

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**January 19, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

- [1.](#) A Resolution Regarding the Destruction of Certain Clerk, Parks and Recreation, Personnel, Police and Public Utility Documents.
- [2.](#) Discussion of COVID Leave Policy.
- [3.](#) Restaurant Curbside To-Go reserved parking discussion.
- [4.](#) Receipt of Bids for Oakland Cemetery grave opening and closing.
- [5.](#) Review of an agreement with J&M Display for the 2021 4th of July Fireworks.
- [6.](#) Review of an Howe Company LLC Contract Amendment #1 for Design of A Stormwater Detention Pond at the Moberly Area Industrial Park.
- [7.](#) A Resolution for a Cooperative backup PSAP Agreement.
- [8.](#) Discussion Regarding Purchase of New Pickup Truck with Snow Blade, Salt Spreader for Lake Ranger.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.

Department: Administration

Date: January 19, 2021

**Agenda Item:** A Resolution Regarding the Destruction of Certain Clerk, Parks and Recreation, Personnel, Police and Public Utility Documents

**Summary:** Multiple City Hall Departments have determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. These records have been destroyed in accordance with current record retention policy consist of the following items:

**Clerk's Department:** Personnel Sheets from 1966-2007 – 10 boxes.

**Parks and Recreation Department:** Registration/Facility Waivers from 2012-2015 – 1 Box; Copies of Bills/Supporting Documents: 2013-2015 – 3 boxes.

**Personnel Department:** Personnel Files from 1947-2010 – 20 boxes.

**Police Department:** Miscellaneous Reports from 1999, 2000 and 2003 – 9 boxes; Miscellaneous Reports from 2017-2018 – 14 boxes; Response to Resistance Reports from 2013-2017 – less than ¼ box.

**Public Utilities Department:** 10% Shut Off Listing from 2012-2015 – 4 boxes; Cash Receipts 2013-2015 – 21 boxes; E Pay Reports from 2013 – 1 box; Journal Entries from 2013-2014 – 3 boxes; Billing Registers from 2013-2014 – 4 boxes; Daily Reconciliation Reports from 2014-2015 – 12 boxes; ACH Reports from 1999-2007 – 1 box; Year End Reports from 1995-2000 – 1 box; Bad Debt Reports from 1980-2010 – ½ box; Meter Reads Reports from 2010-2011 – 2 ½ boxes; Consumer Security Reports from 1999-2013 – 3 boxes; Sales Tax/Bankruptcy Reports from 1986-2010 – 1 box; Billing Adjustment Reports from 2013 – 1 box; Miscellaneous and Duplicate Test Results, Manuals and Scrap Paper from 2002-2020 – 2 boxes.

### Recommended

**Action:** Direct staff to bring to the February 1<sup>st</sup> Council meeting for final approval.

### Fund Name:

### Account Number:

### Available Budget \$:

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

Exhibit "A"

**SHREDDED DOCUMENTS**

POLICE DEPARTMENT

**City Of Moberly, Missouri**

This form documents the destruction of public records in accordance with the State of Missouri Records Retention schedule as of August 2015.

<b>Document Type</b>	<b>Date(s) of Documents</b>	<b>Quantity</b>
Miscellaneous Reports	1999, 2000, 2003 2017 and 2018	23 boxes
Response to Resistance Reports	2013 through 2017	< ¼ box

I certify the records listed above have been retained for the scheduled retention period, required audits have been completed and no pending or ongoing litigation or investigation involving these records is known to exist.

01-04-2021

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Troy Link, Chief of Police

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Date of Destruction

**Exhibit A****Public Utilities Shredded Documents****City of Moberly, Missouri**

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of December 15, 2020)

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
10% shut off listing	20123-2015	4
Cash Receipts	2013-2015	21
E Pay reports	2013	1
Journal entries	2013-2014	3
Billing Registers	2013-2014	4
Daily Reconciliation Reports	2014-2015	12
Ach reports	1999-2007	1
Year End Reports	1995-2000	1
Bad debt reports	1980-2010	½
Meter reads reports	2010-2011	2 ½
Consumer security reports	1999-2013	3
Sales tax/bankruptcy reports	1986-2010	1
Billing adjustment reports	2013	1



Lora Colley, Water Billing Supervisor

\_\_\_\_\_  
Date of destruction

**Exhibit A****Public Utilities Shredded Documents****City of Moberly, Missouri**

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of December 15, 2020)

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
Misc. and duplicate test results, manuals and scrap paper	2002-present	2

  
Matt Everts, Water Plant Chief Operator

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Date of destruction

Exhibit A

## Parks and Recreation Shredded Documents

City of Moberly, Missouri

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of December 17, 2020).

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
Registration/Facility Waivers	2012-2015	1
Copies of Bills/supporting documents	2013-2015	3

  
\_\_\_\_\_  
Leslie Keeney, Office Manager Parks and Recreation

\_\_\_\_\_  
Date of Destruction

**GS 065***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Participant Registration and Attendance Records**

Documents the registration and attendance of participants in sponsored events, activities, and classes.

Records may include registration forms or cards, class or activity rosters, consent/waiver forms and related documents. Information usually includes name, dates, and times of class or activity, fee paid, and name, address, phone number, and signature of participant. Further information may include pertinent medical data, date of birth, signature of parent or guardian, and other data.

3 years

Destroy securely.

August 24, 2005

**GS 066***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Public Information Requests and Documentation**

Sunshine Law Requests; Open Records Requests; Request for Voter Information Data Requests for information pursuant to RSMo 610 (Sunshine Law) and related documentation. May include, but is not limited to: a description of the records being requested (a specific document created on a certain date, or records of a general subject matter within a general date span); whether a copy will be required or the records will be viewed in person; and the name, address, phone number or electronic mail address of the person requesting information. If the record does not exist or cannot be found, certification of this information may be included. When a request is denied, contents may also include a statement of denial, appeal records, documentation of review and decision.

Retain request forms for military information 5 years. (RSMO 59.480) Retain all other requests 3 years.

Destroy

For detailed information about Missouri's Sunshine Law, go to the Attorney General's web site: <http://www.ago.state.mo.us/sunshinelaw/sunshinelaw.htm>.

August 24, 2005

**GS 067***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Vehicle Ownership and Maintenance Records**

Certificate of Title; Registration; Licenses; Warranties; Maintenance Record; Vehicle and Equipment Checklist.

Documents purchase, ownership, licensing and maintenance of all office-owned vehicles. May include, but is not limited to: legal titles, registration documents, purchase invoice, contracts, warranties, inspections, maintenance logs.

Retain titles, licenses, warranties, and maintenance records until vehicle is sold or disposed of. Retain registration records until superseded or disposition of vehicle.

Destroy

August 24, 2005

**GS 069***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Equipment Ownership and Maintenance Records**

Legal titles; warranties; maintenance log

Records documenting the legal ownership and maintenance of all office-owned equipment. May include, but is not limited to: date of purchase or lease; purchase price; contract or lease agreement; warranty information; ownership information; make and model; owner's manual; maintenance/service agreements; maintenance logs.

Retain for the life of the equipment, then transfer to the new owner of the equipment or destroy as appropriate.

See also: Vehicle Ownership and Maintenance Records.

