amended on September 1, 2018 (the "First Amendment").

The parties desire to further amend the Scope of Work Exhibit C originally made a part of the Contract and amended by the First Amendment as set forth below.

### AGREEMENT

1) Bulky Waste items will no longer be collected by Contractor as part of the regular weekly trash collection and any and all references to such shall collection in the First Amendment shall be removed including the 2<sup>nd</sup> and 5<sup>th</sup> bullet points on page 6 of the First Amendment and replaced with "Contractor shall collect Bulky Waste items from Residential Premises in the event the resident has contacted Contractor directly to arrange a scheduled pickup time, at no charge." The appointment for collection will be within five (5) days from the date of request.

2) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Second Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

**Advanced Disposal Services Solid Waste Midwest, LLC      City of Moberly, Missouri**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.

Department: Public Utilities

Date: May 17, 2021

**Agenda Item:** A Discussion Regarding Contingency Allocation #11 and #12 from ESP for the Meter Project

**Summary:** As the meter replacement project is nearing the end, ESP is in the process of truing up line items in the schedule of values. Contingency Allocation #11 transfers \$62,475.69 back into the contingency allowance for the project. This is due to the variance (lower cost) of the automated meter interface, and the cost to vacuum the meter pits prior to installation of the meters. This brings the Contingency Allowance Account balance to \$149,318.94.

Contingency Allocation #12 is the true-up of the number of meters purchased and installed per the original contract and with the additional meter order in December 2020. This Contingency Allocation adds \$22,183.86 to the contingency allowance. The total Contingency Allowance Account balance now stands at \$171,502.80.

### Recommended

**Action:** No action required, for information only.

**Fund Name:** N/A

**Account Number:** 0

**Available Budget \$:** 0

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed





## Contingency Allocation (CA)

**Project Name: City of Moberly**

CA Number: 11

CA Date: 3/31/2021

ESCO: Energy Solutions Professionals, LLC  
c/o: Jeff Flathman  
9218 Metcalf, Suite 274  
Overland Park, KS 66212

Client: City of Moberly, MO  
c/o: Mary West-Calcagno  
101 W. Reed Street  
Moberly, MO 65270

**Original Contract Date: 9/10/2019**

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Additions:

Deductions:

- |   |              |
|---|--------------|
| a) Transfer remaining balance of AMI line item #7 to Contingency. | \$ 31,355.51 |
| b) Transfer remaining balance of Vacuum Pits CA#3 to Contingency. | \$ 31,120.18 |

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Total Contingency Allocation	\$ 62,475.69
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Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (293,156.75)
Contingency Allocation Prior to this CA:	\$ 86,843.25
Amount of this Contingency Allocation:	\$ 62,475.69
Remaining Contingency	\$ 149,318.94
Revised Agreement substantial completion date (changed / <del>unchanged</del> ):	5/14/2021

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**Energy Solutions Professionals, LLC**

**City of Moberly**



\_\_\_\_\_

5/7/21  
\_\_\_\_\_  
Date signed

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



## Contingency Allocation (CA)

Project Name: City of Moberly

CA Number: 12

CA Date: 5/3/2021

ESCO: Energy Solutions Professionals, LLC  
c/o: Jeff Flathman  
9218 Metcalf, Suite 274  
Overland Park, KS 66212

Client: City of Moberly, MO  
c/o: Mary West-Calcagno  
101 W. Reed Street  
Moberly, MO 65270

