

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
January 16, 2024
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For December 18, 2023, and January 8, 2024.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Presentation From Williams Keepers, LLC., Regarding The City of Moberly's Audit Report.

Public Hearing and Receipt of Bids

3. Receipt Of Bids For A Mower For Oakland Cemetery.

4. Receipt Of Bids For Demolition of 515 S 5th Street.

5. Receipt Of Bids For Kiwanis Park.

Consent Agenda

6. A Resolution Authorizing Funding Of A Matching Grant With The Missouri Division Of Tourism For The Moberly Area Chamber Of Commerce.

7. A Resolution Accepting The Bid Of Crown Power & Equipment Co., LLC, And Authorizing The Purchase Of Grasshopper Lawn Mower For The Public Works Department.

8. A Resolution Approving A Design Engineering Agreement With McClure Engineering Company For The Fennel Community Center Grant.

9. A Resolution Accepting The Bid And Authorizing Contracting With Weideman Dozing For Emergency Demolition Of A Dangerous Structure At 515 S. 5th Street.

10. A Resolution Accepting The Bid Of And Authorizing Contracting With Rhad A. Baker Construction, LLC For Phase One Of The Kiwanis Park Project.

11. A Resolution Approving The Personal Services Agreement With Maxim Golf, LLC For Management Of Heritage Hills Golf Course And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

12. A Resolution Authorizing The Cleaning Of A Sanitary Sewer Line By Ace Pipe Cleaning.

13. A Resolution Authorizing The Cleaning Of Rollins CSO Lagoon.

14. A Resolution Approving An Agreement With DMC Concrete, LLC To Pour Concrete Drying Beds.

Ordinances & Resolutions

15. An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

16. An Ordinance Approving A Sixth Amendment To Purchase Option; And Providing Further Authority.

- [17.](#) An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 1824 South Morley Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.
- [18.](#) A Resolution Accepting The Bid Of Christensen Construction Company And Authorizing Paving Of The Amphitheater Parking Lot.
- [19.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

- [20.](#) Department Head Monthly Reports.

Anything Else to Come Before the Council

- [21.](#) Consideration Of An Appointment To The Fire Prevention Board Of Appeals.

22. Public Comments.

Adjournment

23. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal, Real Estate, And Personnel Matters. §(610.021)(1,2,3) RSMo.

We invite you to attend the meeting virtually by viewing it live on the City of Moberly's Facebook page. A link to the City's Channel may be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting by calling (660) 269-7652 or emailing cityclerk@cityofmoberly.com.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
Department: City Clerk
Date: January 16, 2024

Agenda Item: Approval Of The City Council Meeting Minutes For December 18, 2023, and January 8, 2024.

Summary: Please find minutes from the last regular meeting on 12/18/23, and the special meeting on 01/08/24, in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input checked="" 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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
December 18, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

All stood and recited the pledge of allegiance led by Mayor Brubaker.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons.

A motion was made by Kyser and seconded by Lucas to approve the agenda. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the December 4, and December 5, 2023, Council meetings as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bid was received for a plow and spreader for the public works department. This is a Sourcewell Contract Bid: **Knapheide Truck Equipment Co., \$15,615.58**. A motion was made by Kyser and seconded by Kimmons to accept the bid. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for a three-year lease for Airport Farming: **Phillip Sander**, \$182.30 per acre per year; **Eric Jaecuques**, \$191.00 per acre per year; **Franklin Farms, LLC**, \$216.00 per acre per year. Franklin Farms is proposing an addendum to include significant erosion repair to three areas at the southeast end of the runway to bring it into FSA guideline compliance to be repaired at zero cost to the City based on a five-year lease. A motion was made by Kimmons and seconded by Jeffrey to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Clerk, Shannon Hance. Kyser made a motion for City Clerk, Shannon Hance, to read the Consent Agenda. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

BILL NO. R1571: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SNOW PLOW AND SPREADER FOR THE PUBLIC WORKS DEPARTMENT"

BILL NO. R1572: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FARM LEASE BETWEEN THE CITY OF MOBERLY AND FRANKLIN FARMS, LLC"

BILL NO. R1573: "A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING CONTRACTING WITH WALKER CONSULTANTS FOR A DOWNTOWN PARKING STUDY"

BILL NO. R1574: "A RESOLUTION APPROVING A WORK AUTHORIZATION WITH ARCTURIS INC., FOR BIDDING THROUGH CONSTRUCTION ADMINISTRATION SERVICES AS PART OF THE WAYFINDING SIGN PROJECT"

BILL NO. R1575: "A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS TO PROVIDE EDA GRANT ADMINISTRATION FOR THE MOBERLY INDUSTRIAL PARK"

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR BRUSH REMOVAL BETWEEN THE CITY OF MOBERLY AND RANDOLPH COUNTY, MISSOURI"** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **"A RESOLUTION APPROVING A LEASE AGREEMENT WITH BRITNEY DODGE FOR PROPERTY LOCATED AT 128 N WILLIAMS STREET AND 122A N WILLIAMS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN DECEMBER 1, 2023, AND DECEMBER 14, 2023, IN THE AMOUNT OF \$639,330.80"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from Department Directors.

Kyser made a motion to reappoint Richard Drown to the Board of Adjustment for a five-year term. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Kimmons and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of real estate matters §(610.021)(2) RSMo. Roll Call Vote: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

A motion was made by Kimmons and seconded by Lucas to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Work Session

The Following Was Discussed At The Work Session:

An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

A Request From The Chamber Of Commerce For Matching Funds For A Marketing Grant.

Receipt Of Bids For A Mower For Oakland Cemetery.

Review Of Fennel Design Engineering Agreement.

An Ordinance Granting A Special Tax Bill For Demolition Costs At 1824 S. Morley.

Receipt Of Bids For Demolition of 515 S 5th Street.

Consideration Of An Appointment To The Fire Prevention Board Of Appeals.

Kiwanis Park Phase 1 Bids.

Heritage Hills Management Contract With Maxim.

Ace Pipe Cleaning – 42 In Sanitary Sewer Line Cleaning.

Ace Pipe Cleaning-Rollins CSO Lagoon.

DMC Concrete Expanding The Rollins CSO Material Drying Bed.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
January 8, 2024**

The Moberly City Council met in a special session at 1:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

All stood and recited the pledge of allegiance led by Mayor Brubaker.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons.

A motion was made by Kyser and seconded by Lucas to adjourn to a closed session to discuss legal matters. §(610.021)(1) RSMo. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker reopened the meeting.

A motion was made by Jeffrey and seconded by Kimmons to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Finance

Date: January 16, 2024

Agenda Item: A Presentation From Williams Keepers, LLC., Regarding The City of Moberly's Audit Report.

Summary: Attached are the audit reports from our completed FY2023 audit. Williams Keepers issued an unmodified or "clean" audit opinion on the financial statements for the year. Please pay special attention to the Auditors Communication Letter and Management Letter as those are specifically for your review. Amanda Shultz, the partner in charge of the audit, will be here to present and answer any questions at the meeting on the 16th.

Recommended

Action: Informational only. No action is required.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed

Failed

CITY OF MOBERLY
AUDITORS' COMMUNICATION LETTER
JUNE 30, 2023

December 22, 2023

To the City Council
City of Moberly

We have audited the modified cash basis financial statements of each major fund and the aggregate remaining fund information of the City of Moberly (the City) for the year ended June 30, 2023. Professional standards require that we communicate to you the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated August 24, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As a part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we also performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involved judgment about the number of transactions examined and the areas tested.

Our audit included updating our understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

According to U.S. generally accepted auditing standards (GAAS), significant risks of material misstatement include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we considered these as significant risks.

We performed the audit according to the planned scope and timing previously communicated to management during our preliminary audit meetings.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during fiscal year 2023. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period based on the modified cash basis of accounting utilized by the City.

The City's financial statements are prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles (GAAP). The modified cash basis of accounting inherently has certain limitations, including the inability to accurately reflect an entity's financial condition as only certain assets and liabilities are recorded in the financial statements. Reported revenues and expenditures/expenses can differ by substantial amounts by using the modified cash basis of accounting as compared to GAAP as transactions are often reported in different periods. The primary differences between the modified cash basis of accounting and GAAP for the City are that capital assets and long-term debt are not reported, and the effects of outstanding receivables and outstanding payables are not included in the financial statements.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the City's financial statements was the disclosure of commitments and contingencies. We evaluated the key factors and assumptions used to develop this estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were cash and cash equivalents, investments, long-term debt, and commitments and contingencies.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the City's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 22, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as the City's auditors. However, any such discussions occurred in the normal course of our professional relationship, and, to the best of our knowledge, our responses were not a condition to our retention.

Other Matters

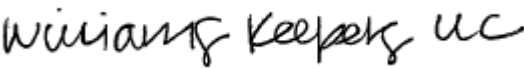
We were engaged to report on supplementary information that accompanies the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of Moberly and is not intended to be, and should not be, used by anyone other than these specified parties.

We thank the City’s management and staff for their assistance during the course of our audit. We appreciate the opportunity to be of service.

Sincerely,

A handwritten signature in black ink that reads "Williams-Keepers LLC". The script is cursive and fluid.

WILLIAMS-KEEPERS LLC

CITY OF MOBERLY
ANNUAL FINANCIAL REPORT
JUNE 30, 2023

**CITY OF MOBERLY
ANNUAL FINANCIAL REPORT
JUNE 30, 2023**

TABLE OF CONTENTS

FINANCIAL SECTION	PAGE
Independent Auditors' Report	1 – 3
Basic Financial Statements:	
Fund Financial Statements:	
Balance Sheet – Governmental Funds – Modified Cash Basis	4
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds – Modified Cash Basis	5
Statement of Net Position – Proprietary Funds – Modified Cash Basis	6
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds – Modified Cash Basis	7
Statement of Fiduciary Net Position – Modified Cash Basis	8
Statement of Changes in Fiduciary Net Position – Modified Cash Basis	9
Notes to Basic Financial Statements	10 – 26
 SUPPLEMENTARY INFORMATION	
Combining Balance Sheet – Non-Major Governmental Funds – Modified Cash Basis	27 – 28
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds – Modified Cash Basis	29 – 30
Statement of Revenues, Expenditures, and Changes in Fund Balances – Modified Cash Basis – Budget and Actual:	
General Fund	31
Parks and Recreation Fund	32
ARPA Grant Fund	33
Transportation Trust Fund	34
Downtown NID Fund	35
LAGERS (Pension Plan) Schedule of Changes in Net Pension Liability and Related Ratios	36
LAGERS (Pension Plan) Schedule of Contributions – Last Ten Fiscal Years	37
 SINGLE AUDIT REPORTS	
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	38 – 39
Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance as Required by the Uniform Guidance	40 – 42
Schedule of Expenditures of Federal Awards	43
Schedule of Findings and Questioned Costs	44 – 45
Summary of Prior Audit Findings	46

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the City Council
City of Moberly

Report on the Financial Statements

Opinions

We have audited the accompanying modified cash basis financial statements of each major fund and the aggregate remaining fund information for the City of Moberly (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position – modified cash basis of each major fund and the aggregate remaining fund information of the City as of June 30, 2023, and the respective changes in financial position – modified cash basis for the year then ended in accordance with the basis of accounting as described in Note 1.

Basis for Opinions

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an (or update our) understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinions are not modified with respect to this matter.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information listed in the table of contents and the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole, on the basis of accounting described in Note 1.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated December 22, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

William F. Keppel UC

Columbia, Missouri
December 22, 2023

BASIC FINANCIAL STATEMENTS

**CITY OF MOBERLY
BALANCE SHEET
MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
June 30, 2023**

	Major Funds						
	General Fund	Parks and Recreation Fund	ARPA Grant Fund	Transportation Trust Fund	Downtown NID Fund	Non-Major Funds	Total
ASSETS							
Cash and cash equivalents	\$ 3,410,093	\$ 1,050,632	\$ 2,657,021	\$ 2,807,227	\$ 1,746,588	\$ 2,535,828	\$ 14,207,389
Due from other funds	2,011,037	-	-	-	-	-	2,011,037
Prepaid expenses	446,972	64,731	-	-	-	34,512	546,215
Total assets	<u>\$ 5,868,102</u>	<u>\$ 1,115,363</u>	<u>\$ 2,657,021</u>	<u>\$ 2,807,227</u>	<u>\$ 1,746,588</u>	<u>\$ 2,570,340</u>	<u>\$ 16,764,641</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Due to other funds	\$ -	\$ 8,746	\$ -	\$ -	\$ -	\$ 1,821,100	\$ 1,829,846
Other payables	55,426	12,550	-	-	-	-	67,976
Total liabilities	<u>55,426</u>	<u>21,296</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,821,100</u>	<u>1,897,822</u>
Fund balances:							
Nonspendable	446,972	64,731	-	-	-	577,525	1,089,228
Restricted for:							
Parks and recreation	-	1,029,336	-	-	-	-	1,029,336
Transportation	-	-	-	2,807,227	-	-	2,807,227
Tourism	-	-	-	-	-	207,891	207,891
Capital outlay	-	-	-	-	-	982,985	982,985
Grant activity	-	-	2,657,021	-	-	257,094	2,914,115
Public safety	-	-	-	-	-	15,928	15,928
Special taxing district activity	-	-	-	-	1,746,588	528,917	2,275,505
Assigned for:							
Capital outlay	154,700	-	-	-	-	-	154,700
Debt service	1,098,161	-	-	-	-	-	1,098,161
Economic development	17,109	-	-	-	-	-	17,109
Transportation	540,125	-	-	-	-	-	540,125
Unassigned	3,555,609	-	-	-	-	(1,821,100)	1,734,509
Total fund balances	<u>5,812,676</u>	<u>1,094,067</u>	<u>2,657,021</u>	<u>2,807,227</u>	<u>1,746,588</u>	<u>749,240</u>	<u>14,866,819</u>
Total liabilities and fund balances	<u>\$ 5,868,102</u>	<u>\$ 1,115,363</u>	<u>\$ 2,657,021</u>	<u>\$ 2,807,227</u>	<u>\$ 1,746,588</u>	<u>\$ 2,570,340</u>	<u>\$ 16,764,641</u>

See accompanying notes to the basic financial statements.

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
Year Ended June 30, 2023

	Major Funds						
	General Fund	Parks and Recreation Fund	ARPA Grant Fund	Transportation Trust Fund	Downtown NID Fund	Non-Major Funds	Total
REVENUES							
Taxes:							
Sales and use	\$ 3,824,657	\$ 1,463,619	\$ -	\$ 1,464,428	\$ -	\$ 1,571,606	\$ 8,324,310
Franchise	2,237,609	-	-	-	-	-	2,237,609
Property	1,250,958	579,351	-	-	-	223,816	2,054,125
Motor vehicle and license	692,349	-	-	-	-	-	692,349
Other	85,284	193,826	-	-	-	106,420	385,530
Licenses, permits and fees	469,413	-	-	-	-	-	469,413
Charges for goods and services	841,086	419,382	-	-	-	655,921	1,916,389
Grants and contributions	59,222	15,500	1,436,892	10,339	-	53,683	1,575,636
Interest	103,298	24,851	71,466	75,114	2,255	69,886	346,870
Miscellaneous	1,133,556	1,057,479	-	59,110	-	42,288	2,292,433
Total revenues	10,697,432	3,754,008	1,508,358	1,608,991	2,255	2,723,620	20,294,664
EXPENDITURES							
General government	2,086,597	60,074	-	-	-	2,322,036	4,468,707
Public safety	4,280,944	-	-	-	-	628,869	4,909,813
Economic and community development	526,450	-	-	-	-	-	526,450
Transportation	1,200,700	-	-	256,584	-	-	1,457,284
Parks and recreation	-	1,994,833	-	-	-	-	1,994,833
Capital outlay	858,658	1,742,108	-	770,193	-	70,035	3,440,994
Debt service:							
Principal	39,831	114,752	-	-	81,259	-	235,842
Interest and fees	3,695	1,382	-	-	47,656	-	52,733
Total expenditures	8,996,875	3,913,149	-	1,026,777	128,915	3,020,940	17,086,656
Excess (deficiency) of revenues over (under) expenditures	1,700,557	(159,141)	1,508,358	582,214	(126,660)	(297,320)	3,208,008
OTHER FINANCING SOURCES (USES)							
Transfers in	45,452	100,000	-	-	141,806	367,140	654,398
Transfers (out)	(403,257)	-	(29,905)	-	-	(751,490)	(1,184,652)
Total other financing sources (uses)	(357,805)	100,000	(29,905)	-	141,806	(384,350)	(530,254)
Net change in fund balances	1,342,752	(59,141)	1,478,453	582,214	15,146	(681,670)	2,677,754
Fund balances - beginning	4,469,924	1,153,208	1,178,568	2,225,013	1,731,442	1,430,910	12,189,065
Fund balances - ending	\$ 5,812,676	\$ 1,094,067	\$ 2,657,021	\$ 2,807,227	\$ 1,746,588	\$ 749,240	\$ 14,866,819

See accompanying notes to the basic financial statements.

CITY OF MOBERLY
STATEMENT OF NET POSITION
MODIFIED CASH BASIS
PROPRIETARY FUNDS
June 30, 2023

	Major Enterprise Funds			Internal Service Fund
	CWWSS Fund	Solid Waste Fund	Total	Health Trust Fund
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,616,829	\$ 834,081	\$ 2,450,910	\$ 329,605
Prepaid expenses	122,993	-	122,993	-
Total current assets	1,739,822	834,081	2,573,903	329,605
Non-current assets:				
Restricted cash and cash equivalents	3,445,564	-	3,445,564	-
Restricted investments	1,053,868	-	1,053,868	-
Total non-current assets	4,499,432	-	4,499,432	-
Total assets	6,239,254	834,081	7,073,335	329,605
LIABILITIES				
Current liabilities:				
Due to other funds	180,953	238	181,191	-
Other payables	221,291	10,599	231,890	-
Total liabilities	402,244	10,837	413,081	-
NET POSITION				
Restricted for debt service	4,499,432	-	4,499,432	-
Unrestricted	1,337,578	823,244	2,160,822	329,605
Total net position	\$ 5,837,010	\$ 823,244	\$ 6,660,254	\$ 329,605

See accompanying notes to the basic financial statements.

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
MODIFIED CASH BASIS
PROPRIETARY FUNDS
Year Ended June 30, 2023

	Major Enterprise Funds			Internal Service Fund
	CWWSS Fund	Solid Waste Fund	Total	Health Trust Fund
REVENUES				
Charges for services	\$ 6,242,201	\$ 1,278,732	\$ 7,520,933	\$ 2,003,869
Operating grants and contributions	13,770	-	13,770	-
Total operating revenues	6,255,971	1,278,732	7,534,703	2,003,869
OPERATING EXPENSES				
Personnel services	1,803,844	-	1,803,844	-
Contractual services	1,160,618	1,166,432	2,327,050	2,044,335
Repairs and maintenance	711,569	-	711,569	-
Materials and supplies	1,050,774	398	1,051,172	-
Capital outlay	679,200	175	679,375	-
Miscellaneous	160,918	43,045	203,963	-
Debt service:				
Principal	1,748,734	-	1,748,734	-
Interest and fees	127,139	-	127,139	-
Total operating expenses	7,442,796	1,210,050	8,652,846	2,044,335
Operating income (loss)	(1,186,825)	68,682	(1,118,143)	(40,466)
NON-OPERATING REVENUES (EXPENSES)				
Interest	184,195	21,658	205,853	7,759
Miscellaneous	136,092	-	136,092	-
Transfers in	8,217,170	-	8,217,170	-
Transfers (out)	(7,686,916)	-	(7,686,916)	-
Total non-operating revenues	850,541	21,658	872,199	7,759
Change in net position	(336,284)	90,340	(245,944)	(32,707)
Total net position - beginning	6,173,294	732,904	6,906,198	362,312
Total net position - ending	\$ 5,837,010	\$ 823,244	\$ 6,660,254	\$ 329,605

See accompanying notes to the basic financial statements.

CITY OF MOBERLY
STATEMENT OF FIDUCIARY NET POSITION
MODIFIED CASH BASIS
June 30, 2022

	<u>Custodial Fund</u>
	<u>Veterans' Flag Project Fund</u>
ASSETS	
Cash and cash equivalents	<u>\$ 40,437</u>
Total assets	<u> 40,437</u>
NET POSITION	
Amount held for others	<u> 40,437</u>
Total net position	<u><u>\$ 40,437</u></u>

CITY OF MOBERLY
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
MODIFIED CASH BASIS
Year Ended June 30, 2023

	<u>Custodial Fund</u>
	<u>Veterans' Flag Project Fund</u>
ADDITIONS	
Interest	\$ 1,143
Miscellaneous	<u>3,039</u>
Total additions	<u>4,182</u>
DISBURSEMENTS	
Distributions to others	<u>2,607</u>
Total disbursements	<u>2,607</u>
Change in net position	1,575
Net position, July 1	<u>38,862</u>
NET POSITION, JUNE 30	<u><u>\$ 40,437</u></u>

CITY OF MOBERLY

NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies employed in the preparation of the accompanying financial statements, as presented on the basis set forth in Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments* as modified for the basis of accounting used by the government.

A. Reporting Entity

The City of Moberly (the City) is an incorporated city located in Randolph County, Missouri. The City operates under a Mayor-Council form of government. The City provides services to its approximately fourteen thousand residents in many areas including: emergency management, law enforcement, parks and recreation, water and sewer utilities, and various social services. These services do not include education, which is provided by separate governmental entities.

The basic financial statements include all of the funds relevant to the operations of the City. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the City that have been determined not to be component units as defined by GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – an Amendment of GASB Statements No. 14 and 34*.