August 24, 2005

**1322***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Street Design Improvement Files**

Reports used to assess cause of accidents on city streets and make street design improvements in order to reduce accidents

May include collision diagrams showing time, direction of approach, weather, type of accident, pavement, accident severity, time of year, type of vehicle, and related documents

5 years

Destroy

**1323***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Backflow Prevention Testing Records**

Documents tests to check for water contamination

5 years

Destroy

Department of Natural Resources mandated test, see 10 CSR 60-11

August 28, 2012

**Special Facilities Records****1401***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Event Files**

Records relating to the leasing of municipal facilities to various groups

May include scheduling, license checklist, equipment rental requests and invoices, contracts, licenses, seating charts, floor plans, work orders, and sales and service reports

5 years after expiration or cancellation of lease

Destroy

**1402***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Special Facilities Regulations**

City, state, and federal regulations unique to the operation of a municipally owned facility

5 years

Destroy

**1403/1404***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Facility Event and Recreation Program Scheduling and Reservation File**

5 years

Destroy

**GS 003***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Adopted Budget**

Official Budget; Approved Budget

Records documenting the final annual financial plan approved by the city, county or other authorizing body.

May include: budget message, financial summaries, revenues and expenditures, operating programs, position and wage analysis, overhead allocations, organizational charts, previous actual and budgeted amounts, and related data.

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office.

August 15, 2001

**GS 004***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Budget Preparation Records**

Budget Working Papers, Budget Requests

Documents used in the preparation of the annual office budget; Estimates expenditures and disbursements.

May include: correspondence, budget requests, proposal and instructions, computer reports, notes, staff reports, worksheets, surveys, and other related materials.

Completion of audit

Destroy

August 15, 2001

**GS 005***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***General Ledgers**

Year end print-out with aggregate totals, Year-end ledger

Documents the summary of accounts, financial receipts and expenditures normally used to monitor, manage and verify the budget and financial position of the office.

May include: debit, credit and balance amounts per account, budget, fund and department numbers, and totals for notes receivable, interest income, amounts due from other funds, federal and state grants received, bank loans received, cash in escrow, deferred loans received, cash, encumbrances, revenues, accounts receivable, accounts payable and other data.

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office.

August 15, 2001

**GS 006***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Subsidiary Ledgers**

Journals, Registers, Monthly Ledgers, Accounting Summary Report File, Revenue Sharing, Trial Balance Fund

May include: date, payee, purpose, fund credited or debited, check number and similar or related data.

Completion of audit

Destroy

August 15, 2001

**GS 007***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Payable Records**~~Invoices, Vouchers, Warrants~~, Billing Records, Refund File

Records documenting payment of bills for goods and services received. Payment from general accounts.

May include: correspondence, reports, invoices, statements, vouchers, purchase orders, payment authorizations, receipt records, canceled checks or warrants, and similar documents.

Completion of audit\*#

Destroy

\*Per RSMo 50.172 (2), County Clerks must keep these records for five (5) years. #Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years

August 15, 2001; Revised August 19, 2014

## Exhibit A

## Clerk's Office Shredded Documents

City of Moberly, Missouri

*(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of January 11, 2021)*

Description	Date Range	# of Boxes
Personnel Sheets	1966-2007	10

Shannon Hance

Shannon Hance, City Clerk

Date of Destruction

**Exhibit A****Employee Personnel Records Shredded****City of Moberly, Missouri**

(This form documents the destruction of Personnel Records in accordance with the State of Missouri Records Retention Schedule, as of August 25, 2015 10yr retention).

DescriptionDate Range# of BoxesPersonnel Files1947-201020

Please see the following attachment for description detail.

Jackie Robinson, Administrative AssistantDate of destruction

**GS 060***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Contracts, Leases, and Agreements**

Memorandum of Understanding

Official agreements enforceable by law to acquire services, equipment, or maintenance.

Documents the terms and conditions of agreements between local government(s), private companies, and individuals.

May include contracts, exhibits, bid documents, change orders and amendments, leases, agreements and significant related correspondence. Information in contracts usually includes contract number, certificate of required insurance, dates, terms, parties involved, period covered, and signatures. May also include leases, rental schedules, specifications, bids awarded and attached copies of payments, receipts, and other supporting papers used in managing the contract.

5 years after expiration \*

Prevailing wage documentation – 1 Year after completion of contract

Destroy

Contracts, leases and agreements in effect are considered VITAL RECORDS (see introduction). Recommend duplicate copies be maintained in a secure location, accessible to authorized personnel in the event of an emergency. \*Consult RSM0 516.110 for any exceptions. Prevailing wage, see 8 CSR 30-3.010

August 24, 2004; Revised August 28, 2012; Revised, August 24, 2017; Revised August 21, 2018

**Personnel Records****GS 026***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employee Personnel Records**

The master personnel records maintained for each employee.

May include: job application, notices of appointment, personnel transaction records reflecting position classification and salary level, employee orientation checklists, payroll withholding information, leave summary record, performance documentation, and other records related to an individual's employment.

Master personnel file, date of separation + 10 years; Employment summary, date of separation + 20 years\*

Destroy securely

Duplicate copies may be kept at the office or department level. These records should be retained one year following separation, then transferred to the Personnel Officer for evaluation. \* If no employment summary is prepared, the personnel file is kept 20 years after separation. Summary files contain the following pertinent information condensed from the personnel files: appointments, resignations, promotions, salary history, years of service, and all accumulate leave.

August 19, 2003; Revised August 20, 2013; Revised August 25, 2015

**GS 027***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employee Medical Records**

Family Medical Leave Act Records; Americans with Disabilities Act Records; Hazardous Exposure Records; Employment Physicals or Screenings

Records documenting an individual employee's work related medical history.

Records may include but are not limited to: medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records (see below), drug testing records, first aid incident records, physical examination statements, Family Medical Leave Act records, release consent forms, and related correspondence. Hazard exposure records document an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous conditions.

Hazard Exposure Records 30 years after separation; all other records 7 years after separation

Destroy securely

These records are not personnel records. Pursuant to the Americans with Disabilities Act, medical records must be kept physically separate from personnel records. See also: 29 CFR 1910.1020 for more information on the retention of Hazard Exposure Records.

August 19, 2003; Updated January 8, 2015

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.

Department: Administration

Date: January 19, 2021

**Agenda Item:** Discussion of COVID Leave Policy.

**Summary:** Federally mandated COVID Leave of 80 hours expired as of 12/31/20 and it does not appear it will be continued. The city's supplemental 80 hours of COVID leave also expires as of 12/31/20. Do circumstances warrant the city extending COVID Leave for the year 2021?

**Recommended Action:** City Staff is not recommending any action at this time other than a discussion by the City Council concerning their thoughts on the issue.

**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 checked="" 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

# City of Moberly

## City Council Agenda Summary

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

WS #3.

Department: Administration

Date: January 19, 2021

**Agenda Item:** Restaurant Curbside To-Go reserved parking discussion.

**Summary:** City staff has received an inquiry about permitting reserved parking for restaurants with curbside to-go service. Section 40-710 of the city code is titled *Reserve Parking for Businesses* and allows for reserved parking for specific locations. This section could be amended to include specific parking locations outside of restaurants if appropriate.