Original Contract Date: 9/10/2019

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

### Reconciliation of Meter Quantity from Original Order

EPC Qty	RTS Qty	Delta		Contract Rate (Rev.)	Material	Additional Cost
4800	4790	-10	5/8" meters with associated AMI equipment	\$ 560.55	70%	\$ (3,923.86)
376	384	8	1" meters with associated AMI equipment	\$ 572.79	70%	\$ 3,207.63
16	21	5	2" meters (interior) with associated AMI equipment	\$ 1,582.95	70%	\$ 5,540.33
72	78	6	2" meters (exterior) with associated AMI equipment	\$ 1,536.16	70%	\$ 6,451.87
3	4	1	3" meters (interior) with associated AMI equipment	\$ 3,669.36	70%	\$ 2,568.55
2	3	1	3" meters (exterior) with associated AMI equipment	\$ 3,576.32	70%	\$ 2,503.43
1	2	1	4" meters (interior) with associated AMI equipment	\$ 4,841.24	70%	\$ 3,388.87
3	3	0	4" meters (exterior) with associated AMI equipment	\$ 4,697.75	70%	\$ -
1	1	0	6" meters (exterior) with associated AMI equipment	\$ 8,645.19	70%	\$ -
5274	5286	12				\$ 19,736.81

### Additional Meters Ordered for Project

ESP QTY	RTS Qty		Contract Rate (Rev.)	Material	Additional Cost
	60	Provide new 1" meters with associated AMI equipment	\$ 572.79	70%	\$ 24,057.24
6		Provide new 2" meters with associated AMI equipment	\$ 1,536.16	70%	\$ 6,451.87
					\$ 30,509.10

### Additional Meters Installed for Project

EPC/CA QTY	Actual QTY	Delta		Contract Rate (Rev.)	Material	Additional Cost
5239	5021	-218	Install 5/8" meters with associated AMI equipment	\$ 560.55	30%	\$ (36,660.08)
436	398	-38	Install 1" meters with associated AMI equipment	\$ 572.79	30%	\$ (6,529.82)
16	15	-1	Install 2" meters (interior) with associated AMI equipment	\$ 1,582.95	30%	\$ (474.89)
76	95	19	Install 2" meters (exterior) with associated AMI equipment	\$ 1,536.16	30%	\$ 8,756.10
29	8	-21	Install 2" meter AMI equipment only	\$ 263.86	100%	\$ (5,541.01)
3	6	3	Install 3" meters (interior) with associated AMI equipment	\$ 3,669.36	30%	\$ 3,302.42
2	3	1	Install 3" meters (exterior) with associated AMI equipment	\$ 3,576.32	30%	\$ 1,072.90
0	1	1	Install 3" meter AMI equipment only	\$ 263.86	100%	\$ 263.86
1	0	-1	Install 4" meters (interior) with associated AMI equipment	\$ 4,841.24	30%	\$ (1,452.37)
3	3	0	Install 4" meters (exterior) with associated AMI equipment	\$ 4,697.75	30%	\$ -
2	2	0	Install 4" meter AMI equipment only	\$ 263.86	100%	\$ -
1	1	0	Install 6" meters (exterior) with associated AMI equipment	\$ 8,645.19	30%	\$ -
5808	5553	-255				\$ (37,262.89)

### Total Meter Reconciliation

\$ 12,983.02

### Contingency True-up

Transfer remaining balance of line item CA#8b to Contingency.

\$ (35,166.89)

Total Contingency Allocation

\$ (22,183.86)

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (230,681.06)
Contingency Allocation Prior to this CA:	\$ 149,318.94
Amount of this Contingency Allocation:	\$ 22,183.86
Remaining Contingency	\$ 171,502.80
Revised Agreement substantial completion date (changed / <del>unchanged</del> ):	5/14/2021

Energy Solutions Professionals, LLC

City of Moberly

*Jeff Flathman*

5/7/21

Date signed

Date Signed

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #5.  
 Department: Public Utilities  
 Date: May 17, 2021

**Agenda Item:** A Discussion Regarding Authorization to Engage Willis Bros., Inc for Work at the Wastewater Treatment Facility to Replace the Blower Sleeves in Sludge Holding Basin #2.

**Summary:** Willis Bros., Inc. performed this work in 2014 the last time the sleeves were replaced. The work is beyond what the staff at the Wastewater Treatment Facility can accomplish in-house. The quote provided by Willis Bros is for the same price that the work was completed in 2014. The work for the current project will be completed as soon as the basin is drawn down as the biosolids are land applied, likely after the new budget year begins.

**Recommended Action:** Direct Staff to develop a resolution for adoption at the next regular Council meeting authorizing the City Manager to approve the work.