In evaluating how to define the government for financial reporting purposes, management has considered all potential component units. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. Financially accountable means the primary government is able to impose its will or the component unit may provide financial benefits or impose a burden on the primary government. In addition, component units can be other organizations for which the nature and significance of the relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

As required by U.S. generally accepted accounting principles (GAAP), the City has evaluated the above criteria to determine whether any other entity meets the definition of a component unit and must be included in these financial statements, noting none.

B. Basis of Accounting and Financial Statement Presentation

The financial statements have been prepared using the modified cash basis of accounting. Revenues are recorded when received rather than when susceptible to accrual, and expenditures/expenses are recorded when paid rather than when the liability is incurred. This is a comprehensive basis of accounting other than GAAP. The modification to the cash basis of accounting results from recording prepaid expenses and other payables as result of certain cash transactions.

Typically, government financial statements would be presented as three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. However, because the City's financial statements have been prepared using the modified cash basis of accounting, as described above, the fund financial statement information is presented in the same manner as government-wide financial statements would be, only with more detail. Therefore, the City's basic financial statements include: 1) fund financial statements and 2) notes to the financial statements.

The City uses funds to report its financial position and results of its operations in the fund financial statements. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts. Funds are classified into three categories: governmental, proprietary, and fiduciary.

Separate fund financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

General Fund – The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund or designated by management for expenditures for specified purposes.

Parks and Recreation Fund – This special revenue fund was established to account for property taxes, sales taxes, and other financial resources restricted for parks and recreation purposes.

ARPA Grant Fund – This special revenue fund was established to account for American Rescue Plan Act (ARPA) grant revenue restricted for grant activity.

Transportation Trust Fund – This special revenue fund was established to account for sales taxes and other financial resources restricted for transportation purposes.

Downtown NID Fund – This special revenue fund was established to account for financial resources restricted for the downtown neighborhood improvement district.

The City reports the following major proprietary funds:

Enterprise funds:

Combined Waterworks and Sewerage System (CWWSS) Fund – This enterprise fund accounts for the provision of water and sewer utility services to the residents of the City.

Solid Waste Fund – This enterprise fund accounts for the provision of solid waste utility services to the residents of the City.

Internal service fund:

Health Trust Fund – This internal service fund accounts for the financing of the City's employee health plan.

In addition, the City reports the following fiduciary fund:

Veteran's Flag Project Fund – This custodial fund accounts for funds collected by the City to purchase flags to be displayed in Oakland Cemetery at various times throughout the year. The funds collected by the City are subsequently remitted to the Cemetery.

C. Cash and Cash Equivalents

Cash and cash equivalents may include cash on hand, demand deposits, and certificates of deposits.

D. Investments

Investments may include any investment allowed by state statute as defined in Note 3. Investments are reported at cost.

E. Capital Assets

As a result of using the modified cash basis of accounting, capital assets are recorded as expenditures/expenses at the time the payment is made. As such, no balances for capital assets or accumulated depreciation are reported in the financial statements.

F. Long-term Debt

As a result of using the modified cash basis of accounting, long-term debt is not recorded in the financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest is reported as expenditures/expenses. The City's long-term debt consists primarily of bonds and leases payable.

G. Equity

In the governmental fund financial statements, equity is displayed in five components as follows:

Nonspendable – This consists of amounts that are not in a spendable form or are legally or contractually required to be maintained intact.

Restricted – This consists of amounts that are constrained to specific purposes by their providers, through constitutional or contractual provisions or by enabling legislation.

Committed – This consists of amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority (the City Council) by the end of the fiscal year. The City Council can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken to remove or revise the limitation.

Assigned – This consists of amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. The City Council can assign fund balance; however, an additional formal action does not have to be taken for the removal of the assignment.

Unassigned – This consists of amounts that are available for any purpose and can only be reported in the General Fund.

The City did not have any committed fund balances as of June 30, 2023.

In the proprietary fund financial statements, equity is displayed in two components as follows:

Restricted – This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted – This consists of net position that does not meet the definition of "restricted."

H. Compensated Absences

Vacation and sick leave are considered expenditures/expenses in the year paid. Unused vacation days are payable upon termination.

I. Post-Employment Benefits

For personnel hired prior to July 1, 2017, the City provides health and dental insurance to employees who retire after thirty years of service with the City. The coverage is provided until the employee qualifies for Medicare. As of June 30, 2023, there were ten employees that qualified for benefits and the City contributed approximately \$650 per employee to the Health Trust Fund on a monthly basis. Contributions totaled \$92,400 during the year ended June 30, 2023.

J. Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

K. Subsequent Events

Events that occurred subsequent to June 30, 2023, have been evaluated through December 22, 2023, which is the date the financial statements were available to be issued.

2. LEGAL COMPLIANCE – BUDGET

The City's policy is to prepare the operating budgets in accordance with the modified cash basis of accounting. The City prepared budgets for all fund types for the year ended June 30, 2023.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1) Prior to July 1, the City Manager and Finance Department submit to the City Council a proposed operating budget for the fiscal year commencing July 1. The operating budget includes proposed expenditures/expenses and the means of financing them.
- 2) The proposed budget is available for public inspection.
- 3) Prior to June 30, the budget is legally enacted through passage of an ordinance.
- 4) The City Manager and Finance Department are authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total revenues or total expenditures/expenses of any fund must be approved by the City Council.
- 5) All appropriations lapse at year end.

The reported budgetary data represents the final approved budget after amendments as adopted by the City Council. The budget was amended during the year.

3. CASH AND CASH EQUIVALENTS AND INVESTMENTS

Deposits

Missouri State Statutes authorize the City to deposit funds in any investments allowed by the State Treasurer. These include obligations of the U.S. Treasury, federal agencies and instrumentalities, certificates of deposits, and repurchase agreements.

Custodial credit risk for deposits is the risk that, in the event of bank failure, the government's deposits may not be returned to it. The City's deposits with financial institutions must be collateralized in an amount at least equal to uninsured deposits. The City's deposits are categorized to give an indication of the level of custodial risk assumed by the City.

Deposits, categorized by level of custodial risk, were as follows as of June 30, 2023:

	Cash and Cash Equivalents	Petty Cash	Total
Bank balance			
Insured by the FDIC	\$ 250,000	\$ -	\$ 250,000
Collateralized with securities pledged by the financial institution in the government's name	18,144,592	-	18,144,592
	<u>\$ 18,394,592</u>	<u>\$ -</u>	<u>\$ 18,394,592</u>
Carrying value	<u>\$ 20,468,695</u>	<u>\$ 5,210</u>	<u>\$ 20,473,905</u>

A reconciliation of cash and cash equivalents as shown in the financial statements is as follows:

	Balance Sheet Governmental Funds	Statement of Financial Position Proprietary Funds	Statement of Fiduciary Net Position	Total
Cash and cash equivalents	\$ 14,207,389	\$ 2,780,515	\$ 40,437	\$ 17,028,341
Restricted cash and cash equivalents	-	3,445,564	-	3,445,564
	<u>\$ 14,207,389</u>	<u>\$ 6,226,079</u>	<u>\$ 40,437</u>	<u>\$ 20,473,905</u>

Investments

Missouri State Statutes authorize the City to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, collateralized certificates of deposits, and the State Treasurer's investment pool. The City's investments consist of certificates of deposits and money market mutual funds, which are reported in the financial statements at cost.

As of June 30, 2023, the City had the following investment balances:

	Investment Maturities (in years)			Fair Value	Carrying Value
	Less than 1	1-5	Over 5		
Restricted:					
Money market mutual funds	\$ -	\$ -	\$ 1,053,868	\$ 1,053,868	\$ 1,053,868
Total investments	\$ -	\$ -	\$ 1,053,868	\$ 1,053,868	\$ 1,053,868

Interest rate risk – Interest rate risk is the risk that the fair values of investments will be adversely affected by a change in interest rates. As the City uses the modified cash basis of accounting, the City does not have any interest rate risk in investments.

Credit risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Credit risk is measured using credit quality ratings of investments in debt securities as described by nationally recognized rating agencies such as Standard & Poor’s and Moody’s. Missouri State Statutes authorize the City to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, collateralized certificates of deposits, and the State Treasurer’s investment pool. The City has no investment policy that would further limit its investment choice.

Concentration of credit risk – Concentration of credit risk is the risk of loss attributed to the magnitude of investment in a single issuer. The City places no limit on the amount the City may invest in any one issuer.

Custodial credit risk – For an investment, this is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in possession of an outside party. The City does not have any custodial risk in investments.

4. RESTRICTED CASH AND CASH EQUIVALENTS AND INVESTMENTS

As of June 30, 2023, cash and cash equivalents and investments were restricted for various uses as follows:

	Cash and Cash	
	Equivalents	Investments
CWWSS Fund:		
Restricted for debt service	\$ 3,445,564	\$ 1,053,868

5. INTERFUND RECEIVABLES/PAYABLES AND TRANSFERS

Interfund receivables and payables as of June 30, 2023, resulting from interfund activity were as follows:

	Interfund Receivable	Interfund Payable
Governmental funds:		
General Fund	\$ 2,011,037	\$ -
Parks and Recreation Fund	-	8,746
Non-Major Funds	-	1,821,100
Proprietary funds:		
CWWSS Fund	-	180,953
Solid Waste Fund	-	238
Total	<u>\$ 2,011,037</u>	<u>\$ 2,011,037</u>

These balances either originated during prior fiscal years and were not settled during fiscal year 2023, or originated during fiscal year 2023 as a result of current year activity between the funds.

A summary of interfund transfers for the year ended June 30, 2023, follows:

	Transfers In	Transfers Out
Governmental funds:		
General Fund	\$ 45,452	\$ 403,257
Parks and Recreation Fund	100,000	-
ARPA Grant Fund	-	29,905
Downtown NID Fund	141,806	-
Non-Major Funds	367,140	751,490
Proprietary funds:		
CWWSS Fund	<u>8,217,170</u>	<u>7,686,916</u>
Total	<u>\$ 8,871,568</u>	<u>\$ 8,871,568</u>

The purpose of these transfers is to subsidize the operations and support the fund balance/net position of the fund receiving the transfer.

6. LONG-TERM DEBT

The following is a summary of the City's long-term debt transactions for the year ended June 30, 2023:

	Beginning Balance	Additions	Retirements	Ending Balance	Amount Due in One Year
Governmental funds:					
Police software lease	\$ 123,072	\$ -	\$ 39,831	\$ 83,241	\$ 41,026
Heritage Hills Golf Course equipment lease	60,806	-	14,752	46,054	15,016
Street equipment lease	-	322,702	-	322,702	104,507
Fire equipment lease	-	576,612	-	576,612	78,432
Rothwell Park solar pavilion lease	-	446,174	-	446,174	22,569
Heritage Hills Golf Course note	700,000	-	100,000	600,000	100,000
Revenue bonds	1,582,561	-	81,259	1,501,302	83,634
Proprietary funds:					
Water equipment lease	4,057,506	-	568,734	3,488,772	439,253
Revenue bonds	4,740,000	-	1,180,000	3,560,000	1,210,000
	<u>\$ 11,263,945</u>	<u>\$ 1,345,488</u>	<u>\$ 1,984,576</u>	<u>\$ 10,624,857</u>	<u>\$ 2,094,437</u>

The State Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for "city purposes" not to exceed 10% of the assessed value of taxable tangible property and to incur additional general obligation indebtedness not to exceed, in the aggregate, an additional 10% of the assessed value of taxable tangible property, for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm wastewater systems, and purchasing or constructing waterworks, electric or other light plants, provided that the total general obligation indebtedness of the city does not exceed 20% of the assessed valuation of taxable property.

Based on the assessed valuation as of January 1, 2022, of \$184,713,325, the constitutional total general obligation debt limit was \$36,942,665, which provides a general obligation debt margin of \$35,441,363.

Leases

Governmental funds:

In November 2017, the City entered into a lease purchase agreement for police software. The lease bears interest at 2.96%. Principal payments are due annually through November 2024, at which time the City can purchase the software for \$1. The City has been satisfying its obligation to make the minimum lease payments under the lease purchase agreement from the General Fund's revenues. The lease is secured by the software.

In October 2020, the City entered into a lease purchase agreement for golf course irrigation equipment. The lease bears interest at 2.39%. Principal payments are due annually through October 2025, at which time ownership of the equipment will transfer to the City. The City has been satisfying its obligation to make the minimum lease payments under the lease purchase agreement from the Heritage Hills Golf Course Fund's revenues. The lease is secured by the equipment.

In August 2022, the City entered into a lease purchase agreement for two dump trucks for the street department. The lease bears interest at 2.90%. Principal payments are due annually through August 2025, at which time the City can purchase the equipment for \$1. The City has been satisfying its obligation to make the minimum lease payments under the lease purchase agreement from the General Fund's revenues. The lease is secured by the equipment.

In August 2022, the City entered into a lease purchase agreement for a fire pumper truck. The lease bears interest at 1.63%. Principal payments are due annually through August 2029, at which time the City can purchase the equipment for \$1. The City has been satisfying its obligation to make the minimum lease payments under the lease purchase agreement from the General Fund's revenues. The lease is secured by the equipment.

In August 2022, the City entered into a lease purchase agreement for a solar pavilion. The lease bears interest at 3.78%. Principal payments are due annually through August 2037, at which time the City can purchase the equipment for \$1. The City has been satisfying its obligation to make the minimum lease payments under the lease purchase agreement from the General Fund's revenues. The lease is secured by the equipment.

Proprietary funds:

In November 2019, the City entered into a lease purchase agreement for water equipment. The lease bears interest at 2.945%. Principal payments are due quarterly through November 2030, at which time the City has the option to purchase the equipment. The City will satisfy its obligation to make the minimum lease payments under the lease purchase agreement from the CWWSS Fund's operating revenues. The lease is secured by the equipment.

These lease purchase agreements qualify as leased purchases for accounting purposes because ownership is assumed to transfer upon satisfaction of the entire lease obligation. However, as a result of the City using the modified cash basis of accounting, the leased purchases and related capital assets are not recorded in the financial statements.

The future minimum lease payments on the City's leases are as follows:

Year Ending June 30	Governmental Funds	Proprietary Funds	Total
2024	\$ 301,024	\$ 541,363	\$ 842,387
2025	300,985	541,364	842,349
2026	257,407	541,364	798,771
2027	127,500	541,364	668,864
2028	127,500	541,363	668,863
2029-2033	374,005	1,210,967	1,584,972
2034-2038	198,344	-	198,344
Total	1,686,765	3,917,785	5,604,550
Less: amounts representing interest	(211,982)	(429,013)	(640,995)
Total principal	\$ 1,474,783	\$ 3,488,772	\$ 4,963,555

Note

In April 2019, the City entered into a promissory note agreement for the purchase of Heritage Hills Golf Course. The note is non-interest bearing. Principal payments are due annually through December 2028. The note is secured by the property.

Revenue Bonds

Governmental funds:

In September 2020, the City issued \$1,700,000 in Series 2020 revenue bonds for the purpose of financing the Downtown Moberly Public Facilities Improvements Project.

Proprietary funds:

In November 2002, residents of the City authorized State Environmental Improvement and Energy Resources Authority Combined Waterworks and Sewage System Revenue Bonds for the purpose of financing construction of and improvements to the combined water and sewer system.

In 2004, the City issued \$7,150,000 in Series 2004B revenue bonds to refinance the Series 2003 revenue bonds. Also in 2004, the City issued \$5,100,000 in Series 2004C revenue bonds. In 2006, the City issued \$5,460,000 in Series 2006A revenue bonds. In 2008, the City issued \$2,560,000 in Series 2008A in revenue bonds.

In connection with the issuance of these bonds, the City participates in a revolving loan program established by the Missouri Department of Natural Resources (DNR). The State of Missouri manages and invests the bond proceeds on behalf of the City. As the City incurred approved expenditures, DNR reimbursed the City for the expenditures from the construction escrow funds. Additionally, an amount (83.33% of which was federal funding) representing 70% of the construction costs was deposited into bond reserve funds in the City's name and are held as a guarantee against the outstanding bond obligations. Interest earned from these reserve funds can be used by the City to fund interest payments on the revenue bonds. A portion of the reserve funds is transferred back to the State as principal payments are made on the revenue bonds.

The CWWSS Fund has pledged future operating revenues, net of current specified operating expenses, to repay the revenue bonds. The revenue bonds are payable solely from operating revenues and are payable through 2029. Net revenues available for debt service are not to be less than 110% of the amount required to be paid annually of principal and interest. Net revenues for fiscal year 2023 are over 486% of the annual principal and interest payments made during the year, as principal and interest paid were \$1,286,390 and net revenues were \$6,255,971.

The City's revenue bonds are comprised of the following individual issues:

	Original Amount	Interest Rate	Final Maturity Date	Balance June 30, 2023
Governmental funds:				
Series 2020 revenue bonds	\$ 1,700,000	3.05%	10/1/2037	\$ 1,501,302
Proprietary funds:				
Series 2004B revenue bonds	7,150,000	2.00-5.00%	1/1/2024	455,000
Series 2004C revenue bonds	5,100,000	3.00-5.05%	1/1/2026	935,000
Series 2006A revenue bonds	5,460,000	4.00-5.25%	7/1/2026	1,295,000
Series 2008A revenue bonds	2,560,000	2.01-4.41%	1/1/2029	875,000
				<u>\$ 5,061,302</u>

Annual debt service requirements on the City's revenue bonds are as follows:

Governmental funds:			
Year Ending June 30	Principal	Interest	Total
2024	\$ 83,634	\$ 45,281	\$ 128,915
2025	86,327	42,589	128,916
2026	88,980	39,936	128,916
2027	91,714	37,201	128,915
2028	94,440	34,474	128,914
2029-2033	517,993	126,580	644,573
2034-2038	538,214	41,901	580,115
Total	<u>\$ 1,501,302</u>	<u>\$ 367,962</u>	<u>\$ 1,869,264</u>
Proprietary funds:			
Year Ending June 30	Principal	Interest	Total
2024	\$ 1,210,000	\$ 111,656	\$ 1,321,656
2025	770,000	65,019	835,019
2026	790,000	40,628	830,628
2027	485,000	15,653	500,653
2028	150,000	7,874	157,874
2029	155,000	3,900	158,900
Total	<u>\$ 3,560,000</u>	<u>\$ 244,730</u>	<u>\$ 3,804,730</u>

7. PROPERTY TAXES

The City's property taxes are levied no later than September 1 and is based on the value of all real and personal property located in Randolph County as of the prior January 1, the lien date. Taxes are billed by November 1 and are considered delinquent after December 31. Property taxes are recognized as revenue when received. The City has entered into an agreement with Randolph County for collection of property taxes. The County reports collections to the City monthly.

The City’s assessed valuation and tax levy per \$100 assessed valuation are as follows:

	For the 2022 Calendar Year
Assessed valuation:	
Real estate	\$ 119,446,190
Personal property	56,713,857
State assessed	8,553,278
	<u>\$ 184,713,325</u>
Tax levy:	
General revenue	\$ 0.7294
Parks and recreation	0.3385
	<u>\$ 1.0679</u>

8. PENSION PLAN

General Information about the Pension Plan

The following information is presented in accordance with Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions*, as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*.

Plan Description

The City’s defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer statewide public employee pension plan established in 1967 and administered in accordance with RSMo 70.600-70.755. As such, it is LAGERS’ responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits Provided

LAGERS provides retirement, death, and disability benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police) and receive a reduced allowance.

	2023 Valuation
Benefit multiplier	1.50%
Final average salary	3 years
Member contributions	0%

Benefit terms provide for annual post retirement adjustments to each member’s retirement allowance subsequent to the member’s retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms

As of June 30, 2023, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	148
Inactive employees entitled to but not yet receiving benefits	73
Active employees	108
Total	329

Contributions

The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to the pension plan. The City’s contribution rates are 6.3% (General), 12.9% (Police), and 17.9% (Fire) of annual covered payroll.

Net Pension Liability/(Asset)

The City’s net pension liability/(asset) was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of February 28, 2023.

Actuarial Assumptions

The total pension liability in the February 28, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary increase	2.75% to 6.75%, including inflation
Investment rate of return	7.00%, net of investment expenses

Mortality rates were based on the PubG-2010 Retiree, PubNS-2010 Disabled Retiree, and the PubG-02010 Employee mortality tables.

The actuarial assumptions used in the February 28, 2023, valuation were based on the results of an actuarial experience study for the period March 1, 2015 through February 29, 2020.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the table on the following page.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Alpha	15.00%	3.67%
Equity	35.00%	4.78%
Fixed income	31.00%	1.41%
Real assets	36.00%	3.29%
Strategic assets	8.00%	5.25%
Cash/leverage	-25.00%	-0.29%
	100.00%	

Discount Rate

The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability/(Asset)

As a result of the City using the modified cash basis of accounting, the net pension liability/(asset) is not recorded in the accompanying financial statements. However, the following summarizes the changes in the net pension liability/(asset) if it had been recorded:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ (Asset) (a) - (b)
Balances at June 30, 2022	\$ 29,101,996	\$ 35,517,694	\$ (6,415,698)
Changes for the year:			
Service cost	520,074	-	520,074
Interest	1,986,500	-	1,986,500
Difference between expected and actual experience	1,046,586	-	1,046,586
Contributions - employer	-	564,062	(564,062)
Net investment income	-	1,242,995	(1,242,995)
Benefit payments, including refunds	(1,991,811)	(1,991,811)	-
Administrative expense	-	(48,246)	48,246
Other changes	-	148,091	(148,091)
Net changes	1,561,349	(84,909)	1,646,258
Balances at June 30, 2023	\$ 30,663,345	\$ 35,432,785	\$ (4,769,440)

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability/(asset) of the City, calculated using the discount rate of 7.00%, as well as what the City's net pension liability/(asset) would be using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate.