**Recommended**

**Action:** City Staff is seeking direction from the city council on this issue.

**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 checked="" 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. 6810

ORDINANCE NO. 6670

**AN ORDINANCE AMENDING CHAPTER 350 OF THE CLAYTON CITY CODE RELATING TO PARKING RESTRICTIONS AND ENFORCEMENT TO PROVIDE FOR CURBSIDE DELIVERY ZONES IN COMMERCIAL AREAS**

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**WHEREAS**, the City provides parking spaces on City streets and property for the convenience of motorists and patrons of businesses and services within the City of Clayton; and

**WHEREAS**, recent events have demonstrated an evolving and increasingly popular pattern in which patrons of Clayton's restaurants and retailers rely on the convenience and safety of curbside delivery and pick-up of goods rather than longer term vehicle parking and shopping or dining at the facility, and this pattern is reasonably expected to continue in the future; and

**WHEREAS**, the availability of curbside locations to deliver goods to customers is increasingly important to the success of Clayton's restaurateurs and retailers and, therefore, to the character and economic vitality of the City

**WHEREAS**, the City Manager should have the ability to establish fees and parking zone boundaries in accordance with certain guidelines in order to keep pace with changing circumstances and demands;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:**

**Section 1.** The title of Article IV of Chapter 350 of Title III of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended to add "Curbside Pickup" and shall hereafter read as follows:

**Chapter 350. Parking Regulations**

**Article IV. Valet And Curbside Pickup Parking Zones**

**Section 2.** Article IV of Chapter 350 of Title III of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended by the addition of one new Section, initially to be designated as Section 350.235, to read as follows:

## **Chapter 350. Parking Regulations**

### **Article IV. Valet And Curbside Pickup Parking Zones**

#### **Section 350.235 Establishment of Curbside Pickup Parking Zones**

A. Pursuant to the provisions of this Section, curbside pickup parking zones may be established on such public streets and in such places and for such times and in such number as shall be determined by the Director of Public Works to be in the best interest of the City, its citizens and visitors in order to provide convenient short-term parking near the point of destination in those portions of the City designated as commercial districts by Title IV, Zoning Regulations.

B. A curbside pickup parking zone shall be created only upon a written curbside pickup parking permit application submitted to the Director of Public Works by the owner or occupant of the property adjacent to the site of the proposed curbside pickup parking zone setting forth the terms of the proposed operation of the curbside pickup parking zone, which terms shall include, but may not be limited to, those set forth in this Section. Each such application must be accompanied by a non-refundable initial permit application fee of one hundred dollars (\$100.00). Each permit issued shall obligate the holder thereof (the "permittee") to operate the curbside pickup parking zone and perform all of the obligations, duties and responsibilities set forth in the permit and in this Section. The Director of Public Works may impose additional conditions or restrictions on the operation of a given permit as the Director may determine to be reasonable and necessary to protect public safety, avoid disruption or disadvantage to nearby residents or businesses, and in light of the location and surrounding circumstances at issue. All permits shall be subject to renewal by the Director of Public Works as of April first (1st) of every calendar year and payment of the annual fee of one hundred dollars (\$100.00) payable by the renewal date. In determining whether to renew a permit, the Director of Public Works shall consider the manner in which the curbside pickup parking zone has been operated, the degree to which the applicant has complied with the requirements set forth in this Section and the permit, whether the operation of the curbside pickup parking zone at that location has caused a traffic impediment, contributed to disruption of safe traffic movements or posed a safety hazard for motorists, and has been in the best interests of the City and its citizens and visitors.

C. Curbside pickup parking zones shall be established only in those areas designated as "commercial districts" pursuant to Title IV, Zoning Regulations of the Code of Ordinances of the City. Curbside pickup parking zones shall be established only on public streets and adjacent sidewalks as specified in the permit to be issued pursuant to Subsection **(B)** above. The Director of Public Works shall determine the location of all curbside pickup parking zones based on factors including, but not limited to, traffic flow, pedestrian safety, other no parking, valet and other restricted parking zones, and impact on the overall streetscape and business environment. No zone shall be greater than one on-street parking space.

D. Curbside pickup parking zones shall be restricted for use in conjunction with the operation of curbside pickup parking during the hours specified in the permit for each zone, but in no case shall the restriction be in force earlier than 7:00 A.M. or later than 10:00 P.M. Sunday through Saturday.

E. The City shall provide appropriate signage, at its cost, prohibiting parking in curbside pickup parking zones and designating such zones.

F. All vehicles to be parked in curbside pickup parking zones shall be limited to a maximum of ten (10) minutes.

G. The permittee, at its own expense and cost, shall keep the curbside pickup parking zone in a neat and clean condition, free from nuisance and filth and provide for the removal of snow, ice, trash and waste therefrom.

H. The permittee shall operate the curbside pickup parking zone, or cause the same to be operated, in accordance with all requirements of this Section and any conditions required by the applicable permit.

I. The City shall keep and maintain the sidewalk, street and curb of the curbside pickup parking zone in a manner comparable to the rest of the block in which the curbside pickup parking zone is located; provided that this obligation shall not limit or otherwise affect the City's right and power to specially assess for the cost of maintaining the same.

J. The permittee shall provide and maintain, at its own expense and cost, general liability insurance in full force and effect for the curbside pickup parking zones, in standard form generally in use in the State of Missouri with insurance companies having a current "best" rating of not less than A and a financial rating not less than Class VII and authorized to do business in the State of Missouri in an amount determined by the

City Manager from time to time on the basis of liability limits then applicable to the City and an assessment of the City's risks associated with the activity involved. Executed copies of said policies of insurance or certificates thereof shall be delivered to the Director of Public Works within thirty (30) days of the date on which the Director of Public Works authorizes the issuance of the permit. No permit shall be issued unless and until the policy or policies or certificate(s) have been delivered to the Director of Public Works. Not less than thirty (30) days prior to the expiration of the term of each such policy, a renewal or replacement insurance policy or certificate thereof shall be delivered to the Director of Public Works; failure of the permittee to comply with the requirements of this Subsection shall be grounds for immediate termination of the permit notwithstanding any other provision of this Section or the permit. All said policies of insurance delivered to the City must contain a provision that the company writing said policy will give the City twenty (20) days' notice in writing in advance of any cancellation, lapse or reduction in the amount of insurance. All of said policies of insurance must contain a provision naming the City, its agents, employees, guests and invitees as an additional insured.

K. Any curbside pickup parking zone established or curbside pickup parking permit issued pursuant to this Section is subject to suspension or revocation upon a finding by the Director of Public Works, after affording the applicant or permittee an opportunity to be heard thereon, that:

1. Any representation on the permit application was false or fraudulent; or
2. That the curbside pickup parking zone has in any other material way been operated in violation of the conditions or requirements specified in this Section or in the permit regarding the zone in question.

L. Any applicant or permittee aggrieved by a decision of the Director of Public Works in refusing or disciplining a permit may appeal the decision to the City Manager by filing with the City Manager a written request therefor stating wherein and why the Director's decision is in error and specifying the facts in support of the appellant's position within five (5) days of the Director's decision. Judicial review of the City Manager's decision may be had by filing a petition therefor pursuant to Chapter 536, RSMo., in the Circuit Court for St. Louis County, Missouri, within ten (10) days of the Manager's decision.

M. Any person who shall violate any provision of this Section, or any person who shall take part in or assist in the violation of this Section, shall be guilty of a misdemeanor punishable by a fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00) for each violation. Any vehicle parked in violation of the restrictions specified on curbside pickup parking signs installed pursuant to this Section may be subject to being ticketed and towed.