**Fund Name:** Wastewater Treatment Department

**Account Number:** 301.114.5303

**Available Budget \$:** 52,735.51

### ATTACHMENTS:

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

### Roll Call      Aye      Nay

<b>Mayor</b>			
M	S	Jeffrey	
<b>Council Member</b>			
M	S	Brubaker	
M	S	Kimmons	
M	S	Davis	
M	S	Kyser	
			Passed      Failed



**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

## QUOTE

May 10, 2021

City of Moberly  
Attn: Ben Riles

### Sludge Basin Work

Remove Sludge from Storage Tank	55,000.00 LS
Install owner provided Tide Check Valves	<u>21,000.00</u> LS
Total	\$ 76,000.00

Willis Bros., Inc. will provide labor and equipment, the City of Moberly will provide materials and water.

Please call if you have any questions.

Sincerely,

Jim Willis  
660-651-1144

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #6.

Department: Public Utilities

Date: May 17, 2021

**Agenda Item:** A Discussion Regarding an Agreement for Pretreatment Program Assistance with Kim Hoskins Environmental Consulting, LLC d/b/a KimHEC.

**Summary:** The City of Moberly's Wastewater NPDES Permit requires that the City have an approved Pretreatment Program to regulate the industries within our sewer collection system to protect the operation of the collection system and the wastewater plant. Due to ever-increasing regulations and sophistication of the industrial customers, as well as an upcoming rewrite of the sewer use ordinance, staff are in need of a consultant periodically. Kim Hoskins has served to assist the City in the interim when the pretreatment position was open, and has stayed on to assist with training as well as the drafting of the Swift Foods pretreatment permit. The unforeseen development of the Swift Foods customer used up more funds in the original contract than anticipated. This additional authorization will serve to finish up the sewer use ordinance as well as provide for several years of additional assistance.

**Recommended Action:** Direct Staff to develop a resolution for adoption at the next regular Council meeting authorizing the City Manager to sign the agreement.

**Fund Name:** Wastewater Treatment Department

**Account Number:** 301.114.5406

**Available Budget \$:** -1,895.46

### ATTACHMENTS:

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

### Roll Call

**Aye**   **Nay**

#### Mayor

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

#### Council Member

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

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

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

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

Passed      Failed



## Agreement for Professional Services

This is an agreement effective as of

---

[Client to Enter Effective Date in Line Above]

between The City of Moberly (herein after called "Client") and Kim Hoskins Environmental Consulting, LLC, d/b/a KimHEC (herein after called "Consultant"). Client's Project, of which Consultant's services under this Agreement are part, is generally defined as follows: Pretreatment Program Assistance. Consultant's services under this Agreement are generally defined as providing ongoing services to assist with the City's Pretreatment Program.

### *Section A, Basic Services*

Specifically, the Consultant agrees to perform duties related to assisting in the on-going implementation of the Client's Pretreatment Program as specifically requested by the Client:

- a. Form Development (permits, inspection forms, fact sheet, application)
- b. Perform Inspections - including preparation, inspection, and summary
- c. Permit Issuance - including application review, fact sheet, permit, self-monitoring report templates for new or existing industrial users
- d. Monitoring Report Reviews
- e. Violation Assistance
- f. Sample Plan Development
- g. Data Evaluation and Tracking (industry, WWTP, and/or biosolids)
- h. Training for the Client's staff and/or industries
- i. Assistance during regulatory inspections
- j. Dental Rule implementation
- k. Assist in Program Updates as requested (note that the City Code update is due to the State by November 1, 2021).

### *Section B, Client's Responsibilities:*

- a. Provide copies of relevant historical reports, analytical results, and inspections related to the industries.
- b. Provide the labor and analytical fees associated with any and all analytical work (influent, effluent, industry, biosolids) associated with this Project.



- c. Client is responsible for printing, postage, and mailing of all hard copy communications (Industrial Waste Surveys, communications, reports, etc.) as applicable.
- d. Client shall assist the Consultant during all site visits and in getting the information necessary to appropriately implement the Pretreatment Program such as permit applications and industrial inspection reports.