	Current Single Discount		
	1% Decrease (6.00%)	Rate Assumption (7.00%)	1% Increase (8.00%)
Total pension liability	\$ 34,478,933	\$ 30,663,345	\$ 27,498,803
Plan fiduciary net position	\$ 35,432,785	\$ 35,432,785	\$ 35,432,785
Net pension liability/(asset)	\$ (953,852)	\$ (4,769,440)	\$ (7,933,982)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's net position is available in the separately issued LAGERS financial report.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As a result of the City using the modified cash basis of accounting, deferred outflows and inflows of resources are not recorded in the accompanying financial statements. In addition, pension expense is recorded as expenditures/expenses in the accompanying financial statements based on actual cash basis contributions made to the pension plan during the year ended June 30, 2023. However, the following summarizes the deferred outflows and inflows of resources, and pension expense if they had been recorded.

For the year ended June 30, 2023, the City's pension expense under full accrual accounting would have been (\$182,431). However, on the modified cash basis of accounting, the City recognized payments to LAGERS of \$557,897 as expense. The City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 804,218	\$ (220,365)
Changes in assumptions	-	(97,364)
Net difference between projected and actual earnings on pension plan investments	396,320	-
Total	<u>\$ 1,200,538</u>	<u>\$ (317,729)</u>

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

2024	\$ (35,977)
2025	(228,166)
2026	853,335
2027	293,617
Total	<u>\$ 882,809</u>

9. COMMITMENTS AND CONTINGENCIES

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; workman's compensation; liability, crime, and employee errors and omissions; and natural disasters. The City purchases commercial insurance to provide coverage for general liability, property damage, and workers' compensation. Settled claims have not exceeded this commercial insurance coverage in any of the past three years.

B. Litigation

The City is involved in lawsuits arising in the ordinary course of activities, including claims regarding construction contract issues, personal injury and discriminatory personnel practices, property condemnation proceedings, and suits contesting the legality of certain taxes. While these cases may have future financial effect, management, based on advice of counsel, believes that their ultimate outcome will not be material to the basic financial statements.

C. Intergovernmental Revenue

The City receives financial assistance from federal, state, and local governmental agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the City. However, in the opinion of management, any such disallowed claims will not have a material effect on any of the financial statements or the individual fund-types included herein or on the overall financial position of the City as of June 30, 2023.

D. Landfill Closure and Post-closure Costs

State and federal laws and regulations require that the City place a final cover on its landfill when closed and perform certain maintenance and monitoring functions at the landfill site for thirty-years after closure. As the City uses the modified cash basis of accounting, a liability is not recorded for future closure or post-closure costs that will be incurred at or near the date the landfill no longer accepts waste. The landfill was filled to capacity and closed in 2006 and the City received final closure status from the Missouri Department of Natural Resources (DNR) at that time. The liability for post-closure care costs is \$2,332,355 as of June 30, 2023, based on calculations performed by DNR. The actual cost of closure and post-closure care is subject to change based on inflation/deflation, technology changes, or changes in landfill laws and regulations.

The City does not have any assets restricted for the payment of these costs. The City intends to finance these costs from revenues generated from the Solid Waste Fund's charges for services and/or the General Fund's reserves.

Prior to the Mamtek failure and the City's resulting credit downrating, the City had pledged its resources to DNR to handle whatever issues may occur at the landfill. With the credit downrating, DNR policy required the City to post a \$380,000 performance bond with a commercial insurer (Lexon Insurance Company, formerly Old Hickory Insurance) and maintain a performance guarantee policy until such time that the City's credit rating returns to investment grade. Initially, the annual premium for this coverage was \$71,567; however, since the landfill was placed into post-closure monitoring status by DNR in 2016, the premium has decreased to \$41,116 annually, payable in December of each year.

Other Commitments

In fiscal year 2019, solar panels were installed throughout the City. The City entered into an agreement with a third party to operate, maintain, and repair these panels for \$15,660/month through June 30, 2039.

In fiscal year 2020, the City entered into an energy performance contract with a third party for water meters (including an automated reading system), billing and accounting software, and energy efficient equipment for the water and wastewater plants. The total contract price was \$4,642,450, which will be paid in quarterly installments from November 1, 2020 through August 1, 2030.

10. FUND DISCLOSURES

For the year ended June 30, 2023, the Airport Operating Fund has an accumulated deficit of \$164,839. This is due to the accumulated operational losses of the fund.

For the year ended June 30, 2023, the 911 Emergency Telephone Fund has an accumulated deficit of \$13,578. This is due to the accumulated operational losses of the fund.

For the year ended June 30, 2023, the 2021 EDA Grant Projects Fund has an accumulated deficit of \$1,608,171. This is due to grant reimbursements not being received prior to yearend and as such, the deficits will be eliminated upon receipts of the reimbursements.

11. TAX ABATEMENTS

GASB Statement No. 77, *Tax Abatement Disclosures*, requires disclosures of tax information about (1) a reporting government's own tax abatement agreements, and (2) those that are entered into by other governments that reduce the reporting government's tax revenues. The City has entered into agreements with various organizations under RSMo 135.200-135.260 (Enterprise Zones) and 353.110 (Urban Redevelopment), which provide for the abatement of personal and real estate property taxes.

During the year ended June 30, 2023, the total assessed value of the property included in the Enterprise Zones was \$1,083,350, and the total tax abatements were \$11,569.

During the year ended June 30, 2023, the total assessed value of the property included in the Urban Redevelopment was \$5,184,603, and the total tax abatements were \$55,366.

12. SUBSEQUENT EVENT

In December 2023, the City issued \$55,000,000 in Industrial Revenue Bonds. The City has no liability for the repayment of these bonds.

SUPPLEMENTARY INFORMATION

CITY OF MOBERLY
COMBINING BALANCE SHEET
MODIFIED CASH BASIS
NON-MAJOR GOVERNMENTAL FUNDS
June 30, 2023

	Non-Resident Lodging Fund	Capital Improvement Trust Fund	Perpetual Care Cemetery Fund	Airport Operating Fund	911 Emergency Telephone Fund	2021 EDA Grant Projects Fund
ASSETS						
Cash and cash equivalents	\$ 207,891	\$ 982,985	\$ 543,013	\$ -	\$ -	\$ -
Prepaid expenses	-	-	-	5,515	28,997	-
Total assets	<u>\$ 207,891</u>	<u>\$ 982,985</u>	<u>\$ 543,013</u>	<u>\$ 5,515</u>	<u>\$ 28,997</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to other funds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 170,354</u>	<u>\$ 42,575</u>	<u>\$ 1,608,171</u>
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>170,354</u>	<u>42,575</u>	<u>1,608,171</u>
Fund balances:						
Nonspendable	-	-	543,013	5,515	28,997	-
Restricted for:						
Tourism	207,891	-	-		-	-
Capital outlay	-	982,985	-		-	-
Grant activity	-	-	-		-	-
Public safety	-	-	-		-	-
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>(170,354)</u>	<u>(42,575)</u>	<u>(1,608,171)</u>
Total fund balances	<u>207,891</u>	<u>982,985</u>	<u>543,013</u>	<u>(164,839)</u>	<u>(13,578)</u>	<u>(1,608,171)</u>
Total liabilities and fund balances	<u>\$ 207,891</u>	<u>\$ 982,985</u>	<u>\$ 543,013</u>	<u>\$ 5,515</u>	<u>\$ 28,997</u>	<u>\$ -</u>

CITY OF MOBERLY
COMBINING BALANCE SHEET (CONTINUED)
MODIFIED CASH BASIS
NON-MAJOR GOVERNMENTAL FUNDS
June 30, 2023

	Inmate Security Fund	Police Forfeiture Fund	MODAG Grant/Loan Fund	Lucille Manor CDBG Fund	Downtown CID Fund	Total
ASSETS						
Cash and cash equivalents	\$ 15,928	\$ -	\$ 22,465	\$ 234,629	\$ 528,917	\$ 2,535,828
Prepaid expenses	-	-	-	-	-	34,512
Total assets	<u>\$ 15,928</u>	<u>\$ -</u>	<u>\$ 22,465</u>	<u>\$ 234,629</u>	<u>\$ 528,917</u>	<u>\$ 2,570,340</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to other funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,821,100
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,821,100</u>
Fund balances:						
Nonspendable	-	-	-	-	-	577,525
Restricted for:						
Tourism	-	-	-	-	-	207,891
Capital outlay	-	-	-	-	-	982,985
Grant activity	-	-	22,465	234,629	-	257,094
Public safety	15,928	-	-	-	-	15,928
Special taxing district activity	-	-	-	-	528,917	528,917
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,821,100)</u>
Total fund balances	<u>15,928</u>	<u>-</u>	<u>22,465</u>	<u>234,629</u>	<u>528,917</u>	<u>749,240</u>
Total liabilities and fund balances	<u>\$ 15,928</u>	<u>\$ -</u>	<u>\$ 22,465</u>	<u>\$ 234,629</u>	<u>\$ 528,917</u>	<u>\$ 2,570,340</u>

CITY OF MOBERLY
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
NON-MAJOR GOVERNMENTAL FUNDS
Year Ended June 30, 2023

	Non-Resident Lodging Fund	Capital Improvement Trust Fund	Perpetual Care Cemetery Fund	Airport Operating Fund	911 Emergency Telephone Fund	2021 EDA Grant Projects Fund
REVENUES						
Sales taxes	\$ -	\$ 1,463,619	\$ -	\$ -	\$ -	\$ -
Property taxes						
Other taxes	106,420	-	-	-	-	-
Charges for goods and services	-	-	13,277	356,712	285,316	-
Grants and contributions	-	-	-	7,612	17,539	-
Interest	5,624	22,934	15,574	-	521	-
Miscellaneous	-	15,000	-	12,791	(449)	-
Total revenues	112,044	1,501,553	28,851	377,115	302,927	-
EXPENDITURES						
General government	83,862	211,860	-	595,054	-	1,185,990
Public safety	-	-	-	-	628,869	-
Capital outlay	1,000	24,860	-	-	23,761	-
Total expenditures	84,862	236,720	-	595,054	652,630	1,185,990
Excess (deficiency) of revenues over (under) expenditures	27,182	1,264,833	28,851	(217,939)	(349,703)	(1,185,990)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	8,683	-	108,457	250,000	-
Transfers (out)	-	(659,937)	(15,547)	-	-	-
Total other financing sources (uses)	-	(651,254)	(15,547)	108,457	250,000	-
Net change in fund balances	27,182	613,579	13,304	(109,482)	(99,703)	(1,185,990)
Fund balances - beginning	180,709	369,406	529,709	(55,357)	86,125	(422,181)
Fund balances - ending	\$ 207,891	\$ 982,985	\$ 543,013	\$ (164,839)	\$ (13,578)	\$ (1,608,171)

CITY OF MOBERLY
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
MODIFIED CASH BASIS
NON-MAJOR GOVERNMENTAL FUNDS
Year Ended June 30, 2023

	Inmate Security Fund	Police Forfeiture Fund	MODAG Grant/Loan Fund	Lucille Manor CDBG Fund	Downtown CID Fund	Total
REVENUES						
Sales taxes	\$ -	\$ -	\$ -	\$ -	\$ 107,987	\$ 1,571,606
Property taxes	-	-	-	-	223,816	223,816
Other taxes	-	-	-	-	-	106,420
Charges for goods and services	616	-	-	-	-	655,921
Grants and contributions	-	-	-	28,532	-	53,683
Interest	441	-	634	7,770	16,388	69,886
Total revenues	1,057	-	634	36,302	363,137	2,723,620
EXPENDITURES						
General government	-	-	-	-	245,270	2,322,036
Public safety	-	-	-	-	-	628,869
Capital outlay	-	4,320	-	-	16,094	70,035
Total expenditures	-	4,320	-	-	261,364	3,020,940
Excess (deficiency) of revenues over (under) expenditures	1,057	(4,320)	634	36,302	101,773	(297,320)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	367,140
Transfers (out)	-	-	-	(55,200)	(20,806)	(751,490)
Total other financing sources (uses)	-	-	-	(55,200)	(20,806)	(384,350)
Net change in fund balances	1,057	(4,320)	634	(18,898)	80,967	(681,670)
Fund balances - beginning	14,871	4,320	21,831	253,527	447,950	1,430,910
Fund balances - ending	\$ 15,928	\$ -	\$ 22,465	\$ 234,629	\$ 528,917	\$ 749,240

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
BUDGET AND ACTUAL
GENERAL FUND
Year Ended June 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
REVENUES				
Taxes:				
Sales and use	\$ 3,550,000	\$ 3,550,000	\$ 3,824,657	\$ 274,657
Franchise	2,000,000	2,000,000	2,237,609	237,609
Property	1,132,000	1,132,000	1,250,958	118,958
Motor vehicle, license and fuel	657,000	657,000	692,349	35,349
Other	152,000	152,000	85,284	(66,716)
Licenses, permits and fees	427,750	427,750	469,413	41,663
Charges for goods and services	866,778	866,778	841,086	(25,692)
Grants and contributions	46,000	46,000	59,222	13,222
Interest	9,000	9,000	103,298	94,298
Miscellaneous	132,850	132,850	1,133,556	1,000,706
Total revenues	8,973,378	8,973,378	10,697,432	1,724,054
EXPENDITURES				
General government	2,037,434	2,037,434	2,086,597	49,163
Public safety	4,732,058	4,732,058	4,280,944	(451,114)
Economic and community development	570,818	570,818	526,450	(44,368)
Transportation	987,114	987,114	1,200,700	213,586
Capital outlay	801,108	801,108	858,658	57,550
Debt service:				
Principal	-	-	39,831	39,831
Interest	-	-	3,695	3,695
Total expenditures	9,128,532	9,128,532	8,996,875	(131,657)
Excess (deficiency) of revenues over (under) expenditures	(155,154)	(155,154)	1,700,557	1,855,711
OTHER FINANCING SOURCES (USES)				
Transfers in	806,561	806,561	45,452	(761,109)
Transfers (out)	(303,257)	(303,257)	(403,257)	(100,000)
Total other financing sources (uses)	503,304	503,304	(357,805)	(861,109)
Net change in fund balance	348,150	348,150	1,342,752	994,602
Fund balance - beginning	4,469,924	4,469,924	4,469,924	-
Fund balance - ending	\$ 4,818,074	\$ 4,818,074	\$ 5,812,676	\$ 994,602

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
BUDGET AND ACTUAL
PARKS AND RECREATION FUND
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance
	Original	Final		
REVENUES				
Taxes:				
Sales and use	\$ 1,535,000	\$ 1,535,000	\$ 1,463,619	\$ (71,381)
Property	541,750	541,750	579,351	37,601
Other	4,000	4,000	193,826	189,826
Charges for goods and services	398,000	406,134	419,382	13,248
Grants and contributions	-	-	15,500	15,500
Interest	-	-	24,851	24,851
Miscellaneous	233,000	553,000	1,057,479	504,479
Total revenues	2,711,750	3,039,884	3,754,008	714,124
EXPENDITURES				
General government	-	-	60,074	(60,074)
Parks and recreation	2,099,706	2,105,206	1,994,833	(110,373)
Capital outlay	1,491,014	1,841,014	1,742,108	(98,906)
Debt service:				
Principal	-	-	114,752	114,752
Interest	-	-	1,382	1,382
Total expenditures	3,590,720	3,946,220	3,913,149	(153,219)
Deficiency of revenues under expenditures	(878,970)	(906,336)	(159,141)	747,195
OTHER FINANCING SOURCES				
Transfers in	1,000	1,000	100,000	99,000
Total other financing sources	1,000	1,000	100,000	99,000
Net change in fund balance	(877,970)	(905,336)	(59,141)	846,195
Fund balance - beginning	1,153,208	1,153,208	1,153,208	-
Fund balance - ending	\$ 275,238	\$ 247,872	\$ 1,094,067	\$ 846,195

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
BUDGET AND ACTUAL
ARPA GRANT FUND
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance
	Original	Final		
REVENUES				
Grants and contributions	\$ 1,373,655	\$ 1,373,655	\$ 1,436,892	\$ 63,237
Interest	750	750	71,466	70,716
Total revenues	1,374,405	1,374,405	1,508,358	133,953
OTHER FINANCING (USES)				
Transfers (out)	(300,000)	(300,000)	(29,905)	270,095
Total other financing (uses)	(300,000)	(300,000)	(29,905)	270,095
Net change in fund balance	1,074,405	1,074,405	1,478,453	404,048
Fund balance - beginning	1,178,568	1,178,568	1,178,568	-
Fund balance - ending	\$ 2,252,973	\$ 2,252,973	\$ 2,657,021	\$ 404,048

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
BUDGET AND ACTUAL
TRANSPORTATION TRUST FUND
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance
	Original	Final		
REVENUES				
Sales taxes	\$ 1,410,000	\$ 1,410,000	\$ 1,464,428	\$ 54,428
Grants and contributions	-	-	10,339	10,339
Interest	6,700	6,700	75,114	68,414
Miscellaneous	20,000	20,000	59,110	39,110
Total revenues	1,436,700	1,436,700	1,608,991	172,291
EXPENDITURES				
Transportation	179,059	179,059	256,584	77,525
Capital outlay	1,100,000	1,100,000	770,193	(329,807)
Total expenditures	1,279,059	1,279,059	1,026,777	(252,282)
Excess of revenues over expenditures	157,641	157,641	582,214	424,573
Net change in fund balance	157,641	157,641	582,214	424,573
Fund balance - beginning	2,225,013	2,225,013	2,225,013	-
Fund balance - ending	\$ 2,382,654	\$ 2,382,654	\$ 2,807,227	\$ 424,573

CITY OF MOBERLY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS
BUDGET AND ACTUAL
DOWNTOWN NID FUND
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance
	Original	Final		
REVENUES				
Interest	\$ 1,200	\$ 1,200	\$ 2,255	\$ 1,055
Total revenues	1,200	1,200	2,255	1,055
EXPENDITURES				
Debt service:				
Principal	128,915	128,915	81,259	(47,656)
Interest	-	-	47,656	47,656
Total expenditures	128,915	128,915	128,915	-
Deficiency of revenues under expenditures	(127,715)	(127,715)	(126,660)	1,055
OTHER FINANCING SOURCES				
Transfers in	141,806	141,806	141,806	-
Total other financing sources	141,806	141,806	141,806	-
Net change in fund balance	14,091	14,091	15,146	1,055
Fund balance - beginning	1,731,442	1,731,442	1,731,442	-
Fund balance - ending	<u>\$ 1,745,533</u>	<u>\$ 1,745,533</u>	<u>\$ 1,746,588</u>	<u>\$ 1,055</u>

CITY OF MOBERLY
LAGERS (PENSION PLAN)
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
June 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016
Total pension liability								
Service cost	\$ 520,074	\$ 507,364	\$ 504,508	\$ 491,145	\$ 507,622	\$ 480,252	\$ 432,367	\$ 438,332
Interest on the total pension liability	1,986,500	1,978,987	2,056,378	2,006,456	1,965,673	1,930,051	1,857,428	1,803,146
Difference between expected and actual experience	1,046,586	(484,190)	(66,197)	(60,428)	(225,346)	(294,174)	336,659	(684,226)
Changes in assumptions	-	-	(755,573)	-	-	-	-	733,161
Benefit payments, including refunds	(1,991,811)	(1,813,390)	(1,851,396)	(1,662,216)	(1,691,899)	(1,586,437)	(1,708,021)	(1,375,279)
Net change in total pension liability	1,561,349	188,771	(112,280)	774,957	556,050	529,692	918,433	915,134
Total pension liability beginning	29,101,996	28,913,225	29,025,505	28,250,548	27,694,498	27,164,806	26,246,373	25,331,239
Total pension liability ending	<u>\$ 30,663,345</u>	<u>\$ 29,101,996</u>	<u>\$ 28,913,225</u>	<u>\$ 29,025,505</u>	<u>\$ 28,250,548</u>	<u>\$ 27,694,498</u>	<u>\$ 27,164,806</u>	<u>\$ 26,246,373</u>
Plan fiduciary net position								
Contributions - employer	\$ 564,062	\$ 511,941	\$ 502,764	\$ 522,811	\$ 465,987	\$ 440,592	\$ 399,480	\$ 430,772
Pension plan net investment income	1,242,995	24,203	8,269,672	385,080	1,964,625	3,328,352	3,186,635	(89,900)
Benefit payments, including refunds	(1,991,811)	(1,813,390)	(1,851,396)	(1,662,216)	(1,691,899)	(1,586,437)	(1,708,021)	(1,375,279)
Pension plan administrative expense	(48,246)	(34,027)	(31,112)	(40,459)	(35,485)	(25,265)	(24,355)	(24,221)
Other	148,091	(547,861)	98,786	1,626	179,769	(597,566)	(65,932)	(7,007)
Net change in plan fiduciary net position	(84,909)	(1,859,134)	6,988,714	(793,158)	882,997	1,559,676	1,787,807	(1,065,635)
Plan fiduciary net position beginning	35,517,694	37,376,828	30,388,114	31,181,272	30,298,275	28,738,599	26,950,792	28,016,427
Plan fiduciary net position ending	<u>\$ 35,432,785</u>	<u>\$ 35,517,694</u>	<u>\$ 37,376,828</u>	<u>\$ 30,388,114</u>	<u>\$ 31,181,272</u>	<u>\$ 30,298,275</u>	<u>\$ 28,738,599</u>	<u>\$ 26,950,792</u>
Net pension liability/(asset)	<u>\$ (4,769,440)</u>	<u>\$ (6,415,698)</u>	<u>\$ (8,463,603)</u>	<u>\$ (1,362,609)</u>	<u>\$ (2,930,724)</u>	<u>\$ (2,603,777)</u>	<u>\$ (1,573,793)</u>	<u>\$ (704,419)</u>
Plan fiduciary net position as a percentage of the total pension liability	115.55%	122.05%	129.27%	104.69%	110.37%	109.40%	105.79%	102.68%
Covered payroll	\$ 5,324,528	\$ 4,797,370	\$ 4,830,552	\$ 4,724,325	\$ 4,540,213	\$ 4,760,869	\$ 4,301,224	\$ 4,282,419
Net pension liability/(asset) as a percentage of covered payroll	89.57%	133.73%	175.21%	28.84%	64.55%	54.69%	36.59%	16.45%

Note: This schedule will ultimately contain ten years of data.