**Section 3.** Subsection (A) of Section 350.240 of Article V of Chapter 350 of Title III of the Code of Ordinances of Clayton, Missouri is hereby amended by the addition and establishment of the following violation and fine schedule:

## **Chapter 350. Parking Regulations**

### **Article V. Penalty For Violations**

#### **Section 350.240. Established Fines For Parking Violations.**

A. Any person who shall violate any provision of this Chapter shall, for each offense, be subject to the following fines:

Section Number	Violation	Due in 14 Days	Due in 15-21 Days	Due in over 22 Days
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[**NOTE:** The rest of Subsection A is not altered, amended or affected in any way by this amendment and remains in full force and effect. For that reason that portion of the Subsection is not set forth here in full.]

350.235	Parked in a Curbside Pickup Zone	\$40.00	\$80.00	\$120.00
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## **Section 4.**

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

**Section 5.**

It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

**Section 6.**

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

**Passed by the Board of Aldermen this 13<sup>th</sup> day of October 2020.**

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Mayor

Attest:

---

City Clerk

# City of Moberly

## City Council Agenda Summary

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

WS #4.

Department: Public Works

Date: January 19, 2021

**Agenda Item:** Receipt of Bids for Oakland Cemetery grave opening and closing.

**Summary:** We advertised for bids on grave opening and closing at Oakland Cemetery. Two bids were received, and staff recommends going with the low bidder. Attached are the advertisement, bids and the bid opening sheet.

**Recommended Action:** Direct staff to bring forward to the February 1, 2021 regular City Council meeting for final approval.

**Fund Name:** Cemetery/Contracted Services

**Account Number:** 100.010.5406

**Available Budget \$:** 17,850.00

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

\_\_\_

### Council Member

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

City of Moberly  
101 West Reed Street  
Moberly, MO 65270  
Fax: 660-263-9398  
Phone: 660-263-4420

## *Facsimile transmittal*

**To:** Monitor Index, KWIX, KRES, KIRK  
KZZT

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**From:** Tom Sanders

**Date:** 12/10/2020

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**Re:** Burial Opening and Closing

**Pages:** 1

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### NOTICE

The City of Moberly will be accepting sealed bids for services (grave opening and closings) at Oakland Cemetery. Sealed bids marked **"Burial Opening & Closing"** must be submitted on forms available at the City Clerk's office. Bids will be accepted at the City Clerk's office until Wednesday, January 6, 2021 at 10:00 a.m.

The City reserves the right to accept or reject any or all bids. For more information, contact the Director of Public Works at City Hall, 660-269-7644.

Submitted by Tom Sanders  
Director of Community Development

**PLEASE PUBLISH IN WEDNESDAY EDITION, DECEMBER 16, 2020**

CITY OF MOBERLY

"BID OPENING"

Date: 01/06/2021  
10:00AM

D&L Trenching

\$ 475.<sup>00</sup> <sup>M-F</sup> Weekdays Standard

\$ 600.<sup>00</sup> Weekend/Holiday Standard

\$ 1000 combined M-F

\$ 1700 combined Weekend/Holiday

\$ 225 Disinterment <sup>Weekend/Holiday</sup> M-F

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

Pick Cundiff

\$ 460 M-F Standard

\$ 575 Weekend/Holiday Standard

\$ 975 Combined M-F

\$ 1175 Weekend/Holiday Combined

\$ 1000 Disinterment all/any

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

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

# Oakland Cemetery Grave Openings & Closings

WS #4.

## CITY OF MOBERLY

### "BID OPENING" Sign-In Sheet

Date: 01/06/2021  
10:00 AM

Name

Company

Shannon Hance

City of Moberly

Carla Beal

City of Moberly

Tom Sanders

u

**OAKLAND CEMETERY**  
**MOBERLY, MISSOURI**

**BURIAL SERVICES – BID FORM**

**STANDARD GRAVE OPENINGS**

- 1.) On weekdays Monday through Friday, \$ 460.00 per grave.
- 2.) On weekends, \$ 575.00 per grave.
- 3.) On holidays, \$ 575.00 per grave.

**COMBINED SPACE BURIAL OPENINGS** – The First Burial shall be 9' deep and 6" of sand shall be placed on top of the vault before backfilling (City will provide the sand). The Second Burial shall be the same as a Standard grave Opening (See Exhibit A).

- 1.) On weekdays, Monday through Friday, \$ 975.00 per grave.
- 2.) On weekends, \$ 1175.00 per grave.
- 3.) On holidays, \$ 1175.00 per grave.

**DISINTERMENT OPENINGS**

- 1.) On weekdays, Monday through Friday, \$ 1000.00 per grave.
- 2.) On weekends, \$ 1000.00 per grave.
- 3.) On holidays, \$ 1000.00 per grave.

Rick Cundiff

Contractor (Name)

2749 et. Pl. 2480 Higbee MO 65257

Address

Rick Cundiff

Signature

1-6-21

Date

**OAKLAND CEMETERY**  
**MOBERLY, MISSOURI**

**BURIAL SERVICES – BID FORM**

**STANDARD GRAVE OPENINGS**

- 1.) On weekdays Monday through Friday, \$ 475<sup>00</sup> per grave.
- 2.) On weekends, \$ 600<sup>00</sup> per grave.
- 3.) On holidays, \$ 600<sup>00</sup> per grave.

**COMBINED SPACE BURIAL OPENINGS** – The First Burial shall be 9' deep and 6" of sand shall be placed on top of the vault before backfilling (City will provide the sand). The Second Burial shall be the same as a Standard grave Opening (See Exhibit A).

- 1.) On weekdays, Monday through Friday, \$ 1,000<sup>00</sup> per grave.
- 2.) On weekends, \$ 1,200<sup>00</sup> per grave.
- 3.) On holidays, \$ 1,200<sup>00</sup> per grave.

**DISINTERMENT OPENINGS**

- 1.) On weekdays, Monday through Friday, \$ 225<sup>00</sup> per grave.
- 2.) On weekends, \$ 225<sup>00</sup> per grave.
- 3.) On holidays, \$ 225<sup>00</sup> per grave.

Danny Koenig D&L Trenching

Contractor (Name)

2339 Hwy D Huntsville mo. 65259

Address

Danny Koenig  
Signature

12-21-20

Date

OAKLAND CEMETERY BURIAL SERVICES									
COMPANY	STANDARD GRAVE OPENING			COMBINED SPACE BURIAL OPENING			DISINTERMENT OPENING		
	Weekdays M-F	Weekends	Holidays	Weekdays M-F	Weekends	Holidays	Weekdays M-F	Weekends	Holidays
D&L Trenching	\$475.00	\$600.00	\$600.00	\$1,000.00	\$1,200.00	\$1,200.00	\$225.00	\$225.00	\$225.00
Rick Cundiff	\$460.00	\$575.00	\$575.00	\$975.00	\$1,175.00	\$1,175.00	\$1,000.00	\$1,000.00	\$1,000.00

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #5.

Department: Parks & Recreation

Date: January 19, 2021

**Agenda Item:** 2021 Fireworks Agreement

**Summary:** The City has had a positive ongoing relationship with J&M Displays for decades. J&M is a very professional and safe company which is responsible for most of the larger shows in Missouri including the show in Jefferson City. Given the size and scale of the show, the professionalism and technical experience required, the potential safety risks given the mass crowd and adjacent forests, and the fact that J&M Displays provides bonus product given the size of the show and early order, staff recommends continuing with J&M Displays in 2021.