#### *Section C, Schedule for Rendering Services:*

Upon this agreement becoming effective, Consultant is authorized to begin services as set forth in Section A, Basic Services, and shall continue to render services until the time for rendering services is complete, until the corresponding tasks are complete, or until the not-to-exceed amount has been billed or otherwise authorized for additional work.

#### *Section D, Payments to Consultant*

Client shall pay Consultant for services rendered under this Agreement as follows:

- a. A not-to-exceed amount of \$30,000.
- b. Each invoice amount shall include a description of tasks performed and associated labor hours for the Consulting Services defined herein.
- c. The hourly rate for tasks performed will be billed at \$150 per hour or at a reduced rate depending on the task. Travel time to attend meetings, inspections and other contract-related tasks will be billed at \$75 per hour.
- d. As noted above, Services will be as requested by the Client. If Services beyond the allocated not-to-exceed amount set forth in this Section is required, the Client shall authorize any such work via e-mail or other written documentation. Consultant will be paid at an hourly rate of \$150 per hour for any such Services related to the management of the City's Pretreatment Program or permitting process or other associated tasks beyond the allocated budget herein.





### *Section E, Total Agreement*

This Agreement with the Terms and Conditions attached and Addendum noted above constitutes the entire Agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

In Witness Whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**Client Acceptance:**

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Signature

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Printed Name, Title

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Address

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City, State, Zip

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Date of Acceptance

**Address for Giving Notices:****Designated Representative:**

**Name:**

**Title:**

**Phone:**

**Email:**

**Consultant Agreement:**

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*Kimberly L. Cole*  
Signature

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**Kim Cole, P.E., Principal**

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Printed Name, Title

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**5326 Southwest Avenue**

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Address

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**St. Louis, Missouri 63139**

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City, State, Zip

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**May 1, 2021**

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Date of Agreement

**Address for Giving Notices:**

Kim Cole, P.E.  
KimHEC  
5326 Southwest Avenue  
St. Louis, MO 63139

**Designated Representative:**

**Name:** Kim Cole, P.E.

**Title:** Principal

**Phone:** 314-276-9575

**Email:** kim.cole@kimhec.com



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.

Department: City Manager

Date: May 17, 2021

**Agenda Item:** Proposal from the Tourism Advisory Commission

**Summary:** At the May11, 2021 Moberly Tourism Commission meeting following proposals were reviewed and recommended approval by the Commission.

A proposal from Safe Passage for Taste of Missouri Stroll in downtown Moberly. They are requesting \$800 for the event. The board made a motion to approve this request for \$800. Points received was 35 out of 35. This is a Special Events Grant.

A proposal from Moberly Rotary Club for Railroad Days. They are requesting \$1,000 for the event. The board made a motion to approve this request for \$1,000. Points received was 35 out of 35. This is a Special Events Grant.

### Recommended

**Action:** Direct staff to bring to the June 7<sup>th</sup> Council meeting for final approval.

**Fund Name:** Non-Resident Lodging Tax Fund

**Account Number:** 102.000.5502

**Available Budget \$:** 2,540.00

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

City of

*Moberly!*Name of Organization: Safe Passage Date: 03/31/2021Contact Person: Kelly Pedigo/ Tina RiceAddress: PO Box 456 Moberly, Mo 65270 Telephone: 660-269-8999Date of Event: 08/14/2021 Name of Event: Taste of Missouri Stroll**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

1) The event brings in people from other areas to Moberly. 2) Event guests eat, shop, get gas, and some spend the night at local hotels and camping sites. 3) Funds from the event sustain Safe Passage Domestic Violence Shelter.

How does your event promote tourism, conventions, and other events within the city?

1) The event brings approximately 900 people into downtown, where even locals can be reminded of the eating, shopping, and venues that are available there. 2) We allow the United Way and other approved entities to advertise their events at this event.

How does your event attract non-residents?