CITY OF MOBERLY
LAGERS (PENSION PLAN)
SCHEDULE OF CONTRIBUTIONS –
LAST TEN FISCAL YEARS
June 30, 2023

	2023	2022	2021	2020	2019
Actuarially determined contribution	\$ 590,185	\$ 528,983	\$ 521,808	\$ 546,167	\$ 511,802
Contributions in relation to the actuarially determined contribution	564,062	512,653	502,765	509,192	466,890
Contribution deficiency (excess)	<u>\$ 26,123</u>	<u>\$ 16,330</u>	<u>\$ 19,043</u>	<u>\$ 36,975</u>	<u>\$ 44,912</u>
Covered payroll	\$ 5,324,528	\$ 4,797,370	\$ 4,830,552	\$ 4,724,325	\$ 4,540,213
Contributions as a percentage of covered payroll	10.59%	10.69%	10.41%	10.78%	10.28%
	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 466,660	\$ 435,512	\$ 482,254	\$ 510,485	\$ 516,476
Contributions in relation to the actuarially determined contribution	442,530	401,694	431,641	444,544	421,983
Contribution deficiency (excess)	<u>\$ 24,130</u>	<u>\$ 33,818</u>	<u>\$ 50,613</u>	<u>\$ 65,941</u>	<u>\$ 94,493</u>
Covered payroll	\$ 4,760,869	\$ 4,301,224	\$ 4,282,419	\$ 4,310,880	\$ 4,232,686
Contributions as a percentage of covered payroll	9.30%	9.34%	10.08%	10.31%	9.97%

SINGLE AUDIT REPORTS

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the City Council
City of Moberly

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the modified cash basis financial statements of each major fund and the aggregate remaining fund information of the City of Moberly (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 22, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* for considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

William F. Keppel, UC

Columbia, Missouri
December 22, 2023

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the City Council
City of Moberly

Report on Compliance for Each Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Moberly (the City's) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2023. The City's major federal program is identified in the summary of audit results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended June 30, 2023.

Basis for Opinion on the Federal Program

We conducted our audit in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, a fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an (or update our) understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

William F. Keeler UC

Columbia, Missouri
December 22, 2023

CITY OF MOBERLY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
MODIFIED CASH BASIS
FOR THE YEAR ENDED JUNE 30, 20223

	Assistance Listing Number	Pass-Through Number	Passed Through to Subrecipients	Expenditures
U.S. Department of Transportation				
Passed through Missouri Department of Transportation:				
Highway Planning and Construction	20.205	TEAP063	\$ -	\$ 10,339
DWI Saturation Enforcement	20.607	N/A	-	1,472
U.S. Department of Health and Human Services				
Passed through Missouri Department of Health and Senior Services:				
Flouride Grant	93.000	22-154-AL-100	-	6,870
U.S. Department of Homeland Security				
Passed through Missouri Department of Public Safety:				
Emergency Management Performance Grant	97.042	EMK-2021 FY2021 SHSP	-	2,989
Homeland Security Grant Program	97.067	LETPA	-	18,548
U.S. Department of the Interior				
Passed through Missouri Department of Natural Resources:				
Historic Preservation Funds Grant	15.904	2-21-10029-013	-	16,485
U.S. Department of the Treasury				
Passed through Missouri Office of Administration:				
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	29,905
U.S. Environmental Protection Agency				
Passed through Missouri Department of Natural Resources:				
Capitalization Grants for Clean Water State Revolving Funds	66.458	C295854-01	-	137,100
U.S. Department of Commerce				
Passed through Missouri Department of Commerce:				
Economic Adjustment Assistance	11.307	N/A	-	894,630
U.S. Department of Housing and Urban Development				
Passed through Missouri Department of Economic Development:				
Community Development Block Grant	14.228	2018-ND-03	-	4,400
Total expenditures of federal awards			\$ -	\$ 1,122,738

1. BASIS OF PRESENTATION

The schedule of expenditures of federal awards includes only the current year federal grant activity of the City and is presented on the accrual basis of accounting. This information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Amounts presented in this schedule as expenditures may differ from amounts presented in, or used in the preparation of, the basic financial statements, although such differences are not material.

2. INDIRECT COST RATE

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF MOBERLY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 31, 2023

A. SUMMARY OF AUDIT RESULTS

1. The auditors’ report expresses an unmodified opinion on whether the financial statements of the City were prepared in accordance with the modified cash basis of accounting.
2. No deficiencies relating to the audit of the financial statements are reported in the “Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.”
3. No instances of noncompliance material to the financial statements of the City, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No deficiencies relating to the audit of the major federal award programs is reported in the “Independent Auditors’ Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance.”
5. The auditors’ report on compliance for the major federal award programs for the City expresses an unmodified opinion on the major federal program.
5. No audit findings relative to the major federal award programs for the City, that are required to be reported in accordance with 2 CFR section 200.516(a), are reported in Part C of this Schedule.
6. The program tested as a major program includes:

	Assistance
	Listing
	Number
Economic Adjustment Assistance	11.307

7. The dollar threshold used to distinguish between Type A and B programs was \$750,000.
8. The City did not qualify as a low-risk auditee for the year ended June 30, 2023.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

None.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None.

CITY OF MOBERLY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended June 30, 2023

There were no prior audit findings.

CITY OF MOBERLY
MANAGEMENT LETTER
JUNE 30, 2023

December 22, 2023

To the City Council
City of Moberly

In planning and performing our audit of the modified cash basis financial statements of each major fund and the aggregate remaining fund information of the City of Moberly (the City) as of and for the year ended June 30, 2023, in accordance with U.S. generally accepted auditing standards, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

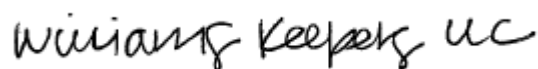
Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

In addition, we noted matters involving internal control that we have included in Attachment A. These recommendations are opportunities for the City to enhance its internal control.

This communication is intended solely for the information and use of management, the City Council, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to be of service.

Sincerely,



WILLIAMS-KEEPERS LLC

ATTACHMENT A CONTINUING RECOMMENDATIONS

Information Technology

We noted the City does not have a formal IT or security policy. We also noted the City does not have a password policy including complexity requirements (i.e., a certain number of characters, including both lower- and upper-case letters, numbers, symbols, etc.), requiring passwords to be changed (and not reused), etc. A lack of such policies increases the City's susceptibility to fraud and other risks.

We recommend the City develop a formal IT or security policy, including a password policy.

Interfund Balances

We noted the balances receivable and payable between the City's funds either continue to grow or remain the same each year, instead of being removed by interfund transfers.

We recommend the City's funds either repay each other or the City record interfund transfers in order to remove these balances.

PRIOR YEAR RECOMMENDATIONS CONSIDERED IMPLEMENTED

Access to the Accounting Software

We noted some of the City's employees had full access to the accounting software. This created a lack of control over the software where employees could potentially alter, corrupt, or delete financial information.

We recommended the City review the access granted to the accounting software. In general, employees should only be given access to the modules in the software to which they have a logical need for such access.

Status: The City implemented a new accounting software during FY23. As part of the implementation process, user access to all modules was reviewed in detail and only select employees were granted edit access in the software.

Purchasing Policy

We identified several instances in which the City's purchasing policy wasn't consistently followed during the year.

We noted this was primarily due to the supply chain challenges caused by the COVID-19 pandemic; however, we recommended the City follow its purchasing policies as consistently as possible.

Status: We did not identify any instances in which the City's purchasing policy wasn't consistently followed during the year. As such, we consider this prior year recommendation implemented in the current year.

CITY OF MOBERLY
SUMMARY REPORT
JUNE 30, 2023

December 22, 2023

To the City Council
City of Moberly

We appreciate the opportunity to assist the City of Moberly (the City) in its governance and oversight function by providing annual audit services. Our audit reports for the year ended June 30, 2023, have been provided to management and include the following:

Annual Financial Report

This document contains the City's annual financial statements for the year ended June 30, 2023, along with our report on those financial statements.

Highlights are as follows:

- We issued an “unmodified” or a “clean” opinion on the financial statements. In our opinion, the financial statements present fairly, in all material respects, the respective financial position of each major fund of the City as of June 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with the modified cash basis of accounting. The modified cash basis of accounting is a basis of accounting other than U.S. generally accepted accounting principles; however, our opinion is not modified with respect to this matter.
- Management is responsible for the preparation and fair presentation of the financial statements, including the design and implementation of internal control. We prepared the financial statements, which were reviewed and approved by management.
- We used our judgment in determining how to audit the City. We focused our attention on areas where the financial statements could be misstated.
- We evaluated the appropriateness of accounting policies, the reasonableness of significant accounting estimates, and the overall financial statement presentation.
- Typically, government financial statements would be presented as three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. However, because the City's financial statements have been prepared using the modified cash basis of accounting, the fund financial statement information is presented in the same manner as government-wide financial statements would be, only with more detail. Therefore, the City's basic financial statements include: 1) fund financial statements and 2) notes to the financial statements.

- The following summarizes the highlights from the governmental funds' financial statements as of and for the years ended June 30, 2023 and 2022.

	2023	2022
Total assets	<u>\$ 16,764,641</u>	<u>\$ 12,734,317</u>
Total liabilities	<u>\$ 1,897,822</u>	<u>\$ 545,252</u>
Fund balances:		
Nonspendable	1,089,228	1,038,832
Restricted	10,232,987	7,578,762
Assigned	1,810,095	1,493,462
Unassigned	<u>1,734,509</u>	<u>2,078,009</u>
Total fund balances	<u>14,866,819</u>	<u>12,189,065</u>
Total liabilities and fund balances	<u>\$ 16,764,641</u>	<u>\$ 12,734,317</u>

- Total assets increased by \$4,030,324 (32%), primarily due to American Rescue Plan Act grant funds received (and not spent), an increase in interfund receivables, and a decrease in total expenditures.
- Total liabilities increased by \$1,352,570 (248%), due to an increase in interfund payables.
- Total fund balances increased \$2,677,754 (22%) – see further discussion below.

	2023	2022
Total revenues	\$ 20,294,664	\$ 21,422,785
Total expenditures	<u>17,086,656</u>	<u>19,036,803</u>
Excess of revenues over expenditures	3,208,008	2,385,982
Total other financing sources (uses)	<u>(530,254)</u>	<u>285,509</u>
Net change in fund balances	2,677,754	2,671,491
Fund balances - beginning	<u>12,189,065</u>	<u>9,517,574</u>
Fund balances - ending	<u>\$ 14,866,819</u>	<u>\$ 12,189,065</u>

- Total revenues decreased by \$1,128,121 (-5%), due to a decrease in grants and contributions received during FY23 (except for the American Rescue Plan Act grant funds, for which the same amount was received in FY22 and FY23 (~\$1.4M)).
- Total expenditures decreased by \$1,950,147 (-10%), due to the airport project, which was completed (and financed via grant funds) during FY22.
- Total other financing sources decreased by \$815,763 (-283%), due to the settlement proceeds received during FY22.

- The following summarizes the highlights from the proprietary funds' financial statements as of and for the years ended June 30, 2023 and 2022.

	2023	2022
Total assets	\$ 7,402,940	\$ 7,663,508
Total liabilities	413,081	394,998
Net position:		
Restricted for debt service	4,499,432	4,188,854
Unrestricted	2,490,427	3,079,656
Total net position	\$ 6,989,859	\$ 7,268,510

- Total assets were stable (decreased by \$260,568 (-3%)).
- Total liabilities were stable (increased by \$18,083 (5%)).
- Total net position decreased by \$278,651 (-4%) – see further discussion below.

	2023	2022
Total operating revenues	\$ 9,538,572	\$ 9,097,023
Total operating expenses	10,697,181	9,592,970
Operating loss	(1,158,609)	(495,947)
Total non-operating revenues	879,958	833,456
Change in net position	(278,651)	337,509
Total net position - beginning	7,268,510	6,931,001
Total net position - ending	\$ 6,989,859	\$ 7,268,510

- Total revenues increased by \$441,549 (5%), due to increases in water/sewer rates (enterprise funds) and contribution rates (internal service fund).
- Total operating expenses increased by \$1,104,211 (12%), primarily due increases in capital outlay, personnel services, and contractual services during FY23.
- Total non-operating revenues were stable (increased by \$46,502 (5%)).

Single Audit

- Because the City had expenditures of federal awards exceeding \$750,000, it was required to have a “Single Audit.” A Single Audit increases the work the auditors have to perform and adds additional reports to the financial statements. The City had federal expenditures of \$1,122,738 for programs as listed in the Schedule of Expenditures of Federal Awards (SEFA).
- The report on internal control and compliance related to financial reporting reported no material weaknesses and no instances of noncompliance.

- The report on internal control and compliance related to major federal programs had an unmodified opinion on compliance and no findings.

Auditors' Communication Letter

This letter consists of comments about the audit process and its results that are required under our professional standards to be communicated to an audit or similar committee of the governing board of an organization or entity.

Highlights are as follows:

- We noted no transactions that we considered both unusual and significant, and there were no changes in accounting policies during the year.
- We evaluated the estimates affecting the financial statements and found them reasonable in relation to the financial statements as a whole.
- We evaluated the disclosures in the financial statements and found them to be neutral, consistent, and clear. All required disclosures are included.
- We found the accounting records to be in good order, but we proposed a few audit adjustments as a result of our procedures.
- We had no disagreements with management on accounting or auditing issues, we had no difficulties in performing our audit, and we felt we received full cooperation from the City's staff.

Management Letter

This letter is used to communicate any findings we may have about the City's internal controls and certain other matters that are, in our opinion, significant enough to warrant your attention.

Highlights are as follows:

- Although the scope of our engagement was not directed towards an opinion on the adequacy of internal control, we considered internal control as a basis for designing our audit procedures.
- A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

- In addition, we included the following recommendations that are opportunities for the City to enhance its internal control:
 - Continuing other recommendations:
 - Information technology – we recommend the City develop a formal IT or security policy, including a password policy.
 - Interfund balances – we recommend the City’s funds either repay each other or the City record interfund transfers in order to remove the balances receivable and payable between the City’s funds.

Report for MIRMA

This document contains the City’s schedule of payroll reportable to MIRMA for the year ended December 31, 2022, along with our report on the schedule. We issued an “unmodified” or a “clean” opinion on the schedule.

We wish to thank the City and its personnel for their cooperation and assistance during our audit. The information in this audit report is intended solely for the use of management and the City Council.

We appreciate the opportunity to be of service.

Sincerely,

A handwritten signature in black ink that reads "Williams-Keepers LLC". The signature is written in a cursive, flowing style.

WILLIAMS-KEEPERS LLC

CITY OF MOBERLY
REPORT FOR MIRMA
DECEMBER 31, 2022

INDEPENDENT AUDITORS' REPORT

To the City Council
City of Moberly

Opinion

We have audited the accompanying Schedule of Payroll Reportable to MIRMA (the Schedule) of the City of Moberly (the City) for the year ended December 31, 2022, and the related note.

In our opinion, the Schedule referred to above presents fairly, in all material respects, the payroll information contained therein of the City of Moberly for the year ended December 31, 2022, on the basis specified in Note 1 to the Schedule.

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Schedule section of our report. We are required to be independent of the City and to meet our other ethical requirements, in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

We draw attention to Note 1 to the Schedule, which describes the basis of presentation. The Schedule of Payroll Reportable to MIRMA was prepared on the basis of the provisions of the renewal agreement as provided by MIRMA, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with the requirements of the Missouri Intergovernmental Risk Management Association; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Schedule

Our objectives are to obtain reasonable assurance about whether the Schedule is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Schedule.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts in the Schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Schedule.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matter

We have audited, in accordance with U.S. generally accepted auditing standards, the financial statements of the City of Moberly as of and for the year ended June 30, 2023, and our report thereon dated December 22, 2023, expressed an unmodified opinion on the financial statements of the City of Moberly.

Restriction on Use

This report is intended for the information and use of the City Council and management of the City of Moberly and for filing with the Missouri Intergovernmental Risk Management Association and is not intended to be, and should not be, used by anyone other than these specified parties.

William F. Keppel, UC

Columbia, Missouri
December 22, 2023

CITY OF MOBERLY

SCHEDULE OF PAYROLL REPORTABLE TO MIRMA
Year Ended December 31, 2022

FEDERAL TAXABLE WAGES, IRS FORM 941	\$ 5,683,287
Plus employee payroll deductions for deferred compensation	20,450
Plus employee payroll deductions for IRS section 125 benefits	242,087
Plus all remuneration paid individually to contracted recreation officials	11,492
Less premium portion of overtime pay	(96,851)
NET PAYROLL REPORTABLE TO MIRMA	<u>\$ 5,860,464</u>

The accompanying note is an integral part of this Schedule.

CITY OF MOBERLY**NOTE TO SCHEDULE OF PAYROLL REPORTABLE TO MIRMA****1. PURPOSE OF PRESENTATION**

The City of Moberly (the City) is a member of the Missouri Intergovernmental Risk Management Association (MIRMA). MIRMA provides the City with property, casualty and workers' compensation insurance protection. MIRMA assesses its members for insurance based on the gross wages of covered employees. Gross wages are calculated by taking Federal Taxable Wages from IRS Form 941, and adding non-taxable amounts such as employee payroll deductions for deferred compensation and IRS section 125 benefits as well as all remuneration paid to individually contracted recreation officials and umpires, elected or appointed officials, etc. Such amounts are then reduced by that portion of Form 941 wages which represent the premium portion of overtime pay (the portion of overtime pay in excess of the normal wage rate).

City of Moberly
City Council Agenda Summary

Agenda Number:

#3.

Department: Public Works

Date: January 16, 2024

Agenda Item: Receipt Of Bids For A Mower For Oakland Cemetery.

Summary: We received three (3) quotes:
Crown Power & Equipment Salisbury: \$11,800
Henderson Implement Company: \$12,150
Ennis Implement Co Mexico: \$12,530.

Staff recommends Crown as they are the low bid.

Recommended

Action: Please accept these bids.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

☐ Memo

☐ Staff Report

☐ Correspondence

☒ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☐ Proposed Resolution

☐ Attorney's Report

☐ Petition

☐ Contract

☐ Budget Amendment

☐ Legal Notice

☐ Other_____

Roll Call Aye Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

Grasshopper QuikQuote

#19029N00051



#3.

Quoted by

Crown Power & Equipment Salisbury

103 E US Highway 24

Salisbury, MO 65281

P: (660) 388-6425

Quoted for

City of Moberly/Tim

E: timg@cityofmoberly.com

P: 660-651-6878

Trevor Wagy

Sales

E: twagy@crown-power.com

P: 660-388-6425



*Models may be shown with optional equipment
that may or may not appear on your specific quote*

Model 225 with 61" 4X Rear

Discharge Deck

Quoted: Dec 6, 2023

Power Unit & Deck

Model 225 (534123)

747cc Kohler Command Pro Engine; "no-gears"

hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest

List

Bid

\$14,395.00 \$11,516.00

List Total: \$14,750.00

Bid Price: \$11,800.00

Grand Total: \$11,800.00

61" 4X Rear Discharge Deck – In lieu of standard 61" deck for 225-61. (534340)

\$355.00

\$284.00

Grasshopper QuikQuote

#27270N00149



Quoted by

Henderson Implement Company

Columbia

6111 Paris Rd

Columbia, MO 65202

P: (573) 442-1252

Roger Davidson

E: rdavidson@hendersonimp.com

P: 573-442-1252 C: 573-818-4340

Quoted for

CITY OF MOBERLY



*Models may be shown with optional equipment
that may or may not appear on your specific quote*

Model 225 with 61" 4X Rear

Discharge Deck

Quoted: Nov 16, 2023

Power Unit & Deck

List Bid

Model 225 (534123)

\$14,395.00 \$11,516.00

747cc Kohler Command Pro Engine; "no-gears"
hydraulic pump-and-wheel-motor transmission; heavy-
duty extra-deep 61" cutting deck; luxury seat and shock-
absorbing footrest

61" 4X Rear Discharge Deck – In lieu of standard 61"
deck for 225-61. (534340) \$355.00 \$284.00

List Total: \$14,750.00

Bid Price: \$11,800.00

Additional Pricing Adjustments

+ Freight \$200.00

+ Set-Up \$150.00

Grand Total: \$12,150.00

Stipulation(s):

✓ Quote Expires in 30 days



Grasshopper QuikQuote #22001N00088

Quoted by

Ennis Implement Co Mexico

1250 Littleby Rd

Mexico, MO 65265

P: (573) 581-3223

Kurt Childs

E: kurt@ennisimpl.com

P: 5735813223

Quoted for

City of Moberly



*Models may be shown with optional equipment
that may or may not appear on your specific quote*

**Model 225 with 61" 4X Rear
Discharge Deck**

Quoted: Dec 5, 2023

Power Unit & Deck

List

Bid

Model 225 (534123)

\$14,395.00 \$12,228.43

747cc Kohler Command Pro Engine; "no-gears"
hydraulic pump-and-wheel-motor transmission; heavy-
duty extra-deep 61" cutting deck; luxury seat and shock-
absorbing footrest

61" 4X Rear Discharge Deck – In lieu of standard 61" \$355.00 \$301.57
deck for 225-61. (534340)

List Total: \$14,750.00

Bid Price: \$12,530.00

Grand Total: \$12,530.00

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Comm. Dev.
 Date: January 16, 2024

Agenda Item: Receipt Of Bids For Demolition of 515 S 5th Street.