The contract is attached for a \$23,000 show after discounts and bonus product (\$28,827.30 value). This is an increase from \$20,000 last year due to a donations. The increase, therefore, will be paid out of the Parks and Recreation budget with said donations. Please see the attached agreement and proposal.

Also note the \$10,000,000 insurance carried by J&M Displays. The City of Moberly will, as in past years, be listed as an additional insured.

### Recommended

**Action:** Ask staff to bring a resolution for approval at the February 1, 2021 meeting.

**Fund Name:** Recreation – Contract Services

**Account Number:** 115.043.5406

**Available Budget \$:** \$16,600

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

# J&M Displays Proposal for: City of Moberly MO

## Flight 1

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Lemon Peony	lemon tail	\$11.70	\$23.40
2	Orange peony		\$11.70	\$23.40
2	Peony with brocade ring assorted	Brocade tail	\$11.70	\$23.40
2	Pink Peony	pink tail	\$11.70	\$23.40
2	Pink peony		\$11.70	\$23.40
2	Purple peony		\$11.70	\$23.40
2	Red peony		\$11.70	\$23.40
2	White peony		\$11.70	\$23.40
2	Blue peony		\$22.30	\$44.60

Category Shell Count: 18

\$231.80

Section Shell Count: 18

## Main Event

## Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Small Finale #2 with reports 100 shot		\$298.60	\$597.20

Category Shell Count: 200

\$597.20

## Ignition Items

Quantity	Name	Rising Effect	Price	Total
545	Igniter 3 meter leads		\$1.95	\$1,062.75
50	Igniter 4 meter leads		\$2.20	\$110.00
1	5 shot finale chain with e-match connectors		\$3.90	\$3.90

Category Shell Count: 0

\$1,176.65

### 3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
10	Silver sparked salute with silver tail	silver tail	\$10.85	\$108.50

Category Shell Count: 10

\$108.50

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Green, orange, and purple peony	Gold tail	\$11.70	\$23.40
2	Red ring pattern		\$11.70	\$23.40
2	Red white and blue peony		\$11.70	\$23.40
2	Silver Spike		\$11.70	\$23.40
2	White ring pattern		\$11.70	\$23.40
2	Glittering willow	glitter tail	\$22.30	\$44.60
2	Assortment B of 20 (5 report& 15 color) Patriotic shells ELECTRIC FIRE	mixed tails	\$229.00	\$458.00
2	Assortment X of 20 (5 salute, 15 color) J&M Brand Shells ELECTRIC FIRE	mixed tails	\$229.00	\$458.00
2	Assortment E of 20 different J&M Brand shells ELECTRIC FIRE		\$230.00	\$460.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$230.00	\$460.00
1	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$230.00	\$230.00
1	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	mixed tails	\$230.00	\$230.00
1	Assortment Z of 10 pairs of 3" J&M shells ELECTRIC FIRE		\$230.00	\$230.00

Category Shell Count: 232

\$2,687.60



# J&M Displays Proposal for: City of Moberly MO

## Main Event

### 3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
4	Multicolor Rays with gold glitter center ELECTRIC FIRE ONLY (cylinder)		\$30.65	\$122.60
2	White strobe		\$30.65	\$61.30
Category Shell Count: 6				\$183.90

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Wave to variegated	Silver tail	\$22.30	\$44.60
2	Purple to dark to Green		\$37.70	\$75.40
2	Red Coco Crossette	red tail	\$37.70	\$75.40
2	Red green and blue moving stars		\$37.70	\$75.40
2	Six angle chrysanthemum	Gold tail	\$37.70	\$75.40
2	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$210.00	\$420.00
2	Assortment U of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$210.00	\$420.00
2	Assortment E of 20 different J&M Brand shells ELECTRIC FIRE		\$420.00	\$840.00
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$840.00
Category Shell Count: 130				\$2,866.20

### 4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
4	Ghost Orange to crackle peony		\$47.35	\$189.40
2	Glittering silver to magenta to green strobe chrys		\$47.35	\$94.70
2	Gold Strobe		\$47.35	\$94.70
Category Shell Count: 8				\$378.80

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$360.00	\$360.00
1	Assortment Q of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$360.00	\$360.00
1	Assortment Z of 10 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$360.00	\$360.00
1	Assortment A of 15 Patriotic J&M shells ELECTRIC FIRE		\$540.00	\$540.00
1	Assortment W of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$540.00	\$540.00
2	Assortment P of 10 Special J&M Brand pattern shells ELECTRIC FIRE		\$600.00	\$1,200.00
Category Shell Count: 80				\$3,360.00

### 5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Golden wave to red to blue chrys		\$72.35	\$72.35
1	Red crackling double hearts		\$72.35	\$72.35
Category Shell Count: 2				\$144.70

# J&M Displays Proposal for: City of Moberly MO

## Main Event

## 6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to silver willow		\$86.80	\$86.80
1	Brocade ring with glitter pistil with double crackle	rising flowers	\$86.80	\$86.80
1	Chrysanthemum to blue to silver with red pistil	whistle tail	\$86.80	\$86.80
1	Chrysanthemum to time rain with time rain and coconut pistil		\$86.80	\$86.80
1	Glittering silver to white chrysanthemum		\$86.80	\$86.80
1	Green strobe willow		\$86.80	\$86.80
1	Green willow		\$86.80	\$86.80
1	Red crossette		\$86.80	\$86.80
1	Sea blue with orange strobe pistil		\$86.80	\$86.80
1	Assortment A of 9 different Patriotic shells ELECTRIC FIRE		\$530.00	\$530.00
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$530.00	\$530.00
1	Assortment N of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$530.00	\$530.00
1	Assortment S of 9 different J&M Brand Shells		\$530.00	\$530.00

Category Shell Count: 45

\$2,901.20

Section Shell Count: 713

## Finales

### 3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color red white and blue peony 10 Shot finale chain	mixed tails	\$139.80	\$838.80
6	Red white and blue dahlia 10 Shot finale chain	mixed tails	\$139.80	\$838.80
3	Report and palm 10 Shot finale chain		\$139.80	\$419.40

Category Shell Count: 150

\$2,097.00

## 4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Red white and blue dahlia 8 shot finale chain	mixed tails	\$221.15	\$663.45
6	Red white and blue peony 8 shot finale chain	mixed tails	\$221.15	\$1,326.90

Category Shell Count: 72

\$1,990.35

## 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Red and Blue Dahlia with silver glitter		\$34.05	\$170.25

Category Shell Count: 5

\$170.25

Section Shell Count: 227

## 8% Free for Early Payment

## Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Brocade Crown King 36 shot		\$130.95	\$261.90
2	Variety color 50 shot		\$166.40	\$332.80
2	Silver tail to variegated coconut chrysanthemum 100 shot		\$298.60	\$597.20

Category Shell Count: 372

\$1,191.90



# J&M Displays Proposal for: City of Moberly MO

## 8% Free for Early Payment

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow waterfall	glitter tail	\$22.30	\$44.60
Category Shell Count: 2				\$1,236.50

### 3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Gold Strobe	Large Brocade tail	\$30.65	\$61.30
Category Shell Count: 2				\$1,297.80