Our event is advertised in our nine county service area via radio, in-person flyer/poster distribution, social media, and through participating vendors-this includes the alcohol vendors that travel to us from other areas.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Marketing Radio and flyers/cards

**Financial Statement (See Attached)****Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Kelly PedigoSignature: *Kelly Pedigo*Date: 03/31/2021 Title or Office Held: Co-Director

## State of Missouri Stroll Report

previous 18

## Income

Cash Sponsors	\$ 9,500.00	10,750.00
Vendor Spaces	\$ 740.00	795
Silent Auction	\$ 3,499.00	5202
Wine Pull Game	\$ 1,000.00	850
Beer/Candle/Shift Sale	\$ 300.00	256
4th St Theatre Casino Game	\$ 221.00	230
City Grant	\$ 800.00	1000
Ring Toss Game	\$ 1,225.00	1035
Stitch Donation Buckets	\$ 56.00	77
Fire Pit Raffle	\$ 770.00	425
Misc Cash Donations	\$ 1,300.00	1890
Cooper's Oak \$5 Donations	\$ 200.00	255
Stroll Ticket Sales credit card	\$ 5,300.00	4881
Meal Ticket Sales credit card	\$ 1,188.00	1944
Non sampling credit card	\$ 55.00	na
Meal Ticket Sales (Cassen/Keg Presale)		
Stroll Ticket Sales (Chamber/Presale)		
Meal Ticket Sales (Chamber/Presale)	\$ 3,170.00	5235
Meal tickets cash/check	\$ 4,410.00	
Stroll Tickets cash/check	\$ 1,200.00	1140
Cash n Keg and Smoke n B(Glasses)	\$ 500.00	1622
Omnia (Bags)	\$ 500.00	1500
Shane Adrian (Glasses)	\$ 1,500.00	

## TOTAL INCOME

\$36,934.00

## Expenses

Toilet Rental	free	free
Tent/Chair Rental	\$ 1,456.00	1456
Catering (Papa Rocks)	\$ 3,990.00	4500
Basket Wine	\$ 175.00	261
VIP wine	\$ -	190
Snacks, Ice/raffle tickets, etc.	\$ 150.00	200
Beer to Sell	\$ 340.00	free
Catering Permits/ FFP Permit	\$ 250.00	270
Postage	\$ 50.00	50
Musicians	\$ 1,500.00	1700
Photo booth	\$ 950.00	950
Event Insurance	\$ -	650
Printing, Tickets, Signage, Marketing	\$ 3,892.00	2065
Wine/Beer Glasses	\$ 2,640.00	2640
Staff/Volunteer Shirts	\$ 225.00	756
Radio advertising	\$ 800.00	1200
Stroll Programs	\$ 1,050.00	2070
Wine Bags	\$ 1,000.00	1622
wrist bands	\$ 56.00	77.88
Silent auction materials/mascots	\$ 100.00	200
TOTAL EXPENSES	\$ 18,524.00	

## PROFIT

\$18,410.00

2019

## 2021 Taste of Missouri Estimated Budget

### Income:

Cash Sponsors-	8000.00
Vendor Spaces-	1000.00
Silent Auction-	2000.00
Beer Sales/ T-shirts	300.00
4 <sup>th</sup> Street Theatre Game	100.00
Tourism grant	?
Ring Toss Game	1000.00
Wine Pull Game	1000.00
Mascots	100.00
Misc Cash Donations	500.00
Ticket Sales (online)	5300.00
Meal Tickets (online)	1000.00
Non-sampling tickets	50.00
Pre-sale location tickets +	
Cash/check tickets	3000.00
Other item sponsors	2000.00 (for bags/glasses)
<b>Total income:</b>	<b>25350.00</b>

### Expenses:

Tent/chair/stage	1500.00
Catering	2300.00
VIP Wine	150.00
Snacks/raffle tickets/ice	200.00
Beer to sell	200.00
Staff t-shirts	225.00
Postage	50.00
Musicians	1000.00
Printing/signs/tickets	
Flyers/	3000.00
Wine glasses	2600.00
Radio ads	700.00
Stroll Programs	1000.00
Wine bags	1000.00
Catering permits	200.00
Silent auction materials	100.00
<b>Total Expenses</b>	<b>14225.00</b>
<b>Potential profit =</b>	<b>14199.65</b>