Summary: The City of Moberly has been monitoring the property at 515 S 5th St. Over the past 6 months, significant deterioration has occurred on the south side where a portion of the home has fallen away and compromised the remainder of the structure. Subject to weather and structural connections being weakened, The Office of Building Inspections is seeking permission to award a contract for demolition to Weideman Dozing LLC for the amount of \$6,500.00. Attached are bids taken from Holman Construction and Weideman Dozing for the Emergency Demolition to the property at 515 S 5th St. Notices have been posted on the property and due to a lack of mail delivery, notices have also been posted in the newspaper per Abatement of Dangerous Building requirements. Asbestos will be tested and the contractor indicated that after review of the property he felt he could abate any necessary asbestos if tested hot. We received 2 bids for the demolition of 515 S 5th Street. Wiedeman Dozing for \$6,500.00 and JT Holman Construction, LLC for \$8,000.00. Staff recommends accepting the lowest bid.

Recommended

Action: Accept this bid.

Fund Name: Structure Demolition & Debris Removal

Account Number: 100.005.5418

Available Budget \$: 175,000.00

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

Wiedeman Dozing LLC
PO Box 134
Leonard, MO 63451

wiedemandozing@yahoo.com
+1 (660) 651-5074



City of Moberly, Missouri

Bill to
City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

Ship to
City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

Estimate details
Estimate no.: 1026
Estimate date: 12/08/2023

#	Product or service	Qty	Rate	Amount
1.	Demolition, lot cleaned, graded, seeded & mulched. Demolition of the house, lot clean up, grading, seeding, and mulching of the lot located at, 515 S 5th St Landfill covered by the city.		\$6,500.00	\$6,500.00
Total				\$6,500.00

JT Holman Construction, LLC

PO Box 591
Macon, MO 63552

#4.

Quote

Date	Quote #
11/29/2023	2464

Name / Address
City of Moberly 101 West Reed Street Moberly, MO 65270

Rep	Project

Description	Qty	Total
515 S 5th St Moberly, MO Demo only & fill in basement City pays landfill fees		8,000.00
Fully licensed & insured. We appreciate your consideration.		Total \$8,000.00

City of Moberly
City Council Agenda Summary

Agenda Number: #5.
Department: Parks and Recreation
Date: January 16, 2024

Agenda Item: Receipt Of Bids For Kiwanis Park.

Summary: Bids were received for the first phase of the Kiwanis Park LWCF grant project. The first phase includes the driveway, parking lot, sidewalk, pavilion, and restroom.

The attached tabulation shows the five bids received. After considering the challenges the City of Moberly has had with the low bidder historically (a pattern of significant delays and substandard work which would undermine the grant project), consulting with other contractors and communities who have experienced the same challenges, and consulting with the Bartlett & West and DNR, we are recommending the second low bid by Rhad A Baker.

Recommended

Action: Approve a motion to receive the bids.

Fund Name: Parks > Capital Improvements

Account Number: 114.000.5406

Available Budget \$: \$641,024.03

ATTACHMENTS: Memo, Staff Report, Correspondence, Bid Tabulation, P/C Recommendation, P/C Minutes, Application, Citizen, Consultant Report, Council Minutes, Proposed Ordinance, Proposed Resolution, Attorney's Report, Petition, Contract, Budget Amendment, Legal Notice, Other.
Roll Call: Mayor M Brubaker, Council Member M Lucas, M Kimmons, M Jeffrey, M Kyser
Aye, Nay, Passed, Failed



Project Name: Kiwanis Park Shelter & Site Improvements

Address: 911 Sinnock Ave.
Moberly, MO 65270

Architect/Engineer: Bartlett & West
1200 SW Executive Dr.
Topeka KS
1.785.272.2252

Shannon City Clerk

Project Number: 19254.038

Bid Date: 12/12/2023
Date Awarded:

[illegible]

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 12.12.2023

Name

Shannon Hance

Graysan Peniston

DEREK CAMPBELL

Chris Hicks

Chad Nierman

Leah Balch

Troy Bock

Paul Ventresca

Steven Wise

Company

City of Moberly

S & A Equipment and Builders

DIAMOND CONTRACTORS, INC.

BT Halman

GBH Builders

Rhad Balch Const.

City of Moberly

B + W

B&W

PROPOSAL

Sealed bids, addressed to City of Moberly, 303 N. Main St., Moberly, Missouri, 64834 will be received by the City of Moberly until **December 12, 2023 at 1:00 P.M. Local Time at City Hall at 101 West Reed Street, Moberly, MO 65270**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

(1) **PROPOSED WORK:** The proposed work includes construction of a new park shelter with associated site improvements, located at 911 Sinnock Ave. in Moberly MO as identified in the Bid Package Construction Documents and Project Manual.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

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

Calendar Days: 160 calendar days starting from the date of the Notice to Proceed

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

Liquidated damages per day \$350/Calendar Day

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☐ Paper Bid Bond
- ☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

<https://purch.oa.mo.gov/vendor-information/e-verify-information>

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

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

employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

Contractors are required to fill out the Build America, Buy America Certification and Material of Origin form before materials can be used in the project. It is recommended during the bidding process that each bidder fill out the first 3 pages of the Certification and fill out as much of the Materials Origin form as possible for each item. If the contractor has their own material of origin form, it can be substituted for the MO DNR Material Origin form.

www.doi.gov/grants/BuyAmerica

Determine and certify that to the best of Provider's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.

Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, Missouri DNR regulations, and BABAA requirements.

Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the Applicant and Agency.

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

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

JT Holman General Construction & Excavating, LLC
which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

Indicate by marking the appropriate box below.

☐ sole individual ☐ partnership ☐ joint venture
☒ corporation, incorporated under laws of state of (S corp / LLC)

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

Executed by bidder this 12 day of December 2023.

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

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

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

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

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

JAMES T HOLMAN

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. The City of Moberly reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all

bids.

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

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Moberly Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

(19) **DBE GOAL:** The DBE Goal for this project is set at 4.0%.

(20) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** It is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this 12 day of December 2023.

This Proposal is respectfully submitted,

ATTEST:
By Kous Cook
Title Secretary
(Seal)
(If Bid by a Corporation)

JT Holman Construction, LLC
Name of Bidder

By [Signature]
Title Owner

2016 Jims Rd Macon, MO 63552
Bidders' Address

BID.....00301

PROPOSAL of JT Holman Construction, LLC
hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Missouri
- * a partnership consisting of _____
- * an individual d/b/a _____

TO: City of Moberly, Missouri, hereinafter referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of **the Kiwanis Park Site Improvements and Shelter** in strict accordance with these Contract Documents, within the period of time set out herein, and for the price, stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within seven (7) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. a. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to complete the Contract within One Hundred Sixty (160) consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages to the Owner, the sum of \$350.00 each consecutive calendar day thereafter, as provided in Section 15 of the General Conditions. Bidder further agrees to reimburse suppliers, manufacturers, and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the Bidder to fully complete the Project within the established time, as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. 1

No.

No.

No.

Date: 11/28/23

Date:

Date:

Date:

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following lump sum price. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
1	LS	Construct Park Site Improvements and Shelter		\$ <u>799,500.00</u>
2	LS	Alternate 01: Concrete Ribbon Curb		\$ <u>29,950.00</u>

TOTAL BID AMOUNT - Eight hundred twenty nine thousand, Four hundred
Fifty dollars . no DOLLARS (\$ 829,450.00)
 (Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

BIDDER understands and acknowledges that the preceding bid price will serve as the basis for comparison of bids; however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids, but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the project to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The City of Moberly shall award the project to the lowest BIDDER. BIDDER understands that the OWNER reserves the right to reject any and all BIDS and to waive any informalities in the Bidding.

ATTEST:

By

Title

(SEAL)
 (If Bid is a Corporation)

Respectfully Submitted

Name of Contractor

By

Name & Title (Please Print or Type)

Address (Including Zip Code)

Project No.: 19254.038
Owner: City of Moberly, Missouri

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri)
County of Macon) ss

On this 12 day of December, 2023, before me appeared JAMES T. HOLMAN, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the OWNER of JT HOLMAN CONSTRUCTION LLC
(President or other agent)

that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Macon, Missouri the day and year first above written.

(SEAL)

KARAJ COOK
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 2, 2025
MACON COUNTY
COMMISSION #17541473

Karaj Cook
Notary Public

My commission expires August 2, 2025

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we J.T. Holman General Construction & Excavating, LLC as principal and Merchants National Bonding, Inc. as surety, are held and firmly bound unto the (Insert LPA Name) City of Moberly, MO in the penal sum of Five Percent of the Total Amount Bid----- Dollars (\$ 5%) to be paid to the City of Moberly, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this December 7, 2023
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Moberly on the Moberly Park Shelter, Playground and associated Site Improvements as set out in said bid;

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

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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

SEAL

J.T. Holman General Construction & Excavating, LLC
Principal
By [Signature] Signature

SEAL

Merchants National Bonding, Inc.
Surety
By Cindy Bennett Signature of Attorney in Fact
Cindy Bennett

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.



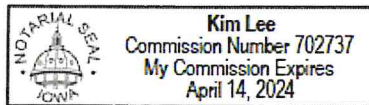
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



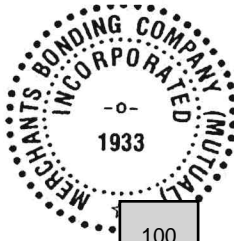
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of December, 2023.



William Warner Jr.
Secretary

AFFIDAVIT of COMPLIANCESection 285.530.2

State of Missouri) ss

County of Macon)

Now this 12 day of December, 2023, the undersigned,
being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of JT Holman General Construction + Excavating, LLC
(name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of

JT Holman General Construction + Excavating, LLC
(name of business entity, same as above)

4. I state and affirm that JT Holman General Construction + Excavating, LLC is enrolled and is
(name of business entity, same as above)

currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, JT Holman General Construction + Excavating, LLC does not knowingly employ
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, JT Holman General Construction + Excavating, LLC has performed an electronic
 (name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

I certify under penalty of perjury that the statements above are
complete, true and accurate to the best of my knowledge and belief.



 Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

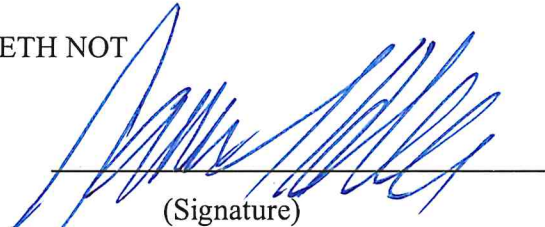
I certify under penalty of perjury that the statements above
are complete, true and accurate to the best of my knowledge and
belief.



 Human Relations Director, *Office Admin*

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 12 day of December in the year 2023, before me, KARA J COOK
a Notary Public in and for said State, personally appeared James T Holman, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the
county and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

KARA J COOK
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 2, 2025
MACON COUNTY
COMMISSION #17541473



Company ID Number: 175717

Client Company ID Number: 813902

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902



#5.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer: J.T. Holman General Contractor, LLC	
Name (Please Type or Print) <i>James T. Holman</i>	Title <i>Owner</i>
Signature <i>James T. Holman</i>	Date <i>09/15/2014</i>
E-Verify Employer Agent Moresource, Inc.	
Name (Please Type or Print) Sheila D. Johnson	Title
Signature Electronically Signed	Date 09/15/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/15/2014

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we S & A Equipment & Builders as principal and Granite Re, Inc. as surety, are held and firmly bound unto the (Insert LPA Name) City of Moberly, MO in the penal sum of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) to be paid to the City of Moberly, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this December 12, 2023
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Moberly on the Moberly Park Shelter, Playground and associated Site Improvements as set out in said bid;

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

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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

S & A Equipment & Builders
Principal

SEAL By [Signature]
Signature

Granite Re, Inc.
Surety

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



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

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH; ROBERT L. COX II its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

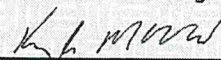
DAVID SALAVITCH; ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



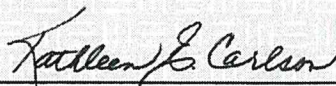

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public

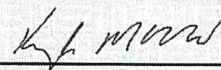
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
12th day of December, 2023.




Kyle P. McDonald, Secretary/Treasurer

10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
ph (785) 272-2252
www.bartlettwest.com

ADDENDUM NO. 1

November 28, 2023

ISSUED FOR:

City of Moberly
Attn: Troy Bock
101 West Reed St.
Moberly, MO 65270

ISSUED BY ARCHITECT

Bartlett & West, Inc.
10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
Contact: Steven Wise
Phone Number: (785) 272-2252
E-Mail: steve.wise@bartwest.com

NOTICE TO ALL BIDDERS FOR THE:

Kiwanis Park Site Improvements & Shelter Project

911 Sinnock Ave.
Moberly, MO 65270
Project No. 19254.038

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Contract Bid and Construction Documents.

The Addendum No. 1 is a part of the Contract Bid and Construction Documents and shall govern in the performance of the Work.

Article 1-1, Geotechnical Report

- A. **ADD** Geotechnical Report. Refer to the attached report provided by Alpha Omega.

Article 1-2, Project Manual, Section 074113 – METAL ROOF PANELS

- A. **MODIFY** Section 074113, paragraph 2.01 to include DMI IL20 metal roof panels as an acceptable panel manufacturer and system. The roof assembly will need to meet the specified wind uplift and other design criteria indicated in paragraph 2.02 and other requirements provided in section 074113.

Article 1-3, Bidder Question

- A. **Question:** C600 shows HC signpost detail with breakaways but notes SOUTH ADA stall...there are no HC's on south side.

Response: All 4 proposed ADA stalls will be on the north side of the parking lot. There will be no ADA stalls on the south side of the parking lot. Pavement striping shall be installed as shown in the plans.

Article 1-4, Bidder Questions

- A. **Question:** The site layout plan and geotechnical report state that geogrid is to be placed beneath all base rock under pavement areas. But the details in the civil plans show fabric and not geogrid. Please clarify what is required.

Response: Pavement to be installed on geogrid per the geotechnical report.

*** RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM ***



10895 Grandview Dr., 24 Corporate Woods, suite 110
Overland Park, KS 66210
ph (785) 272-2252
www.bartlettwest.com

Project Manual Permit Package

For:

KIWANIS PARK SITE IMPROVEMENTS & SHELTER

911 Sinnock Ave.
Moberly, Missouri 65270
Troy Bock
(660) 269-7613

June 13, 2023

TABLE OF CONTENTS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

	INVITATION TO BID
	BIDDER CHECKLIST
	PROPOSAL
	BID BOND
	BID FORM AND BID SCHEDULE
	BIDDER'S ACKNOWLEDGEMENT
	CONTRACT
	REQUEST FOR APPROVAL OF SUBCONTRACT
	GENERAL CONDITIONS FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS
	AIA A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER-CONTRACTOR
	AIA A101 EXHIBIT A
00800	AIA A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
	SUPPLEMENTAL GENERAL CONDITIONS
	AIA A312 PERFORMANCE BOND
	AIA A312 PAYMENT BOND
	E-VERIFY MOU SIGNATURE PAGE - SAMPLE
	E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION PAGE - SAMPLE
	AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
	ANTI-COLLUSION STATEMENT
	SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION
	BUILD-AMERICA BUY-AMERICA CERTIFICATION
	DBE SUBMITTAL FORMS
	MISSOURI PROJECT EXEMPTION CERTIFICATE FORM 5060
	CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING
	CERTIFICATION OF NON-SEGREGATED FACILITIES
	ACCESSIBILITY CHECKLIST

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY
012000	PRICE AND PAYMENT PROCEDURES
012300	ALTERNATES
012500	SUBSTITUTION PROCEDURES
013000	ADMINISTRATIVE REQUIREMENTS
013216	CONSTRUCTION PROGRESS SCHEDULE
014000	QUALITY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017000	EXECUTION AND CLOSEOUT REQUIREMENTS
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017800	CLOSEOUT SUBMITTALS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061000	ROUGH CARPENTRY
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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

072100	THERMAL INSULATION
--------	--------------------

072700	AIR BARRIERS
074113	METAL ROOF PANELS
075400	THERMOPLASTIC MEMBRANE ROOFING
076200	SHEET METAL FLASHING AND TRIM
079200	JOINT SEALANTS

DIVISION 08 - OPENINGS

081613	FIBERGLASS DOORS
087100	DOOR HARDWARE

DIVISION 09 - FINISHES

092116	GYPSUM BOARD ASSEMBLIES
096500	RESILIENT FLOORING
097800	INTERIOR WALL PANELING
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

102800	TOILET ACCESSORIES
--------	--------------------

DIVISION 22 - PLUMBING

220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
220518	ESCUTCHEONS FOR PLUMBING PIPING
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220719	PLUMBING PIPING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
224100	RESIDENTIAL PLUMBING FIXTURES
224213.13	COMMERCIAL WATER CLOSETS
224216.13	COMMERCIAL LAVATORIES
224216.16	COMMERCIAL SINKS

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230713	DUCT INSULATION
232300	REFRIGERANT PIPING
233113	METAL DUCTS
238126.13	SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

DIVISION 26 - ELECTRICAL

260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL
260510	COMMON MOTOR REQUIREMENTS
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

260523	CONTROL-VOLTAGE ELECTRICAL POWER CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
260923	LIGHTING CONTROL DEVICES
262416	PANELBOARDS
262713	ELECTRICITY METERING
262726	WIRING DEVICES
262813	FUSES
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
265119	LED INTERIOR LIGHTING
265619	LED EXTERIOR LIGHTING

INVITATION TO BID

Sealed proposals, addressed to:

City of Moberly
Attn: Troy Bock
101 West Reed Street
Moberly, MO 65270

and endorsed "Proposal" for the Kiwanis Park Site Improvements and Shelter will be received by the City of Moberly until **December 12, 2023, at 1:00 P.M. Local Time** and then publicly opened and read aloud at Moberly City Hall, 101 W. Reed St., Moberly, MO 65270.

The proposed work includes construction of a park shelter and site improvements as identified in the attached Bid Package Construction Documents and Project Manual.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City Clerk, at (660) 269-7613, at least five (5) working days prior to the bid opening you plan to attend.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal.

The City of Moberly hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award. Federal Land and Water Conservation Funds are being used in this project, and all relevant federal, state, and local requirements apply.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee of \$54.68 on-line at planroom.drexeltech.com in their eDistribution plan room. Bid set pricing for a complete set (1 copy) will be \$138.87. Additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Proposals must be on forms provided. The right is reserved to reject any or all bids or waive any minor informalities. The project will be awarded to the lowest, responsive, responsible bidder.

City of Moberly, Missouri

Date: November 15, 2023

Troy Bock, Parks & Rec Director

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. N/A
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. Bidder's Acknowledgment, Anti-Collusion Statement, and Certification Regarding Affirmative Action must also be included. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and project number on the outside of the envelope.**
- ☐ 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- ☐ 5. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.
- ☐ 6. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 7. Submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 8. If a DBE is used, submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☐ 9. Submit all E-Verify Information, including Affidavit of Compliance and Memorandum of Understanding (MOU).
- ☐ 10. Staple addenda to the bid in the appropriate part of the bid. The letter (if applicable) accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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

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

.....

All questions concerning the bid document preparation can be directed Troy Bock at (660) 269-7613. Project specific questions can be directed to Steve Wise, AIA, Bartlett & West at 785.272.2252, steve.wise@bartwest.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City Clerk, at (660) 269-7613 at least five (5) working days prior to the bid opening.

PROPOSAL

Sealed bids, addressed to City of Moberly, 303 N. Main St., Moberly, Missouri, 64834 will be received by the City of Moberly until **December 12, 2023 at 1:00 P.M. Local Time at City Hall at 101 West Reed Street, Moberly, MO 65270**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

(1) **PROPOSED WORK:** The proposed work includes construction of a new park shelter with associated site improvements, located at 911 Sinnock Ave. in Moberly MO as identified in the Bid Package Construction Documents and Project Manual.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

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

Calendar Days: 160 calendar days starting from the date of the Notice to Proceed

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

Liquidated damages per day \$350/Calendar Day

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

<https://purch.oa.mo.gov/vendor-information/e-verify-information>

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

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

employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

Contractors are required to fill out the Build America, Buy America Certification and Material of Origin form before materials can be used in the project. It is recommended during the bidding process that each bidder fill out the first 3 pages of the Certification and fill out as much of the Materials Origin form as possible for each item. If the contractor has their own material of origin form, it can be substituted for the MO DNR Material Origin form.

www.doi.gov/grants/BuyAmerica

Determine and certify that to the best of Provider's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.

Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, Missouri DNR regulations, and BABAA requirements.

Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the Applicant and Agency.

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

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

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

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

Indicate by marking the appropriate box below.

- ☒ sole individual
- ☐ partnership
- ☐ joint venture
- ☐ corporation, incorporated under laws of state of _____.

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

Executed by bidder this 11th day of December 2023.

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

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

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

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

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

Ryan T. Arrowood
Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. The City of Moberly reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all

bids.