### 5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Twitter glitter to purple butterfly with green eyes		\$72.35	\$72.35
Category Shell Count: 1				\$1,370.15

Section Shell Count: 377

## 15% Free for Multiple Year Agreement

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Blue tail to golden belt w/red glitter green glitter & white glitter 36 shot		\$166.40	\$332.80
2	Silver Strobe Willow w/Silver Strobe Tail 49 shot		\$166.40	\$332.80
2	Silver tails to Red and silver strobe and blue 100 shot		\$166.40	\$332.80
2	1.5" 35 Shot Fan Shape Thunder Tourbillion w/Red & Blue Mine w/Tail		\$216.80	\$433.60
2	Color pearls - orange magenta lemon blue and green 234 shot fan		\$216.80	\$433.60
Category Shell Count: 908				\$1,865.60

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Rainbow crossette		\$37.70	\$75.40
2	Tracer assorted		\$37.70	\$75.40
Category Shell Count: 4				\$2,016.40

### 4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Lemon strobe		\$47.35	\$94.70
Category Shell Count: 2				\$2,111.10

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Twitter glitter to red to blue with red strobe pistil		\$61.40	\$61.40
1	Two times scattering with crackling pistil		\$61.40	\$61.40
Category Shell Count: 2				\$2,233.90



## J&M Displays Proposal for: City of Moberly MO

### 15% Free for Multiple Year Agreement

#### 6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Aqua to crackling ghost peony		\$119.70	\$239.40
1	Blue to red to crackling ghost peony		\$119.70	\$119.70
Category Shell Count: 3				\$2,593.00

Section Shell Count: 919



## J&M Displays Proposal for: City of Moberly MO

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$18,894.15
Discount:	\$1,864.15
Subtotal Fireworks:	<b>\$17,030.00</b>
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$2,300.00
License and Permit:	\$50.00
Shoot Fee:	\$2,500.00
Delivery:	\$920.00
Musical Firing:	
Shoot Cost:	\$200.00
Equipment Rental:	
Barge/Pontoon Fee:	
Total Price of Show:	<b>\$23,000.00</b>

Total Shot Count:	2254
Packing Check:	764
Date of Display:	07/04/21
Customer Number:	10671

### Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$17,030.00 Fireworks Subtotal

\$1,370.15	8% Free for Early Payment
\$2,593.00	15% Free for Multiple Year Agreement
\$3,963.15	Total Free

**Total Value of Show is \$28,827.30. Your Price is \$23,000.00**

### Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



# FIREWORKS DISPLAY AGREEMENT



THIS AGREEMENT is made and entered into this 8 day of January, 2021, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Moberly Parks and Recreation, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$23000 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4, 2021 at approximately 09:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

## 1. Firing of Display (*check one of the below options*):

☒ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

## 2. Payment. The Buyer shall pay to the Seller (*check one of the below options*):

☐ the sum of \$\_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$\_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

☒ \$23000 in full by April 15 (70 days prior to event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

☐ \$\_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

## 3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

## 4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 5 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

## 5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

**6. Buyer agrees to provide:**

- (a)** Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b)** Protection of the display area by roping off or similar facility.
- (c)** Adequate police protection to prevent spectators from entering display area.
- (d)** Dry, clean sand, if needed, for firing.
- (e)** Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f)** Necessary local permits.

**7.** No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

**8.** It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

**9.** The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**10. Excluded Damages and Limitation of Liability.** Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a)** In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b)** In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

**11. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #6.  
 Department: Public Utilities  
 Date: January 19, 2021

**Agenda Item:** Howe Company LLC Contract Amendment #1 for Design of A Stormwater Detention Pond at the Moberly Area Industrial Park

**Summary:** The proposed design services are for the bidding phase services for the improvements to the stormwater detention facilities at the Moberly Area Industrial Park to serve several lots within the Park, including Plumrose. The design of the facility is already under contract.

**Recommended Action:** Authorize Staff to develop a Resolution for approval by the Council at the next regular meeting.

**Fund Name:** Capital Improvement Sales Tax

**Account Number:** 304.000.5410

**Available Budget \$:** 1,181,209.68

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" 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

**Contract Amendment # 1**  
**Additional Services**

This document shall serve as Amendment #1 to the Agreement for Professional Services dated December 13, 2019 between City of Moberly, MO and Howe Company, LLC for Engineering Services related to the Moberly Industrial Park Stormwater Detention Pond (HoweCo project #20H3347).

**Project Understanding:** City of Moberly is intending to provide construction observation.

The reason for this amendment is to accommodate the City of Moberly's request for additional services consisting of:

**Project Bidding Phase Services**

**Lump Sum = \$4,000.00**

- Prepare an advertisement, City of Moberly to place in local paper.
- Sealed bids to be mailed to the City of Moberly – City Clerk.
- Send the advertisement to the plan rooms Eplan and Construct Connect.
- Mail hard copies of the documents to contractors and plan rooms which pay HoweCo for the copies and shipping.
- Distribute PDF versions of the bid documents through [www.howecompany.com](http://www.howecompany.com) which is managed by Howe Company, LLC.
- Respond to contractor's questions during the bidding process and issuing addenda as needed.
- Attend and administer the bid opening.
- Evaluate bids and prepare bid tabulation.
- Prepare recommendation of award, Notice of Award and Notice to Proceed for signatures.

**Construction Contract Administration**

**Lump Sum = \$5,000.00**

- Assemble construction contracts using contractor supplied bonds and insurance certificates.
- Attend & administer a pre-construction conference and coordinate execution and distribution of the contracts with the City and the Contractor.
- Review pay requests with the City Inspector and recommend payment to the City of Moberly, if appropriate.
- Respond to City of Moberly and Contractors questions during construction
- Prepare change order for signatures if required, and circulate.
- Conduct final inspection and provide statement that work is acceptable, if appropriate.

**Construction Observation On-Call, Hourly Basis As-Needed**

- Perform site visits as requested by the City of Moberly. May be authorized by phone or email.
- Provide plan interpretation assistance as requested by City Inspector and contractor.

City of Moberly agrees to compensate Howe Company, LLC the lump sum amounts for the additional services described in this Amendment. The compensation for these Additional Services is in addition to the fees for Basic Services shown in the original agreement.

All Terms and Conditions of the original agreement remain in force.

Agreed to by Howe Company, LLC on this Date: Nov. 6, 2020

By: Shannon J. Howe for Howe Company, LLC  
Shannon J. Howe

Agreed to by City of Moberly on this Date: \_\_\_\_\_

Signature: \_\_\_\_\_ for City of Moberly

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.  
 Department: Police  
 Date: January 19, 2021

**Agenda Item:** A Resolution for a Cooperative backup PSAP Agreement.

**Summary:**

The Moberly Joint Communication 911 center or Public Safety Answering Point desires to have a mutual agreement with Howard County 911 to be each other back up PSAP for the answering of 911 calls. At present, the Moberly Joint Communication PSAP does not have a backup agency, we currently use a back up PSAP location. A dedicated 911 connection between Moberly PSAP and Howard County 911 is required along with compatible 911 equipment and software. Howard County 911 has the proposed PSAP agreement and presented the agreement to their 911 Board on January 13<sup>th</sup>, 2021.

**Recommended Action** Direct staff to bring to the February 1<sup>st</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

## Cooperative Backup PSAP Agreement

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Moberly, Missouri, the "PSAP", and Howard County, Missouri, the "Backup PSAP", and collectively known as the "parties".