**Actual Last Year 20**

Date of Event: Saturday, August 14, 2021

Date of Application: 3/30/21

Sponsor: Safe Passage

**OR**  
**First Annual Budget**

Estimated Present Year 20

Rental Booths  
Entry Fees/ Gate Receipts  
Donations/ Sponsorships  
T-Shirts and Souvenirs  
Food and Drinks, Etc.  
Moberly Tourism Grant  
Other: (Explain)

[illegible]

Advertising \*  
T-Shirts and Souvenirs Food,  
Drinks; Etc.  
Labor Costs  
Entertainment  
Supplies  
Postage  
Rentals  
Insurance  
Payout, awards, prizes, contest  
winnings  
Other (Explain)

Estimate Value of In-Kind Services (Explain)

**\*Omitting required information will disqualify your application**

### Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Radio	100 ads with Alpha Media	700.00	100.00
Printed materials	Flyers/posters/road signs/banners	3000.00	700.00
Programs	Event program	1000	0
	TOTAL	4700.00	800.00

City of

*Moberly!*

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Amount of Award: \_\_\_\_\_ Date Granted: \_\_\_\_\_

**Summary of Event**

Attendance: \_\_\_\_\_ Moberly Hotel/Motel Rooms Used: \_\_\_\_\_

Average Stay (# of nights): \_\_\_\_\_

If Moberly motels sold out, list other accommodations that attracted overnight visitors:

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Comments: \_\_\_\_\_

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Describe the general impact this event had on the Moberly Community:

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Describe the Success of this event"

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## Profit and Loss Summary of Event

Income (Estimated)

Estimated Present Year 20\_\_\_\_

Rental of Booths  
 Entry Fees/ Gate Receipts  
 Donations/ Sponsorships  
 T-Shirts and Souvenirs  
 Food and Drinks, Etc.  
 Moberly Tourism Grant  
 Other: (Explain)

\$

**Total Income**

\$

**Expenses (Itemized)**

Advertising  
 T-Shirts and Souvenirs  
 Food, Drinks, Etc.  
 Labor Costs  
 Entertainment  
 Supplies  
 Postage  
 Rentals  
 Insurance  
 Other (Explain)

\$

**Total Expenditures**

\$

Estimate Value of In-Kind  
 Services (Explain)




Please use the space below for any additional information. Examples of promotional materials must also be submitted with Summary of Event form.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a set of legal pads. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

To the best of my knowledge, the information given to the Moberly Tourism Committee concerning the above event is factual. I understand that the Moberly Tourism Committee may require receipts verifying expenditures.

Signed \_\_\_\_\_ Title **Co-Director**

Date \_\_\_\_\_

**Failure to complete this form within 60 days of the above event may result in denial of funds for future events. Mail this form the to City of Moberly Tourism Commission, 101 West Reed, Moberly, MO 65270, Attention: Moberly Tourism Commission.**

City of

*Moberly!*Name of Organization: Moberly Rotary Club Date: 4/15/21Contact Person: Brian Sevits, presidentAddress: PO Box 3, Moberly MO 65270 Telephone: 660.651.4012Date of Event: 6/16-19/21 Name of Event: Railroad Days**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

Railroad Days draws people from many surrounding communities, many of whom are going to not only visit our event, but also eat in restaurants, shop locally before going home, and even stay overnight.

How does your event promote tourism, conventions, and other events within the city?

We draw people in by offering a quality carnival, unique food options, and free entertainment.

How does your event attract non-residents?

We offer free entertainment, along with a very nice carnival, which is a draw for thousands in attendance from many surrounding communities.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

We would use funds primarily for marketing and to help support free entertainment.

**Financial Statement (See Attached)****Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Brian SevitsSignature: Brian SevitsDate: 4/15/21 Title or Office Held: President

## Detailed Budget

Event: Railroad Days

Date of Event: 6/16-19/21

Date of Application: 4/21/21

Sponsor: Moberly Rotary Club

Actual Last Year 20\_\_

OR  
First Annual Budget

Estimated Present Year 20\_\_

### Income (Estimated)

Rental Booths

Entry Fees/ Gate Receipts

Donations/ Sponsorships

T-Shirts and Souvenirs

Food and Drinks, Etc.