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

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Moberly Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

(19) **DBE GOAL:** The DBE Goal for this project is set at 4.0%.

(20) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** It is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this 17th day of December 2023.

This Proposal is respectfully submitted,

ATTEST:

By _____

Title _____

(Seal)
(If Bid by a Corporation)

S + A Equipment & Builders LLC
Name of Bidder

By [Signature]

Title owner

7398 CR 409, Fulton, MO 65251
Bidders' Address

BID00301

PROPOSAL of S + A Equipment + Builders LLC
hereinafter referred to as BIDDER,

* a corporation arranged under the laws of the State of _____

* a partnership consisting of _____

* an individual d/b/a S + A Equipment + Builders LLC

TO: City of Moberly, Missouri, hereinafter referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of **the Kiwanis Park Site Improvements and Shelter** in strict accordance with these Contract Documents, within the period of time set out herein, and for the price, stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within seven (7) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. a. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to complete the Contract within One Hundred Sixty (160) consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages to the Owner, the sum of \$350.00 each consecutive calendar day thereafter, as provided in Section 15 of the General Conditions. Bidder further agrees to reimburse suppliers, manufacturers, and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the Bidder to fully complete the Project within the established time, as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. 1 Date: 11-28-23
 No. Date:
 No. Date:
 No. Date:

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following lump sum price. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
1	LS	Construct Park Site Improvements and Shelter	492,829.32	\$ 492,829.32
2	LS	Alternate 01: Concrete Ribbon Curb	30,872.00	\$ 30,872.00

TOTAL BID AMOUNT - Five Hundred Twenty Three Thousand Seven Hundred
One Dollars Thirty Two Cents DOLLARS (\$ 523,701.32)
 (Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

BIDDER understands and acknowledges that the preceding bid price will serve as the basis for comparison of bids; however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids, but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the project to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The City of Moberly shall award the project to the lowest BIDDER. BIDDER understands that the OWNER reserves the right to reject any and all BIDS and to waive any informalities in the Bidding.

ATTEST:

By _____

 Title

(SEAL)
 (If Bid is a Corporation)

Respectfully Submitted

S + A Equipment + Builders LLC
 Name of Contractor

By R7 [Signature]

Ryan + Arrowood, owner
 Name & Title (Please Print or Type)

1398 CR 409, Fulton, MO
 Address (Including Zip Code) 65251

Project No.: 19254.038
Owner: City of Moberly, Missouri

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MO)
County of Callaway) ss

On this 11th day of December, 2023, before me appeared Ryan Arrowood, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the Owner of S & A Equipment + Builders LLC
(President or other agent)
that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Fulton, MO the day and year first above written.

(SEAL)

Marla Arrowood
Notary Public

My commission expires 11-19-2024

MARLA ARROWOOD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 19, 2024
CALLAWAY COUNTY
COMMISSION #12405383

Project No.: 19254.038
Owner: City of Moberly, Missouri

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the City of Moberly, Missouri, First Party, hereinafter referred to as the OWNER, and _____, Second Party, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1. It is hereby mutually agreed that for and in consideration of the sum of & 00/100 Dollars (\$0.00), to be paid the Contractor by the Owner as set forth in the General Provisions, the said Contractor shall furnish all labor, equipment, accessories, and materials (except material otherwise furnished as specified), and shall perform all work necessary to construct and complete the improvements in good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pertinent to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work at stated intervals, in the amounts certified by the Engineer, in accordance with the provisions of the General Provisions, and as set forth in the proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due to the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications to the original contract will be paid by the Owner to the Contractor within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" whenever used herein as referring to the Contractor, shall be deemed to refer to said Contractor whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Provisions and they are hereby made a part of this agreement as fully as if set out at length herein.

CONTRACTOR'S RESPONSIBILITIES FOR BUILD AMERICA, BUY AMERICA (BABAA)

- a. All products must meet BABAA requirements.
- b. Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that each applicable Manufacturer will comply with BABAA, must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA requirement and documentation.
- c. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- d. Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.
- e. For any change orders, Contractor shall provide BABAA compliant documentation for any new products or materials required by the change.
- f. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. An approved Manufacturer's Certification or waiver prior to items being delivered to the project site is required.
- g. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

Project No.: 19254.038
Owner: City of Moberly, Missouri

ANTI-COLLUSION STATEMENT

State of MO)
County of Callaway)ss

Ryan Arrowood, being first duly sworn, deposes and says that he is owner

(Title of Person Signing)
of S + A Equipment + Builders LLC

(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By _____
By _____

Sworn to before me this 12th day of Dec, 2023

Marla Arrowood
Notary Public

My Commission Expires 11-19-2024

MARLA ARROWOOD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 19, 2024
CALLAWAY COUNTY
COMMISSION #12405383

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project No.: 19254.038
Owner: City of Moberly, Missouri

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

S & A Equipment & Builders LLC
Company

By: R J [Signature]

Date: 12-12-2023

owner
Title

Project No.: 19254.038
Owner: City of Moberly, Missouri

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this Agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

ATTEST:

(SEAL)

OWNER, FIRST PARTY

City of Moberly, Missouri

By _____

Name & Title (Please Print or Type)

ATTEST:

(Name & Title) (Please Print or Type)

(SEAL)

CONTRACTOR, SECOND PARTY

Firm Name

By _____

Name & Title (Please Print or Type)

Address

REQUEST FOR APPROVAL OF SUBCONTRACT

Project: Kiwanis Park Site Improvements and Shelter
Owner: City of Moberly
TO: Troy Bock, Parks & Rec Director

We request the Owners approval to sublet the items of work listed on the back of this form to:

Subcontractor: _____
Address: _____
Telephone: _____

The Subcontractor is classified:
____ Non-DBE
____ DBE

This request complies with requirements of the Standard Specifications, Supplemental Specifications, and Special Provisions, including but not limited to:

Required Contract Provisions (General Conditions for Federally Funded/Assisted Construction Projects)
Respectfully submitted,

US. Dept. of Labor Wage rates
State Wage Rate Requirements
Non discrimination in Employment
Equal Employment Opportunity
Nonsegregated Facilities
Small Business Act

(Contractor)

By _____
Date

Have you attached the necessary EEO forms (If Required)?

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____

10.		
11.		
12.		
13.		
14.		
15.		

OWNER APPROVAL

Approval – Owner's Representative	Date
-----------------------------------	------

Distribution after approval:
Contractor, Owner's Rep., Subcontractor

CONTRACTOR'S INSTRUCTIONS FOR FILLING OUT REQUEST TO SUBCONTRACT WORK

Fill in Project Number, Route, County/City, Owner's Representative's Name, Subcontractor's Name, Address and Telephone, Subcontractor Classification, Contractor Signature Block and Date.

Do not write below the double line.

List items in the same order as they appear in the contract.

Quantities on the request may be different than in the contract. Partial quantities are acceptable with an explanation. (Put an * by Quantity and an * with explanation listed below item descriptions.)

The Unit Price on a request can never be more than the unit price stated in the contract (No Exceptions).

The Unit Price on a request may be less than the unit price stated in the contract. (Put an * by unit price and an * with explanation listed below item descriptions.)

Use the following table to determine in what column to place the subcontracted amounts:

	Sublet Amount -----	DBE Allowance -----
<u>Without DBE Requirements in Project:</u>		
Non-DBE sub doing work:	Yes	No
DBE sub doing work:	Yes	No
<u>With DBE Requirements in Project:</u>		
Non-DBE sub doing work:	Yes	No
DBE sub doing work:	No	Yes*

*May not exceed the maximum DBE allowance in the contract. It then becomes a non-specialty item and is listed in the appropriate amount column.

Fill in the column Totals, then STOP. Do not write below the double line.

For subcontractors in excess of \$10,000.00, submit the proposed subcontractors completed Certification Regarding Equal Opportunity and Affirmative Action in Subcontracting with this request.

Does the proposed subcontractor have the proper insurance submitted? If not, the request cannot be approved.

PROPOSAL

Sealed bids, addressed to City of Moberly, 303 N. Main St., Moberly, Missouri, 64834 will be received by the City of Moberly until **December 12, 2023 at 1:00 P.M. Local Time at City Hall at 101 West Reed Street, Moberly, MO 65270**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

(1) **PROPOSED WORK:** The proposed work includes construction of a new park shelter with associated site improvements, located at 911 Sinnock Ave. in Moberly MO as identified in the Bid Package Construction Documents and Project Manual.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

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

Calendar Days: 160 calendar days starting from the date of the Notice to Proceed

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

Liquidated damages per day \$350/Calendar Day

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.



Paper Bid Bond



Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

<https://purch.oa.mo.gov/vendor-information/e-verify-information>

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

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

employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

Contractors are required to fill out the Build America, Buy America Certification and Material of Origin form before materials can be used in the project. It is recommended during the bidding process that each bidder fill out the first 3 pages of the Certification and fill out as much of the Materials Origin form as possible for each item. If the contractor has their own material of origin form, it can be substituted for the MO DNR Material Origin form.

www.doi.gov/grants/BuyAmerica

Determine and certify that to the best of Provider's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.

Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, Missouri DNR regulations, and BABAA requirements.

Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the Applicant and Agency.

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

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

Rhad A. Baker Construction LLC

which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ *LLC organized* corporation, incorporated under laws of state of MISSOURI

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


Executed by bidder this 12th day of December 2023.

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

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

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

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


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

Rhad Baker
Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. The City of Moberly reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all

bids.

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

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Moberly Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

(19) **DBE GOAL:** The DBE Goal for this project is set at 4.0%.

(20) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** It is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this 12th day of December 2023.

This Proposal is respectfully submitted,

ATTEST:

By [Signature]

Title Office Manager
(Seal)

(If Bid by a Corporation)

Rhonda A. Baker Construction LLC
Name of Bidder

By [Signature]

Title Managing Member

4851 CRD 219, Fulton, MO
Bidders' Address
65251

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we Rhad A. Baker Construction LLC as principal and Lexon Insurance Company as surety, are held and firmly bound unto the (Insert LPA Name) City of Moberly in the penal sum of Five percent of the amount of the bid Dollars (\$ 5%) to be paid to the City of Moberly, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this December 12, 2023
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Moberly on the Moberly Park Shelter, Playground and associated Site Improvements as set out in said bid;

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

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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

Rhad A. Baker Construction LLC
Principal

SEAL

By


Signature

Lexon Insurance Company
Surety

SEAL

By


Signature of Attorney in Fact
Katherine D. Tanner

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



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

12719

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Katherine D. Tanner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23.



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of December, 2023.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International, 890 Lebanon Road, Mount Juliet, TN 37122-2870

BID.....00301

PROPOSAL of Rhad A. Baker Construction

hereinafter referred to as BIDDER
~~etc~~ incorporated
* a corporation organized under the laws of the State of Missouri

* a partnership consisting of _____

* an individual d/b/a _____

TO: City of Moberly, Missouri, hereinafter referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of the Kiwanis Park Site Improvements and Shelter in strict accordance with these Contract Documents, within the period of time set out herein, and for the price, stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within seven (7) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. a. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to complete the Contract within One Hundred Sixty (160) consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages to the Owner, the sum of \$350.00 each consecutive calendar day thereafter, as provided in Section 15 of the General Conditions. Bidder further agrees to reimburse suppliers, manufacturers, and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the Bidder to fully complete the Project within the established time, as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. 1

No.

No.

No.

Date: 11/28/23

Date:

Date:

Date:

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following lump sum price. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
1	LS	Construct Park Site Improvements and Shelter	\$ 585,300.00	\$ 585,300.00
2	LS	Alternate 01: Concrete Ribbon Curb	\$ 22,000.00	\$ 22,000.00

TOTAL BID AMOUNT - Six hundred seven thousand,
three hundred DOLLARS (\$ 607,300.00)
 (Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

BIDDER understands and acknowledges that the preceding bid price will serve as the basis for comparison of bids; however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids, but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the project to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The City of Moberly shall award the project to the lowest BIDDER. BIDDER understands that the OWNER reserves the right to reject any and all BIDS and to waive any informalities in the Bidding.

ATTEST:

By [Signature]
Office Manager
 Title

(SEAL)
 (If Bid is a Corporation)

Respectfully Submitted

Rhoad A. Baker Construction LLC
 Name of Contractor

By [Signature]
Rhoad Baker, Office Manager
 Name & Title (Please Print or Type)

4851 Co Rd 219, Fulton, MO
 Address (Including Zip Code) 65251

Project No.: 19254.038
Owner: City of Moberly, Missouri

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri)
County of Callaway) ss

On this 12th day of December, 2023, before me appeared Rhad Baker, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

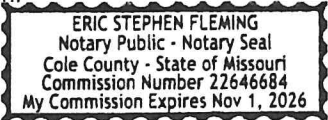
(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the Managing Member of Rhad A. Baker Construction LLC
(President or other agent)

that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 9:42 Am, December 12, 2023 the day and year first above written.

(SEAL) 

Eric Fleming
Notary Public

My commission expires Nov. 1, 2026

Project No.: 19254.038
Owner: City of Moberly, Missouri

ANTI-COLLUSION STATEMENT

State of Missouri)
County of Callaway)ss

Rhoad Baker, being first duly sworn, deposes and says that he is Managing
Member (Title of Person Signing)
of Rhoad A. Baker Construction LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

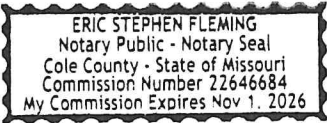
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By _____
By _____

Sworn to before me this 12th day of December, 2023

Eric Fleming
Notary Public

My Commission Expires Nov. 1, 2026



SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project No.: 19254.038
Owner: City of Moberly, Missouri

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

- 1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
- 2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
- 3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Date: 12/12/23

Rhad A. Baker Construction LLC
Company
By: [Signature]
Managing Member
Title

AFFIDAVIT of COMPLIANCESection 285.530.2

State of Missouri) ss

County of Callaway)

Now this 12th day of December, 2023, the undersigned,
being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Rhad A. Baker Construction LLC
(name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of
Rhad A. Baker Construction LLC
(name of business entity, same as above)

4. I state and affirm that Rhad A. Baker Construction LLC is enrolled and is
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

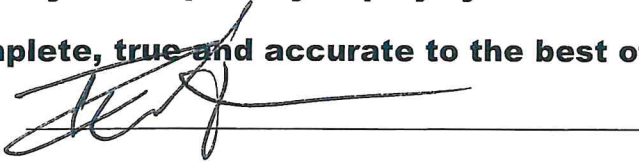
5. Further, Rhad A. Baker Construction LLC does not knowingly employ
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, Rhoad A. Baker Construction LLC has performed an electronic
 (name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

I certify under penalty of perjury that the statements above are
complete, true and accurate to the best of my knowledge and belief.



Authorized Agent, Partner, Owner or Officer


*If business has a Human Relations Director or equivalent that person
 must sign as an affiant as well.*

I certify under penalty of perjury that the statements above
are complete, true and accurate to the best of my knowledge and
belief.

 Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form
 is not required but the Attorney General has deemed this affidavit
 sufficient in form to satisfy the requirements of section 285.540, RSMo.,
 Supp. 2008.*

FURTHER THE AFFIANT SAYETH NOT

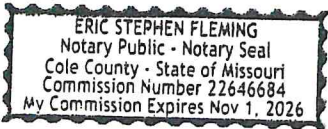

(Signature)

On this 12th day of December in the year 20 23, before me, Eric Fleming
a Notary Public in and for said State, personally appeared Rhoad Baker, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the
county and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: Nov. 1, 2026



Company ID Number: 1269075

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Rhad A. Baker Construction LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1269075

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1269075

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1269075

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1269075

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1269075

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1269075

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1269075

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1269075

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1269075

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1269075

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 1269075

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1269075

Approved by:

Employer Rhad A. Baker Construction LLC	
Name (Please Type or Print) Leah Baker	Title
Signature Electronically Signed	Date 02/06/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2018

Company ID Number: 1269075

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Rhad A. Baker Construction LLC
Company Facility Address	4851 County Road 219 Fulton, MO 65251
Company Alternate Address	
County or Parish	CALLAWAY
Employer Identification Number	204501223
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number: 1269075

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI	1 site(s)
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Company ID Number: 1269075

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Leah B Baker
Phone Number (573) 489 - 6471
Fax Number (573) 642 - 3454
Email Address rhad_baker@yahoo.com

Build America, Buy America Certification

Project Number: 19254.038

Project Title: Kiwanis Park Site Improvements and Shelter

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime

facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

Build America, Buy America Waiver Requests:

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference (see definition above) in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law P.L. 117-58, using one of the following provisions:

☒ The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

☐ The project/product has foreign steel or iron, manufactured products, or construction materials; a **Build America, Buy America** waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: Rhad A. Baker, Construction LLC
 Signature of Authorized Official: [Signature]
 Name of Authorized Official: Rhad Baker
 Title: Owner/Managing Member
 Date: 12/12/23



10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
ph (785) 272-2252
www.bartlettwest.com

ADDENDUM NO. 1

November 28, 2023

ISSUED FOR:

City of Moberly
Attn: Troy Bock
101 West Reed St.
Moberly, MO 65270

ISSUED BY ARCHITECT

Bartlett & West, Inc.
10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
Contact: Steven Wise
Phone Number: (785) 272-2252
E-Mail: steve.wise@bartwest.com

NOTICE TO ALL BIDDERS FOR THE:

Kiwanis Park Site Improvements & Shelter Project
911 Sinnock Ave.
Moberly, MO 65270
Project No. 19254.038

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Contract Bid and Construction Documents.

The Addendum No. 1 is a part of the Contract Bid and Construction Documents and shall govern in the performance of the Work.

Article 1-1, Geotechnical Report

- A. **ADD** Geotechnical Report. Refer to the attached report provided by Alpha Omega.

Article 1-2, Project Manual, Section 074113 – METAL ROOF PANELS

- A. **MODIFY** Section 074113, paragraph 2.01 to include DMI IL20 metal roof panels as an acceptable panel manufacturer and system. The roof assembly will need to meet the specified wind uplift and other design criteria indicated in paragraph 2.02 and other requirements provided in section 074113.

Article 1-3, Bidder Question

- A. **Question:** C600 shows HC signpost detail with breakaways but notes SOUTH ADA stall...there are no HC's on south side.

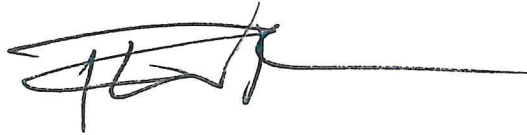
Response: All 4 proposed ADA stalls will be on the north side of the parking lot. There will be no ADA stalls on the south side of the parking lot. Pavement striping shall be installed as shown in the plans.

Article 1-4, Bidder Questions

- A. **Question:** The site layout plan and geotechnical report state that geogrid is to be placed beneath all base rock under pavement areas. But the details in the civil plans show fabric and not geogrid. Please clarify what is required.

Response: Pavement to be installed on geogrid per the geotechnical report.

*** RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM ***

A handwritten signature in black ink, consisting of a stylized, cursive script followed by a long horizontal line extending to the right.

Project No.: 19254.038
Owner: City of Moberly, Missouri

ANTI-COLLUSION STATEMENT

State of Missouri)
County of Jackson)ss

Matthew Perry, being first duly sworn, deposes and says that he is the Corporate Secretary
/ Director of Finance (Title of Person Signing)
of Diamond Contractors Inc
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Matthew Perry
By Corporate Secretary / Director of Finance
By Diamond Contractors Inc

Sworn to before me this 12 day of December, 2023

Jami Lane
Notary Public

My Commission Expires 3/28/26

JAMI LANE
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 14855042
Jackson County
My Commission Expires: Mar. 28, 2026

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project No.: 19254.038
Owner: City of Moberly, Missouri

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. ~~Affirmative Action Program:~~ That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. ~~Compliance Reports:~~ That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

We have not previously participated in a state or federal project or contract that has required the above participation in or establishment of an affirmative action program, nor been required to file the compliance reports.

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Diamond Contractors Inc
Company

By: Matthew Perry

Date: 12/12/2023

Corp Secretary / Director of Finance
Title

Project No.: 19254.038
Owner: City of Moberly, Missouri

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this Agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

ATTEST:

(SEAL)

OWNER, FIRST PARTY

City of Moberly, Missouri

By _____

Name & Title (Please Print or Type)

ATTEST:

Lori Perry

Lori Perry - Owner & CEO
(Name & Title) (Please Print or Type)

(SEAL)

CONTRACTOR, SECOND PARTY

Diamond Contractors Inc
Firm Name

By *Matthew Perry*

Matthew Perry - Corp Sec / Director of Finance
Name & Title (Please Print or Type)

4224 NE Port Dr, Lee's Summit MO 64064
Address

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we Diamond Contractors, Inc. as principal and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the (Insert LPA Name) City of Moberly, Missouri in the penal sum of 5% of Bid Amount FORTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FOUR Dollars (\$ 42,478.⁰⁰) to be paid to the City of Moberly, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12/12/2023
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Moberly on the Moberly Park Shelter, Playground and associated Site Improvements as set out in said bid;

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

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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

Diamond Contractors, Inc.

Principal

By Lori L. Gony
Signature

Travelers Casualty and Surety Company of America
Surety

By Connie Johnson
Signature of Attorney in Fact

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

#5.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Carlee Johnson** of Topeka, Kansas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **December**, 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and details of the bond to which the power is attached.

Company ID Number:

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Diamond Contractors Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number:

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number:

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number:

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number:

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number:

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number:

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number:

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number:

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).