**WHEREAS**, the installation of Enhanced-9-1-1 telephone systems has provided one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate emergency response agency will be notified as a result of dialing 9-1-1; and

**WHEREAS**, the parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed; and

**WHEREAS**, it is understood that if 9-1-1 calls are unable to be answered by the PSAP, all calls will be routed to the Backup PSAP:

**NOW THEREFORE**, the parties agree as follows:

### ARTICLE I. General Purpose

It is the purpose of this Agreement to establish certain procedures for handling 9-1-1 calls between the PSAP and the Backup PSAP if the PSAP is unable to receive or transfer its 9-1-1 calls.

### ARTICLE II. Definitions

- A. PSAP – Public Safety Answering Point as defined by the Emergency Services Communication Bureau.
- B. Backup PSAP – Public Safety Answering Point maintained by Howard County, Missouri, designated to take calls on a backup basis and transfer them in accordance with mutually agreed upon call handling procedures.
- C. ANI/ALI – Automatic Number Identification/Automatic Location Identification.

### ARTICLE III. Conditions

- A. Duties performed as a result of this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties.
- B. The cost of operating the PSAP and the Backup PSAP shall remain the responsibilities of the respective parties.

- C. This Agreement applies to Enhanced-9-1-1 telephone calls that are not answered by the PSAP and therefore routed to the Backup PSAP.

#### **ARTICLE IV. Procedures**

- A. 9-1-1 calls not answered by the PSAP will be routed to the Backup PSAP.
- B. Once PSAP acquires the necessary upgraded equipment for this function the Backup PSAP, upon receiving the ANI/ALI information on the call, can determine that the call has been transferred from the PSAP and shall attempt to transfer the call back to the PSAP.

Information on the ANI/ALI screen, such as location or emergency response agency(s) listed will alert the call taker that the call originated from another PSAP.

- C. The Backup PSAP shall, while attempting to transfer the call back to the originating PSAP, stay on the line with the caller. Once answered by the originating PSAP, the Backup PSAP can either remain connected (monitoring the call) or disconnect from the 9-1-1 call after insuring that the call transfer has been completed.
- D. If the call still goes unanswered, the Backup PSAP call taker will take certain information to start processing the call.
- i.) Type of incident/action request.
  - ii.) Verify location information and where emergency services are needed.
  - iii.) Verify telephone callback number and ask name of caller.
  - iv.) Time of incident.
- E. It may be the judgement of the Backup PSAP dispatcher that circumstances require immediate or direct contact with the originating PSAP via mobile radio to relay a message. When possible the procedure described above in (D) shall be used.
- F. The PSAP will continually maintain and provide to the Backup PSAP a list of resources (i.e. primary contact telephone numbers, other information as agreed upon) to enable the Backup PSAP to contact emergency services if it becomes necessary to handle the emergency. As changes arise, updated information shall be forwarded as soon as possible.
- G. If it is necessary to provide other communications equipment or procedures to be able to accomplish the purpose of this Agreement, amendments to this Agreement may be executed identifying the cost obligations of each party for such additional equipment.
- H. The parties shall review this Agreement annually.

#### **ARTICLE V. Relationship Between the Parties**

In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this Agreement and that the acts of its employees performing the service under this Agreement shall be the acts of employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other entity to this Agreement, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, Unemployment Compensation or severance pay.

#### **ARTICLE VI. Sovereign Immunity**

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the PSAP's or Backup PSAP's sovereign immunity. No official, officer, agent, attorney, employee, or representative of the PSAP of the Backup PSAP shall be personally liable to any other party or person for any act taken in furtherance of this Agreement.

#### **ARTICLE VII. Execution**

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 another 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 all of the parties may not have executed the same counterpart.

**IN WITNESS, WHEREOF**, the parties hereto have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**City of Moberly, Missouri**  
**PSAP**  
 Brian Crane, City Manager

\_\_\_\_\_  
**Howard County, Missouri**  
**Backup PSAP**

#### **ACKNOWLEDGEMENTS**

STATE OF MISSOURI                    )  
   ) SS.

COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, a city of the third class and a Missouri municipal corporation and that said instrument was signed on behalf of the City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

My commission expires:

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF HOWARD )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared \_\_\_\_\_, to me known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Howard County, Missouri a County in the State of Missouri and that said instrument was signed on behalf of the County by authority of its County Commission and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said County.

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

My commission expires:

# City of Moberly

## City Council Agenda Summary

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

WS #8.

Department: Public Utilities

Date: January 19, 2021

**Agenda Item:** Discussion Regarding Purchase of New Pickup Truck with Snow Blade, Salt Spreader for Lake Ranger

**Summary:** Replacement of the Lake Ranger truck has been on the Utilities Department budget request for several years, but due to lack of funding, the purchase was postponed. At this time, due to favorable pricing, and funds availability, the Utilities Department would like to purchase the equipment from the State Bid during this fiscal year.

**Recommended Action:** Allow Staff to draft a resolution to purchase this equipment for consideration at the next regular Council meeting.

**Fund Name:** Water Treatment Department, Capital Improvement Plan

**Account Number:** 301.113.5502

**Available Budget \$:** \$20,000.00

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" 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

January 13, 2021

State Contract # CC210581002

City of Moberly

Subject: Joe Machens Proposal on a **2021 Ford F350 Regular Cab 4x4**

To: Whom it May Concern;

As per the requested proposal on a 2021 Ford F350 Regular Cab 4x4, Joe Machens Ford proposes the following. The Ford F350 includes the factory standard options. The Ford F350 includes the State Contract standard options and others as noted below.

**Item #294 Price – Included Equipment**

<b>\$28,718</b> – Item 294 / F3B / 142 – 2021 Ford F350 Regular Cab 4x4 (F3B)	
6.2L V8 fuel-injected gasoline engine (996)	Std. LT Tires, plus full spare and wheel (512)
Mfr. std rear end axle ratio	Std. GVWR
Automatic Transmission	Speed Control and Tilt wheel (525)
Air conditioning	Manual Windows, Locks & Mirrors
LH & RH manual mirrors	Vinyl Flooring
Frontal and Side Impact Air Bags	Cloth Bench type Seat 40/20/40 (1S)
Painted Grey Bumpers	2 sets of keys
AM/FM Radio	Rear Camera
Std. Receiver Hitch, 4/7 pin wiring	Bluetooth
Brakes, 4-wheel ABS	8' Pickup Bed (142" Wheelbase - 56" cab - axle)

**Added Optional equipment (Price – Dealer Code – Option) (Added to Total Below):**

**\$390** – Item 295 / X3E – Limited Slip Axle  
**\$440** – Line 313 / 18B – Running Boards (Factory)  
**\$460** – Line 305B / TCD – LT265/70Rx17E OWL AT Tires in lieu of AS (N/A w/ STX Pkg)  
**\$650** – Line 311A / LNX – Tow Pkg / Spray Liner  
**\$250** – Line 384 / LNX – Undercoating  
**\$270** – Line 304 / 52B – Trailer Brake Controller  
**\$250** – Line 384 / 473 – Snow Plow Prep Pkg  
**\$0** – Z1 – Exterior Color: Oxford White  
**\$0** – 1S – Interior: Grey Cloth 40 / 20 / 40 Bench Seat  
**\$100** – Line 385 / DEL – Delivery / Fees