Moberly Tourism Grant

Other: (Explain)

Carnival proceeds

### Expenses (Itemized)

Advertising \*

T-Shirts and Souvenirs Food,  
Drinks, Etc.

Labor Costs

Entertainment

Supplies

Postage

Rentals

Insurance

Payout, awards, prizes, contest  
winnings

Other (Explain)

### Total Expenditures

Estimate Value of In-Kind  
Services (Explain)

2,000.00

*tables + chairs,  
party tent,  
stage all donated*

\$	\$
4,600.00	4,600.00
\$	\$ 1,000.00
6,360.00	6,000.00
866.00	2,000.00
340.00	350.00
2,000.00	3,000.00
90.00	150.00
2,440.00	2,500.00
\$5,736.00	\$8,000.00

\*If marketing grant application, fill out itemized marketing budget sheet.

\*Omitting required information will disqualify your application

### Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
KWIX	KWIX Radio Ads	500.00	250.00
KZZT	KZZT Radio Ads	500.00	250.00
Facebook	Facebook Ads	500.00	250.00
Signage	Promotional Banners	500.00	250.00
	TOTAL	2,000.00	1,000.00

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #8.  
 Department: Public Utilities  
 Date: May 17, 2021

**Agenda Item:** Discussion Regarding Replacement of Digester #1 Liner at Wastewater Treatment Facility

**Summary:** The liner for Digester #1 at the Wastewater Treatment Facility has developed a hole in the liner near the mid-upper level in the digester. Upon draining the digester to inspect the condition of the liner overall, it was discovered that the liner is also failing at the corners at the bottom. An inspection by Mid-America liner from Springfield, Mo indicates that due to UV damage and age, they do not recommend repairing the liner. In order to replace the liner, the subgrade also has to be partially removed and replaced, due to sludge intrusion into the subgrade. Attached to this Summary is a spreadsheet with very early estimates on the cost to replace the liner. Engineering will need to be completed to prepare the documents to be able to bid this project.

**Recommended**

**Action:** For information only

**Fund Name:** TBD

**Account Number:**

**Available Budget \$:**

**ATTACHMENTS:**

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

**Roll Call      Aye      Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

### Digester Liner Replacement with Concrete

Item No.	Description	Units	Quantity	Unit Price	Extension
	Mobilization, Bonds, Insurance (3 % of construction)	LS	1	\$8,680	\$ 8,680
	<b>Digester Liner</b>				
1	Concrete Liner - 6" thick	SY	1495	\$140	\$ 209,300
2	Demolition of Existion Liner	LS	1	\$30,000	\$ 30,000
3	Earthwork	LS	1	\$50,000	\$ 50,000
				Construction:	\$297,980
				Contingency (%): 30%	\$89,394
				Engineering Fees: 20%	\$59,596
				Other Fees (Survey/Geotech): LS	\$10,000
				Easements: 0	\$0
				Total Project Cost:	\$456,970
<b>TOTAL PROJECT COST</b>					<b>\$457,000</b>

### Digester Liner Replacement with New Liner

Item No.	Description	Units	Quantity	Unit Price	Extension
	Mobilization, Bonds, Insurance (3 % of construction)	LS	1	\$4,880	\$ 4,880
	<b>Digester Liner</b>				
1	HDPE Liner - Quote from MidAmerican Liner	LS	1	\$82,517	\$ 82,517
2	Demolition of Existion Liner	LS	1	\$30,000	\$ 30,000
3	Earthwork	LS	1	\$50,000	\$ 50,000
				Construction:	\$167,397
				Inflation (%/yrs): 3% 0	\$167,397
				Contingency (%): 30%	\$50,219
				Engineering Fees: 20%	\$33,479
				Other Fees (Survey/Geotech): LS	\$10,000
				Easements: 0	\$0
				Total Project Cost:	\$261,096
<b>TOTAL PROJECT COST</b>					<b>\$262,000</b>