F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number:

Approved by:

Employer	
Diamond Contractors Inc	
Name (Please Type or Print)	Title
Matthew Perry	Corp Secretary/ Dir of Finance
Signature	Date
	12/12/23
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) ss

County of Jackson)

Now this 12th day of December, 2023, the undersigned,
being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Diamond Contractors Inc
(name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of Diamond Contractors Inc.
(name of business entity, same as above)
4. I state and affirm that Diamond Contractors Inc is enrolled and is
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Diamond Contractors Inc does not knowingly employ
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, Diamond Contractors Inc has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

I certify under penalty of perjury that the statements above are
complete, true and accurate to the best of my knowledge and belief.



Authorized Agent, Partner, Owner or Officer

*If business has a Human Relations Director or equivalent that person
must sign as an affiant as well.*

I certify under penalty of perjury that the statements above
are complete, true and accurate to the best of my knowledge and
belief.

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form
is not required but the Attorney General has deemed this affidavit
sufficient in form to satisfy the requirements of section 285.540, RSMo.,
Supp. 2008.*

FURTHER THE AFFIANT SAYETH NOT

Matthew Perry
(Signature)

On this 12 day of December in the year 2023, before me, Jami Lane
a Notary Public in and for said State, personally appeared Matthew Perry, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the
county and State aforesaid, the day and year first above written.

Jami Lane
Notary Public

My Commission Expires: 3/28/26

JAMI LANE
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 14855042
Jackson County
My Commission Expires: Mar. 28, 2026

PROPOSAL

Sealed bids, addressed to City of Moberly, 303 N. Main St., Moberly, Missouri, 64834 will be received by the City of Moberly until **December 12, 2023 at 1:00 P.M. Local Time at City Hall at 101 West Reed Street, Moberly, MO 65270**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

- (1) **PROPOSED WORK:** The proposed work includes construction of a new park shelter with associated site improvements, located at 911 Sinnock Ave. in Moberly MO as identified in the Bid Package Construction Documents and Project Manual.
- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.
- (3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as specified herein.

Calendar Days: 160 calendar days starting from the date of the Notice to Proceed

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

Liquidated damages per day \$350/Calendar Day

- (5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

<https://purch.oa.mo.gov/vendor-information/e-verify-information>

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

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

employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

Contractors are required to fill out the Build America, Buy America Certification and Material of Origin form before materials can be used in the project. It is recommended during the bidding process that each bidder fill out the first 3 pages of the Certification and fill out as much of the Materials Origin form as possible for each item. If the contractor has their own material of origin form, it can be substituted for the MO DNR Material Origin form.

www.doi.gov/grants/BuyAmerica

Determine and certify that to the best of Provider's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.

Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, Missouri DNR regulations, and BABAA requirements.

Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the Applicant and Agency.

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

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

Diamond Contractors, Inc.

which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri.

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

N/A

Executed by bidder this 12th day of December 2023.

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

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

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

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

Lori L. Perry

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

Lori Perry - Owner + CEO

Please print or type name and title of person signing here

Attest:

Matthew Perry

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) PROJECT AWARD: This project will be awarded to the lowest, responsive, responsible bidder. The City of Moberly reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all

bids.

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

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Moberly Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

(19) **DBE GOAL:** The DBE Goal for this project is set at 4.0%.

(20) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** it is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this 12th day of December 2023.

This Proposal is respectfully submitted,

ATTEST:

By Mattie Perry

Title Corporate Secretary
(Seal)

(If Bid by a Corporation)

Diamond Contractors, Inc.

Name of Bidder

By Derek Campbell

Title Project Estimator

4224 NE Port Dr, Lee's Summit, MO 64064

Bidders' Address

BID.....00301

PROPOSAL of Diamond Contractors, Inc.
hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Missouri
- * a partnership consisting of _____
- * an individual d/b/a _____

TO: City of Moberly, Missouri, hereinafter referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of **the Kiwanis Park Site Improvements and Shelter** in strict accordance with these Contract Documents, within the period of time set out herein, and for the price, stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within seven (7) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. a. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to complete the Contract within One Hundred Sixty (160) consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages to the Owner, the sum of \$350.00 each consecutive calendar day thereafter, as provided in Section 15 of the General Conditions. Bidder further agrees to reimburse suppliers, manufacturers, and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the Bidder to fully complete the Project within the established time, as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. 1 Date: 11/28/2023
 No. Date: _____
 No. Date: _____
 No. Date: _____

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following lump sum price. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
1	LS	Construct Park Site Improvements and Shelter		\$ 849,552. ⁰⁰
2	LS	Alternate 01: Concrete Ribbon Curb		\$ 27,798. ⁰⁰

TOTAL BID AMOUNT - EIGHT HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED
FIFTY-TWO & 9/100 DOLLARS (\$ 849,552.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

BIDDER understands and acknowledges that the preceding bid price will serve as the basis for comparison of bids; however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids, but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the project to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The City of Moberly shall award the project to the lowest BIDDER. BIDDER understands that the OWNER reserves the right to reject any and all BIDS and to waive any informalities in the Bidding.

ATTEST:

By

Matthew P. [Signature]
Corporate Secretary
 Title

(SEAL)

(If Bid is a Corporation)

Respectfully Submitted

Diamond Contractors, Inc.

Name of Contractor

By Derek Campbell

Project Estimator

Name & Title (Please Print or Type)

4224 NE Port Dr, Lee's Summit, MO 64064

Address (Including Zip Code)

10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
ph (785) 272-2252
www.bartlettwest.com

ADDENDUM NO. 1

November 28, 2023

ISSUED FOR:

City of Moberly
Attn: Troy Bock
101 West Reed St.
Moberly, MO 65270

ISSUED BY ARCHITECT

Bartlett & West, Inc.
10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
Contact: Steven Wise
Phone Number: (785) 272-2252
E-Mail: steve.wise@bartwest.com

NOTICE TO ALL BIDDERS FOR THE:

Kiwanis Park Site Improvements & Shelter Project
911 Sinnock Ave.
Moberly, MO 65270
Project No. 19254.038

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Contract Bid and Construction Documents.

The Addendum No. 1 is a part of the Contract Bid and Construction Documents and shall govern in the performance of the Work.

Article 1-1, Geotechnical Report

- A. **ADD** Geotechnical Report. Refer to the attached report provided by Alpha Omega.

Article 1-2, Project Manual, Section 074113 – METAL ROOF PANELS

- A. **MODIFY** Section 074113, paragraph 2.01 to include DMI IL20 metal roof panels as an acceptable panel manufacturer and system. The roof assembly will need to meet the specified wind uplift and other design criteria indicated in paragraph 2.02 and other requirements provided in section 074113.

Article 1-3, Bidder Question

- A. **Question:** C600 shows HC signpost detail with breakaways but notes SOUTH ADA stall...there are no HC's on south side.

Response: All 4 proposed ADA stalls will be on the north side of the parking lot. There will be no ADA stalls on the south side of the parking lot. Pavement striping shall be installed as shown in the plans.

Article 1-4, Bidder Questions

- A. **Question:** The site layout plan and geotechnical report state that geogrid is to be placed beneath all base rock under pavement areas. But the details in the civil plans show fabric and not geogrid. Please clarify what is required.

Response: Pavement to be installed on geogrid per the geotechnical report.

*** RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM ***

**ALPHA-OMEGA
GEOTECH**

1701 State Avenue
Kansas City, KS 66102

t 913-371-0000
f 913-371-6710

AOGeotech.com

GEOTECHNICAL ENGINEERING REPORT**KIWANIS PARK**

SINNOCK AVE. & ST. CHARLES ST.
MOBERLY, MISSOURI
(AOG 220515 E)

Date: April 28, 2023

Submitted to: Bartlett & West
Paul Neukirch
544 Columbia Dr.
Lawrence KS. 66049

Submitted by: ALPHA-OMEGA GEOTECH, INC.

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION	4
2.0 SUBSURFACE INVESTIGATION	4
3.0 LABORATORY TESTING PROGRAM	5
4.0 GROUNDWATER	6
5.0 GEOTECHNICAL CONSIDERATIONS	6
6.0 SITE DEVELOPMENT	7
6.1 Site Preparation	7
6.2 Undocumented Fill	7
6.3 Engineered Fill Placement	8
6.4 Drainage Considerations	8
6.5 General	9
7.0 FOUNDATIONS	9
7.1 Spread Footings Foundations	9
7.2 Allowable Bearing Pressure	9
7.3 Anticipated Settlement	10
7.4 General	10
8.0 SLABS ON GRADE	11
8.1 Slab Thicknesses	11
8.2 Low Volume Change (LVC)	11
9.0 EARTH PRESSURE COEFICIENTS	12
10.0 PAVEMENTS	13
10.1 Subgrade Preparation	13
10.2 Pavement Sections	14
10.3 Moisture conditioned & Recompacted Subgrade Sections	15
10.4 Subgrade Stabilization Sections	16
10.5 General	17
11.0 TESTING AND INSPECTION RECOMMENDATIONS	18
12.0 LIMITATIONS	19

Appendix A – SITE AND BORING LOCATION PLANS
Appendix B – LABORATORY TEST RESULTS
Appendix C – BORING LOGS



**ALPHA-OMEGA
GEOTECH**

1701 State Avenue
Kansas City, KS 66102

t 913-371-0000
f 913-371-6710

AOGeotech.com

April 28, 2023

Bartlett & West
Paul Neukirch
544 Columbia Dr.
Lawrence KS. 66049

KIWANIS PARK

SINNOCK AVE. & ST. CHARLES ST.
MOBERLY, MISSOURI
(AOG 220515 E)

Paul,

Alpha Omega Geotech, Inc. (AOG) has completed its geotechnical engineering investigation for the above-referenced project.

Attached are the following items that were utilized in the analysis and evaluation of the subsurface conditions at this site: a sketch giving the approximate location of the eight (8) auger borings completed during this investigation with reference to the existing site features, detailed laboratory results of four (4) moisture contents (ASTM D2216), two (2) dry densities (ASTM D7263, four (4) sets of Atterberg limits (ASTM D4318), two (2) unconfined compression (ASTM D2166) tests, four (4) calibrated pocket penetrometer readings, and eight (8) auger boring (ASTM D1452) logs that describe the materials encountered, their approximate thicknesses, and the sampling depths where Standard Penetration (ASTM D1586) tests were performed.

Representatives of AOG located each of the selected borings by measuring from the existing site features, and these measurements should be considered accurate only to the extent implied by the method of measurement. Elevations were not determined in the field at the time of drilling. Each of the borings was completed by AOG using a CME 55 high-torque drill rig.

1.0 PROJECT DESCRIPTION

Alpha Omega Geotech (AOG) understands the proposed project will consist of renovations at Kiwanis Park.

The site currently is an open, grass field, partially treed with a gravel drive from Sinnock Ave. The elevation change is approximately thirteen (13) feet, with the highest point in the southeast corner of the proposed parking lot. The proposed paved parking will cover an area of approximately 14,000 square feet, and the proposed new drive will cover a length of about 260 feet. There will also be new utility corridors constructed from the street to the shelter.

A grading plan for the site has not been provided at this time. AOG assumes cuts and fills will be in the range of approximately two (2) to eight (8) feet will be necessary to achieve the desired construction grade for the site. This is due to the higher elevation in the southeast corner of the proposed parking lot.

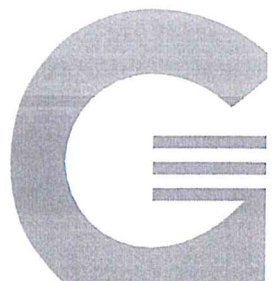
2.0 SUBSURFACE INVESTIGATION

AOG advanced six (6) auger borings at the proposed site plus two (2) additional probe borings for future sites. The borings were drilled to planned depths of approximately ten (10) and twenty (20) feet beneath existing grade (fbeg).

It should be understood that the depth of boring reported herein applies to the type of drilling equipment that was used. As such, it might be possible to extend some of these borings deeper using different drilling equipment and/or techniques. Conversely, residual sandstone, shale and limestone materials through which AOG's drill rig penetrated, without achieving refusal, may be difficult to excavate depending upon the equipment being used. As such, Alpha-Omega Geotech, Inc. shall not be responsible for the determination of Others, regarding the rippability, or ease of excavation, of the in-situ subgrade, bedrock and/or geo-intermediate materials.

Above the depth, at which boring termination occurred, predominantly fat clays were encountered in the borings. Standard Penetration tests (SPT) (ASTM D1586) were used to sample and evaluate the consistency of the in-situ subgrade materials encountered in these test borings. Standard Penetration Tests are conducted by advancing a hollow, split spoon sampler into the base of the auger hole by means of dropping a 140-pound hammer a distance of 30 inches onto the drill rods. Each drop of the hammer is one blow, and these blow counts are recorded for each of three, 6-inch advances of the sampler. The first 6-inch advance is the seating drive, and the summation of the blow counts of the final two, 6-inch advances is taken as the standard penetration resistance. The standard penetration resistance, or N-value, as it is known, along with the soil classification, can be used to estimate the density, shear strength and other engineering properties of the materials encountered.

The N-values obtained from each of the SPT's completed in these borings using a CME automatic hammer are included on the boring logs and summarized in the Summary of Laboratory Testing sheet found in Appendix B. Samples retrieved during drilling efforts were returned to AOG's laboratory for testing and evaluation.



3.0 LABORATORY TESTING PROGRAM

Laboratory testing on materials collected during drilling was performed on samples selected by AOG. Results from these tests can be found in Appendix B and on the boring logs in Appendix C. The following laboratory tests were performed by qualified AOG personnel in accordance with ASTM specifications to determine pertinent engineering properties of the soils:

- Visual classification (ASTM D2488)
- Moisture content tests (ASTM D2216)
- Dry Unit Weight (ASTM D7263)
- Atterberg limits tests (ASTM D4318)
- Unconfined compression tests on soil (ASTM D2166)

The dry unit weights of specimens cut from the Shelby tube samples were found to be moderate, ranging from 91.7 and 105.9 pounds per cubic foot (pcf) to pcf. Depending upon the material composition and depth below existing grade, the moisture content of the specimens tested ranged from 21.3 to 31.6 percent. The unconfined compressive strength of the specimen cut from the Shelby tube sample ranged from 1641 to 2955 pounds per square foot (psf). It should be noted that some of the maximum unconfined compressive strength values were obtained at high strain rates nearing or exceeding 10 percent. As a result, given the onsite soil types, these high strain rates typically indicate that larger settlements could occur unless a lower allowable bearing capacity value is used than otherwise indicated by the unconfined compressive strength test results. Calibrated pocket penetrometer readings ranging from 1.00 tons per square foot (tsf) (2000 psf) to 1.5 tsf (3000 psf) were obtained on the recovered Shelby tube samples.

However, it should be noted that the pocket penetrometer values tend to over-estimate the strength of in-situ subgrade materials relative to the actual unconfined compressive strength test.

The Atterberg consistency limits were determined for four (4), generally, representative sample taken at relatively shallow depth from within the proposed roadway's footprints. Based on the Atterberg limits, the samples were classified in accordance with the Unified Soil Classification System (USCS) as Fat Clay (CH) and Lean Clay (CL) classification materials. The results of these laboratory analyses are presented in the following table:

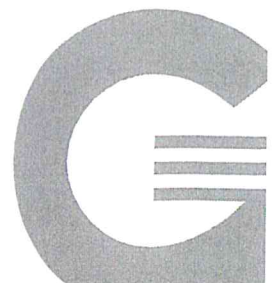


Table #1: Atterberg Limits Results

ATTERBERG LIMITS TESTS					
Sample	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	USCS Classification
B1, ST-1	5.0-7.0	39	17	22	Lean Clay (CL)
B2, ST-1	3.0-5.0	46	22	24	Lean Clay (CL)
B7, SS-1	1.0-2.5	77	22	55	Fat Clay (CH)
B8, SS-1	1.0-2.5	78	27	51	Fat Clay (CH)

Based on the Atterberg limits, it is anticipated that the majority of the onsite soil materials generally possess a high swelling potential. The swelling potential of a clay soil is an indication of the volume changes that may take place with variations in the soil moisture content.

Except for the samples for which the Atterberg limits were determined, all of the other soil classifications given throughout the laboratory test data, as well as the boring logs, were made using the visual and tactile techniques described in ASTM D2488. As a result, additional analyses could reveal other soil types of different classification and potentially higher plasticity and swelling potential both onsite and within the nearby vicinity.

4.0 GROUNDWATER

Free water was encountered in boring B7 at 18.5 fbeg, and B8 at 13.0 fbeg during the time of drilling. However, a twenty-four-hour water level was not established in these borings due to time restrictions, as well as potential safety hazards associated with open bore holes.

Although the ground water levels given on the boring logs reflect the conditions observed at the time the borings were made, they should not be construed to represent an accurate or permanent condition. There is uncertainty involved with short-term water level observations in bore holes especially in clay soils of relatively low permeability. The groundwater level should be expected to fluctuate with variations in precipitation, site grading and drainage conditions. In addition, it is also possible that seasonal perched ground water may be encountered within these soil deposits and bedrock formations at different depths during other times of the year based on drainage conditions, seasonal snowmelt and rainwater infiltration.

5.0 GEOTECHNICAL CONSIDERATIONS

The following considerations are given based on observations made by AOG at the time of drilling, during reconnaissance trips, and based on the project requirements and description as stated above:

- *Expansive Materials:* Expansive clays were encountered during this exploration. Expansive clays are known to experience significant volume changes with changes in moisture. Expansive clays located beneath any pavements should be corrected in accordance with Section 6.1, *Site Preparation* of this report.



6.0 SITE DEVELOPMENT

6.1 Site Preparation

Based on the information provided, AOG anticipates minimal amounts of cut and fill, ranging from about 2 to 8 feet from the existing ground surface elevation, within the proposed project limits, will be required to achieve design grades. It is possible that additional cuts and fills may be required to obtain improved surface drainage.

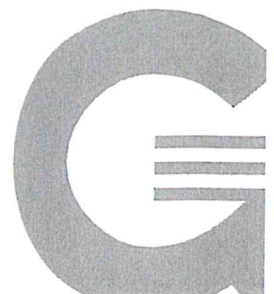
Appropriate erosion control measures, such as proper site contouring during grading activities, as well as, silt fences, should be maintained to help keep any eroded materials onsite.

Within the footprint of the proposed new pavements, it is recommended that any topsoil, vegetation, utility backfill, and other deleterious material (i.e., concrete slabs, relic foundations, utilities, etc.) and pavements should be stripped and removed prior to the placement of any fill required to achieve the top of pavement subgrade elevation. In accordance with the local building code, this should be verified by a representative of Alpha-Omega Geotech, Inc. prior to the placement of the fill.

Once initial site stripping operations have been completed and prior to the placement of any engineered fill in this area, it is recommended that the exposed subgrade be moisture conditioned and recompact, as needed, and be thoroughly evaluated by means of a proof-roll with a fully loaded, tandem-axle dump truck to locate any soft, compressible areas within the proposed project site. Any soft, compressible areas identified on the proposed pavement area must be corrected by over-excavation to a suitable subgrade and replaced with an acceptable material. Although it is not anticipated that any extensive removal and replacement would be necessary, it is possible that some effort may be required to develop a stable platform on which to place the necessary fill material and address any other existing site conditions that become known during construction. It is generally anticipated that the extent of these efforts would strongly depend upon the ground moisture conditions at the time the site work begins. In the event that the ground is generally dry, it is possible that only a minimal amount of stabilization would be required, which may be possible to accomplish by simple moisture conditioning and re-compaction efforts. Nevertheless, it is recommended that a representative of Alpha-Omega Geotech, Inc. should be onsite to witness this proof-rolling and offer recommendations, as needed, to correct any problem areas identified.

6.2 Undocumented Fill

Undocumented fill is a foreign material, of which no records of testing or evaluation by a qualified professional during the time of placement exist. Undocumented fill is, generally, unsuitable beneath pavements, and if encountered during development, should be removed or stabilized in accordance with this report. Undocumented fill beneath pavements should be undercut to a minimum depth of two (2) feet, and the exposed subgrade should be thoroughly evaluated by a registered professional engineer.



6.3 Engineered Fill Placement

It is assumed that any fill material needed will come from cut areas and, if necessary, on-site or nearby borrow sources of similar material. It is recommended that un-weathered shales should NOT be used to construct any of the necessary fill within either the new paved portions of the site. Assuming they are properly moisture conditioned and compacted, it generally appears that the clean clay soils encountered in the borings that are free of rubble, trash, concrete, asphalt, and other debris would be acceptable for use as controlled fill.

Any imported fill materials for use as structural fill should be tested by Alpha-Omega Geotech, Inc. to determine if they are acceptable for the intended use. Any ground water seeps that are encountered must be diverted prior to placing fill.

In addition, no compaction of soil fill material should be performed during freezing weather. Nevertheless, as weather conditions dictate, it may be possible to substitute crusher-run limestone in lieu of soil fill to allow placement of engineered controlled fill material to continue during the cold fall and winter months. However, any frozen fill material must be stripped prior to placing subsequent lifts.

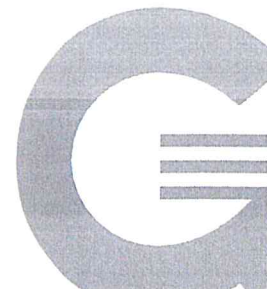
All general fill within the area of the new pavement, should be placed in lifts not exceeding 6 inches in thickness, and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content.

As required by the local building code, the compaction of any structural fill beneath the new pavements, and any other areas where settlement control is necessary, as well as any slopes that are steeper than 4:1 (H:V) should be tested lift-by-lift by a representative of Alpha-Omega Geotech, Inc.