**Total****\$31,528 per (2021 Ford F350 Regular Cab 4x4, 56" cab to axle)****Other Options to consider (Add to Total above if desired):**

**\$2,040** – Line 309 / 99N – 7.3L V8 Gas Engine in lieu of 6.2L V8 Gas (N/A w/ Bed Delete)  
**\$9,740** – Line 308 / 99T – 6.7L Diesel Engine in lieu of 6.2L V8 Gas  
**\$910** – Item 301 / 90L – Power Windows, Locks, Mirrors and Key Fobs  
**\$1,550** – Line 311B / 53W / 15J / LNX – Factory Gooseneck Hitch / Wiring, Ball & Spray Liner  
**\$2,190** – Line 312 / F3D – Dual Rear Wheels in lieu of Single  
**\$90** – Line 384 / 592 – Roof Clearance Lights  
**\$375** – Line 384 / 85G – Tailgate Step  
**\$0** – Line 384 / AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth  
**\$610** – Line 300 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat)

...continued on following pages...

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • [www.machens.com](http://www.machens.com)

- \$450** – Line 297 / 913 – SYNC 3 (Bluetooth w/ 8" screen) (Req's Power Equip Grp)
- \$640** – Line 298 / 60B – BLIS (Blind Spot Monitors in Mirrors) (Req's Power Equip Grp)
- \$100** – Line 384 / 41H – Engine Block Heater
- \$350** – Line 296 / PTS – 3<sup>rd</sup> Set of Keys
- \$130** – Line 384 / 61S / 62S – Mud flaps Front and Rear
- \$160** – Line 384 / 66S – Upfitter Switches
- \$450** – Line 303 / 595 / 17F – Fog Lights & Chrome Bumpers (N/A w/ STX Pkg)
- \$190** – Line 384 / 924 / 43B – Rear Privacy Glass & Defroster (Req's Power Equip Grp)
- \$1,820** – Line 384 / 17S – STX Appearance Pkg, to incl... (N/A w/ Fog Lamps)
  - Bright Chrome Grille • Bright Hub Covers
  - Chrome Front and Rear Step Bumpers • STX Fender Vent Badge
  - 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)
  - Tires: LT275/65Rx18E BSW A/S (TCH)
- \$180** – Line 305A / TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)
- \$290** – Line 384 / TDU – LT275/70Rx18E OWL A/T in lieu of A/S BSW (Avail with STX only)
- (-\$200)** – Line 384 / 66D – Pickup Bed Delete (Factory) (56" cab to axle)  
(Deletes Hitch if TBC added)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, [ksells@machens.com](mailto:ksells@machens.com)

# KNAPHEIDE

**SINCE 1848**

**Knapheide Truck Equipment**  
 6603 Business 50 West  
 Jefferson City MO 65109  
 Phone: 573-893-5200  
 Fax: 573-893-5344  
 www.jeffcity.knapheide.com

## QUOTATION

Quote ID: GH00003342

Page 1 of 3

**Customer:** CITY OF MOBERLY  
 101 WEST REED  
 MOBERLY MO 65270

**Quote Number:** GH00003342**Quote Date:** 1/12/2021**Quote valid until:** 2/11/2021**Contact:** TIM GRIMSLEY**Phone:** 660-263-4420**Fax:****By:****Prepared** ghamilton**Salesperson:** DAN RANABARGAR**PO#:****Enduser:**

<b>Make:</b>	<b>Model:</b>	<b>Year:</b>	<b>Single/Dual:</b>
<b>Cab Type:</b>	<b>Wheelbase:</b>	<b>Cab-to-Axle:</b>	<b>VIN:</b>

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76980	8' PRO PLUS WESTERN SNOW PLOW ELECTRIC OVER HYDRAULIC HANDHELD CONTROLLER INSTALLED PER MODOT CONTRACT #IFB605CO20001288	\$6,466.00	\$6,466.00
2	NORT CBWPP96	CARBIDE CUTTING EDGE 8' WESTERN PRO PLUS WOULD HAVE TO ORDER	\$373.95	\$747.90
1	GOOD 03220II0424S	SNW DEFL. 3/8"X 10"WIDE X 10' CUT TO FIT ON LENGTH	\$213.59	\$213.59
1	STEI 8' DEF. STRIP	DEFLECTOR STRIP FOR 8' PLOW	\$0.00	\$0.00
1	WS 99031-1	STRIKER ELECTRIC SPREADER STAINLESS STEEL PRODUCT SPECIFICATIONS: Models 2.0 cu yd Body Side Length 8' Capacity 2.0 cu yd Hopper Construction 16 ga SS Hopper Dimensions (LxWxH) 96" x 50" x 33 1/4" Dimensions Overall (LxWxH) 117" x 50" x 51" Min. Bed Length 74 1/2" Approx. Weight (Empty) Dual 12V DC Sealed Motors 615 lb Conveyor Width 15 1/2" Spinner Size 15 1/2" Spreading Width Up to 40' Materials Salt, Sand, Salt/Sand Mix Vehicle Application 3/4- & 1-Ton Pickup Trucks	\$5,374.00	\$5,374.00
1	WS 99033-1	STRIKER HONDA GAS ENGINE SPREADER STAINLESS STEEL PRODUCT SPECIFICATIONS: Models 2.0 cu yd Body Side Length 8' Capacity 2.0 cu yd Hopper Construction 16 ga SS Hopper Dimensions (LxWxH) 96" x 50" x 33 1/4" Dimensions Overall (LxWxH) 117" x 50" x 51" Min. Bed Length 74 1/2" Approx. Weight (Empty) Gas 11 hp I/C Honda® 740 lb Conveyor Width 15 1/2" Spinner Size 15 1/2" Spreading Width Up to 40' Materials Salt, Sand, Salt/Sand Mix	\$6,543.00	\$6,543.00



**Knapheide Truck Equipment**  
**6603 Business 50 West**  
**Jefferson City MO 65109**  
**Phone: 573-893-5200**  
**Fax: 573-893-5344**  
**www.jeffcity.knapheide.com**

**QUOTATION**

Quote ID: GH00003342

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		Vehicle Application 3/4- & 1-Ton Pickup Trucks 3/4- & 1-Ton Pickup Trucks		
1	WS 65605-4	BATTERY KIT SPREADER FOR HONDA GAS SPREADER	\$0.00	\$0.00
1	JCAU 6024	BATTERY	\$0.00	\$0.00
1	WS 99505-1	WORK LIGHT KIT FOR STRIKER SPREADER	\$145.99	\$145.99
			<b>Quote Total:</b>	<b>\$19,490.48</b>
			<b>Discount:</b>	<b>\$0.00</b>
			<b>Total Due(Sales tax not included):</b>	<b>\$19,490.48</b>

**The following options may be added:**

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

**Notes:**

\*\*\* \$605.00 DISCOUNT IF YOU GO WITH A BRIGGS AND STRATTON MOTOR INSIDE OF THE HONDA GAS ENGINE\*\*\*

This Quote is subject to the following terms and conditions:

**Credit Card Policy**

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

**Pricing Policy**

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

**Payment Policy**

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

**Return Policy**

- All sales are final. Purchased parts or products are non returnable.

**Cancellation Policy**

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
-----------------------------------	--