6.4 Drainage Considerations

Fluctuations of the ground water level can occur due to seasonal variations in the amount of rainfall and other climatic factors that were not evident at the time the borings were made. The possibility of ground water level fluctuations should be considered when developing the design and construction plans for the project. In spring and late fall, soil moisture contents may be abnormally high and drying of the soils that are exposed and/or undercutting may be required to develop a suitable base for the placement and compaction of engineered fill. Disking and aeration of the exposed soils may be sufficient to develop a stable base. However, if site grading begins during the summer or early fall, moisture contents may be abnormally low and the plastic clay soils encountered during this exploration may undergo significant volume changes with subsequent increases in their moisture content. Therefore, when these conditions exist, disking and moisture conditioning of the exposed subgrade soils may be required.

The surface drainage must be designed to prevent ponding and effectively move water away from new pavements and other structures. It is also very important to place all materials under carefully controlled conditions of moisture and density to inhibit significant soil volume changes.



6.5 General

Permanent slopes should not be steeper than 3:1 (H:V) to help ensure their future stability and accommodate normal mowing equipment. The responsibility for excavation safety and stability of temporary construction slopes should lie solely with the contractor and should follow the OSHA regulations given in 29 CFR Part 1926.650 - .652, Subpart P. The stability of open excavations is dependent upon a number of factors including but not limited to the presence of gravel, sand and/or silt seams, ground water seepage, strength characteristics of the soil layers, slickensides and other unique geological features, the slope and height of the cut, surcharge loading and vibrations during construction, weather conditions, as well as the length of time the excavation is left open. Alpha-Omega Geotech, Inc. does not assume any responsibility for construction site safety or the contractor's or other parties' compliance with all local, state and federal safety or other regulations including imprudent excavating practices that results in any damage to nearby structures, roadways, utilities, as well as onsite or offsite improvements.

7.0 FOUNDATIONS

7.1 Spread Footings Foundations

Based on the laboratory test data, the available subsurface information that has been obtained and our understanding of the project requirements, it is our opinion that a shallow foundation system consisting of either earth-formed trench or spread footings may be used for this structure as economical foundation elements.

Perimeter footings, and any footings in unheated areas, should be placed at least 3 feet below final exterior grade to provide adequate frost protection and place them in a more stable moisture environment. Under heated areas, the interior footings can be founded at shallower depths of at least 18 inches below the finished floor elevation. The footing excavations should be carried to undisturbed, inorganic soil or engineered fill.

7.2 Allowable Bearing Pressure

Provided all design and inspection recommendations as given in this report are closely followed and good construction practices are exercised, it is recommended an allowable bearing value of 2,000 psf may be used for design purposes to proportion the spread/wall footings. A twenty-percent increase, i.e. 2,400 psf, may be used for individual column footings. These allowable bearing capacity values, which are based on shear strength alone and not on settlement, incorporate a factor of safety of 3.0. The actual bearing capacity of all subgrade supporting the foundation elements must be confirmed by a representative of Alpha-Omega Geotech, Inc. as the excavations for the load-bearing wall and column footings are completed and prior to placement of reinforcing steel and concrete. For transient loading conditions, such as unsustained wind and earthquake, a 33 percent increase may be applied to the above-referenced allowable bearing capacity values.

Based on the subsurface conditions that have been identified, Site Class D conditions (IBC 2018) may be assumed for seismic considerations.



7.3 Anticipated Settlement

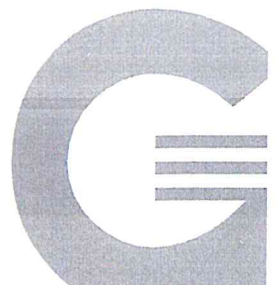
Uniform bearing conditions should be provided beneath the footings to minimize differential settlements. If any soft or otherwise unsuitable material is encountered in the footing excavations, it will have to be removed and replaced with engineered controlled fill. Recommendations for the over-excavation and replacement with engineered controlled fill can be made when the footing excavations are inspected during construction, if needed. *A representative of Alpha-Omega Geotech, Inc. should inspect all of the footing excavations to verify that uniform and competent bearing material is present beneath all of the foundation elements prior to the placement of any reinforcing steel and concrete.*

For spread footings designed and constructed in accordance with this report, it is anticipated that settlements will be limited to 0.75 inches of differential and 1.0 inches in total.

7.4 General

Except for the moisture conditioning discussed in the "Slab On Grade" section of this report, it is recommended that all fill within the new building and paved areas of the site should be constructed as engineered controlled fill placed in lifts not exceeding 6 inches in thickness and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content. In accordance with the local building code, a representative of Alpha-Omega Geotech, Inc. should be onsite during placement of all engineered controlled fill within the new building and paved areas to confirm lift thickness and test the compaction of the engineered controlled fill lift-by-lift as it is being placed.

If possible, the over-excavated footings should not be left open for more than 24 hours. The base of the footing excavations should be free of water and loose soil prior to placing reinforcing steel and concrete. No ground water is expected in the footing excavations since ground water was not encountered in any of the borings that were made at the time of drilling. However, if ground water is encountered within the expected depth of excavation for the footings, it is generally anticipated that it can be removed by the use of sumps and pumps. Based on the subsurface conditions that have been identified, it is anticipated that earth-formed trench footing excavations may be used effectively on this project. However, due to the possible presence of existing rocky fill material, it may become necessary to utilize formed footings. A minimum width of 12 inches should be used for trenched wall footings to allow for steel placement and inspection. Minimum widths of 16 and 24 inches should be used for formed wall and column footings, respectively.



8.0 SLABS ON GRADE

8.1 Slab Thicknesses

Slabs on grade that will be subjected to repeated wheel loads, such as passenger vehicles, should be at least 6 inches in thickness. Slabs that are **not** exposed to repeated wheel loads, should be at least 4 inches in thickness. Slabs in storage areas may need to be thicker due to shelving post and other concentrated floor loads. Actual slab thicknesses should be determined by the project structural engineer.

8.2 Low Volume Change (LVC)

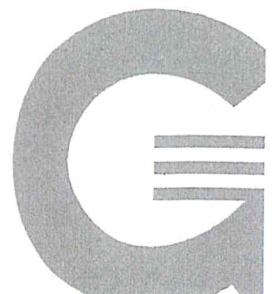
The following recommendations provided to help protect the slabs from damage caused by volume changes within the underlying subgrade, and should be implemented in conjunction with Section 7.0, FOUNDATIONS of this report:

- 1) Cut the subgrade a minimum of 28-inches beneath the base of slab elevation to allow placement of a 24-inch subbase and a 4-inch base course beneath the slab-on-grade.
- 2) Scarify and recompact the upper 9 inches of exposed subgrade to within 95 to 100 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content wet of the optimum moisture content 0 to 3 percent.
- 3) For the 24-inch granular subbase, place crusher-run limestone or rock dust in three (3) approximately equal lifts and compact to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density. The moisture content of this material at the time of placement must be sufficient to achieve the specified level of compaction.
- 4) Place a 4-inch base course of clean, open-graded crushed limestone. This granular base course should be compacted with a suitable vibratory steel wheel roller.

8.3 General

It is recommended that under-slab utility trenches should be backfilled with impermeable clay soil (*), flowable fill or lean concrete to help reduce the potential of these trenches acting as aqueducts transmitting groundwater beneath the new building, pavements, retaining walls and other structures.

- (*) If impermeable clay soil is used as backfill, it should be placed in lifts not exceeding 6 inches in thickness and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content, which should be verified lift-by-lift during placement by a representative of Alpha-Omega Geotech, Inc. Although clay soil may be less costly than flowable fill or lean concrete, the OSHA excavation safety regulations given in 29 CFR Part 1926.650 - .652, Subpart P must be followed in the event that clay soil is used to backfill any utility trenches.



Finally, it should be noted that the recommendations given, herein, regarding placement of low-volume change fill to help protect the slabs on grade from volume changes associated with fluctuations within the moisture content of the underlying subgrade materials, would still apply.

Plumbing lines and other water leaks occurring beneath the structure's slab-on-grade floor can induce volume changes within the underlying subgrade materials. Therefore, it is recommended that all water supply and waste water lines should be tested for leaks prior to backfilling the utility trenches. In addition, it is also recommended that every effort should be made to maintain the plumbing in good working order and prevent or minimize water leaks and discharges.

It is assumed the concrete will be reinforced with properly placed steel reinforcement, such as #4 bars, and control joints will be cut during or shortly after finishing (to be designed by the project structural engineer). Properly placed wire mesh may be used as secondary reinforcement. Fiber reinforcement may also be considered to help control shrinkage cracking and the use of other admixtures may be considered to enhance the workability and performance of the concrete. Suitable construction and sawed joints should be used to control cracking of the slab. In addition, it is recommended that the slump and temperature of the concrete at the time of placement should be limited to standard American Concrete Institute (ACI) guidelines. Furthermore, it is also recommended that proper concrete curing techniques should be utilized and the addition of jobsite water to the concrete be avoided or very closely controlled to within acceptable parameters. Nevertheless, it should be noted that cracking of concrete used for slabs on grade is a normal occurrence and should be expected.

If a 24-inch thick subbase layer of crusher-run limestone (AB-3) or rock dust is used, as recommended, a modulus of subgrade reaction of 150 pounds per cubic inch (pci) may be assumed for reinforcement and thickness design to support surface loads. If a higher modulus of subgrade reaction were desired, we would be pleased to work with the project's structural engineer to develop recommendations for alternate bases and/or subbases to achieve a higher modulus of subgrade reaction.

9.0 EARTH PRESSURE COEFFICIENTS

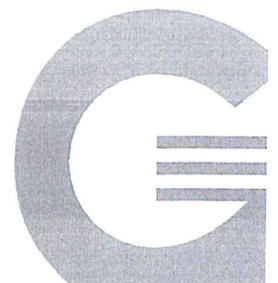
A coefficient of sliding friction over the in-situ clay soils at this site may be taken as 0.32. A minimum factor of safety of 1.5 should be used when considering sliding resistance.

Active, passive and at-rest earth pressure coefficients of 0.25, 4.2 and 0.4 may be assumed for backfills of clean, open-graded crushed limestone.

Active, passive and at-rest earth pressure coefficients of 0.5, 1.9 and 1.0 may be assumed for the in-situ clay soils at this site.

However, the in-situ soils encountered during this exploration are classified as a Fat Clay and possess a high swelling potential, and, as such, should not be used as backfill since considerable lateral loads may develop with the addition of water.

If deflection of extended foundation walls is not tolerable, at-rest earth pressures should be assumed.



These earth pressure coefficients do not include the effect of surcharge loads, hydrostatic loading or a sloping backfill nor do they incorporate a factor of safety. Also, these earth pressure coefficients do not account for high lateral pressures that may result from volume changes when expansive clay soils are used as backfill behind walls with unbalanced fill depths. In addition, any disturbed soils that are relied upon to provide some level of passive resistance should be placed in lifts not exceeding 6 inches in thickness and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content. It is recommended that a representative of Alpha-Omega Geotech, Inc. should verify the compaction of any such materials relied upon to provide passive pressure lift-by-lift during placement.

10.0 PAVEMENTS

10.1 Subgrade Preparation

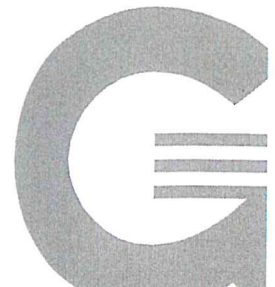
Please note, a formal pavement design is beyond AOG's scope of service. Standard asphaltic concrete and Portland concrete pavement designs for a given service life requires evaluation of the soil by means of a California Bearing Ratio (CBR) test and/or other methods, estimates of traffic volumes and axle weights, drainage requirements and the desired level of maintenance. As such, some standard pavement design options based on assumptions made for materials of this nature are included in this section.

The subgrade soils at this site are considered to be poor subgrade materials for the support of pavements. California Bearing Ratio (CBR) values we have obtained rarely exceed 5, soaked, for these materials. Pavements, either total strength flexible or rigid, do not usually perform well when they are placed directly on highly expansive, poor soil subgrades. Soft areas can develop during wet periods and differential shrinkage can occur during dry periods. As a result, no pavement can avoid damage from wheel loads under these circumstances.

Unless the subgrade is stabilized, the subgrade for all pavements should consist of at least 12 inches of properly moisture conditioned and compacted soil, which will require tilling and recompacting in cut sections. The subgrade should be compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content. Any additional fill that is required to develop the paved areas should also be placed in loose lifts not exceeding 8 inches in thickness and compacted in accordance with these recommendations. It is recommended that any and all subgrade operations including recompacted subgrades, compacted aggregate bases or chemically stabilized subgrade layers should extend at least 2 feet beyond the pavement and curb lines.

Prior to the placement of any pavement section, the exposed subgrade should be proof-rolled with a fully loaded, tandem-axle dump truck after the final subgrade elevation has been established throughout the paved area. A representative of Alpha-Omega Geotech, Inc. should witness this proof-rolling.

Please note, if asphaltic pavements are used, annual maintenance including but not limited to crack sealing, fog sealing, and possible patch with overlay should be anticipated. In addition, the quality of the aggregates and overall composition of the asphalt or concrete mix, as well as drainage conditions, can have a profound effect upon the durability of the pavement section.



10.2 Pavement Sections

Table 2: Recompacted Subgrade Section

RECOMPACTED SUBGRADE SECTIONS (INCHES)			
PAVEMENT MATERIALS	PASSENGER VEHICLE PARKING	PASSENGER VEHICLE DRIVE LANES	HEAVY DUTY AREAS (i.e. Dumpster pads, approach lanes, etc.)
Asphaltic Surface Course	2	2	NA
Asphaltic Base Course	3	5.5	NA
Moisture Conditions/Recompacted Subgrade	12	12	NA
Portland Cement Concrete	5	7	8
Crushed Stone Base (3/4-inch minus)	4	4	4
Moisture Conditions/Recompacted Subgrade	12	12	12

*Reference Section 10.3, "Recompacted Subgrade Sections"

Table 3: Recommended Thicknesses with Chemically Stabilized Subgrade

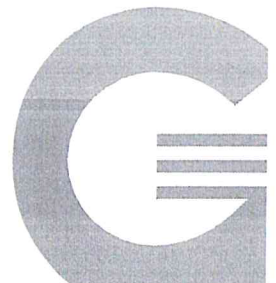
CHEMICALLY STABILIZED SUBGRADE SECTIONS (INCHES)			
PAVEMENT MATERIALS	PASSENGER VEHICLE PARKING	PASSENGER VEHICLE DRIVE LANES	HEAVY DUTY AREAS (i.e. Dumpster pads, approach lanes, etc.)
Asphaltic Surface Course	2	2	NA
Asphaltic Base Course	2	4	NA
Chemical Stabilization	12	12	NA
Portland Cement Concrete	4	6	7
Crushed Stone Base (3/4-inch minus)	4	4	4
Chemical Stabilization	12	12	12

*Reference Section 10.4.1, "Chemically Stabilized Subgrade"

Table 4: Recommended Thicknesses with Geogrid Reinforcement & Baserock

GEOGRID REINFORCEMENT AND BASEROCK SUBGRADE STABILIZATION SECTIONS (INCHES)			
PAVEMENT MATERIALS	PASSENGER VEHICLE PARKING	PASSENGER VEHICLE DRIVE LANES	HEAVY DUTY AREAS (i.e. Dumpster pads, approach lanes, etc.)
Asphaltic Surface Course	2	2	NA
Asphaltic Base Course	2	4	NA
Geogrid & Crushed Stone (3/4-inch minus)	6	6	NA
Portland Cement Concrete	4	6	7
Geogrid & Crushed Stone (3/4-inch minus)	6	6	6

*Reference Section 10.4, "Subgrade Stabilization Sections"



10.3 Moisture conditioned & Recompacted Subgrade Sections

10.3.1 Flexible Pavements Sections

From an initial cost perspective, flexible asphaltic concrete pavement is the most economical pavement section. However, treating the subgrade with Portland cement or using a geogrid reinforced base course can provide a higher quality pavement section, having a much longer service life. Nevertheless, if the subgrade is untreated and asphaltic pavement is used, areas used exclusively for automobile parking should consist of at least 5.0 inches of asphaltic concrete (2.0 inches of surface mix and 3.0 inches of base mix). Drives should be constructed of at least 7.5 inches of asphaltic concrete (2.0 inches of surface and 5.5 inches of base mix).

The above-referenced pavement section represents minimum design thicknesses and, as such, periodic maintenance should be anticipated. If an increased pavement performance is desired, as described in Section 10.4, "Subgrade Stabilization," flyash stabilization, Portland cement or the use of a layer of base rock and geogrid reinforcement should be considered. Asphaltic cement concrete should NOT be used in areas where heavy truck loads/concentrations are expected.

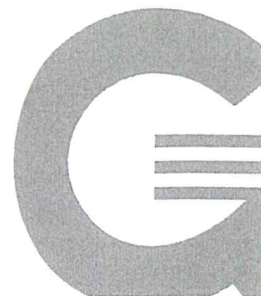
It is also recommended that an asphalt binder grade of PG 64-28 should be considered to help reduce the potential of thermal cracking based on the climatic conditions of this region. However, for base mix asphalt placed at least 4 inches below the surface, an asphalt binder grade of PG 64-22 should be sufficient.

10.3.2 Rigid Pavement Sections

As an alternative, rigid Portland Cement concrete with a 4-inch-thick base course of crushed limestone may also be used with minimum thicknesses of 5.0 and 7.0 inches for automobile parking areas and drive lanes, respectively. The above-referenced pavement section represents minimum design thicknesses, and as such periodic maintenance should be anticipated. If a better pavement is desired, recommendations as described in Section 10.4, "Subgrade Stabilization Sections," should be considered.

The crusher-run limestone base course should be compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content sufficient to achieve the specified level of compaction.

For areas where heavy truck loads/concentrations are anticipated, Portland Cement concrete is recommended. Portland cement concrete slabs having a thickness of 8 inches over a 4-inch, minimum, compacted, crusher-run limestone base should be used for dumpster stations, parking lot entrances, areas where a high concentration of heavily loaded trucks are anticipated, as well as any areas where trucks accelerate/decelerate and execute sharp turning maneuvers.



10.4 Subgrade Stabilization Sections

Alternate pavement sections utilizing Portland cement stabilization, geogrids and granular base and/or subbase courses should be considered. Treating the subgrade with Portland cement or using a geogrid reinforced base course can provide a pavement section having a much longer service life.

If specific pavement performance standards are to be met, AOG would be pleased to be of further assistance once the actual design loading conditions, service-life and maintenance expectations have been defined.

10.4.1 Chemically Stabilized Subgrade –Portland Cement

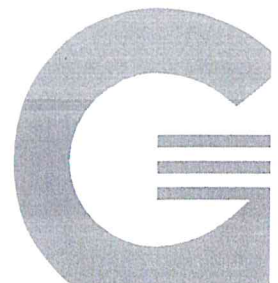
The use of Portland cement is usually not effective during cold winter months. Notwithstanding this weather limitation, assuming the cement is thoroughly and uniformly mixed with the subgrade, cement stabilization can greatly reduce the swelling potential and improve the strength of the subgrade soil.

Chemically treated subbases, Portland cement stabilization, should be extended to a depth of 12 inches.

For a chemically treated subbase, full depth asphalt pavements with thicknesses of 4.0 and 6.0 inches for parking and drive lanes, respectively, can be used. Likewise, if the subgrade is chemically stabilized, the Portland cement concrete pavement sections over a 4-inch-thick base course of crushed limestone may also be reduced to 4.0 and 6.0 inches, respectively.

The crusher-run limestone base course should be compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content sufficient to achieve the specified level of compaction.

It is usually cost effective to determine the optimum amount of Portland cement necessary by laboratory testing; however, it usually ranges from about 5 to 6 percent by weight for Portland cement. The Portland cement should be thoroughly mixed with the subgrade soil by means of a Bomag tiller or other similar equipment specifically designed for such procedures and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within ± 3 percent of the optimum moisture content.



10.4.2 Geogrid Reinforcement & Base Rock

Soft areas can develop even when the subgrade is chemically stabilized. An even better pavement section can be developed by the use of a tri-axial geogrid over a properly compacted subgrade, as discussed in this report, and a layer of untreated crushed limestone base rock under either flexible or rigid pavements. The purpose of the geogrid is to help span soft spots that will inevitably develop in the subgrade. The geogrid helps to confine the base rock and acts as a “snowshoe,” distributing the loads over the subgrade in a tri-axial direction. The layer of base rock, which is placed over the geogrid, must be thick enough to support construction traffic and paving equipment so the geogrid does not become exposed. In general, the crushed limestone base rock should not be less than approximately 6 inches in thickness. If this option is chosen, it is recommended that Tensar TX-140, which is a tri-axial polypropylene geogrid, be used. The geogrid reinforcement should be placed and overlapped as needed in accordance with the manufacturer’s recommendations, which should be verified by a representative of Alpha-Omega Geotech, Inc.

Asphaltic concrete thicknesses of 4.0 and 6.0 inches for parking areas and drive lanes, respectively, can be used if geogrid and base rock stabilization are used. Similarly, the Portland cement concrete sections can be reduced to 4.0 and 6.0 inches for the respective areas. Although these thicknesses are the same as given if the subgrade is treated with cement, the use of a tri-axial geogrid and base rock usually represents the most effective, reasonable pavement section.

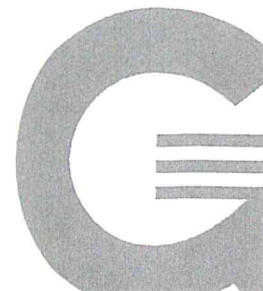
10.5 General

If asphaltic pavements are used, periodic maintenance including, but not limited to, crack sealing, fog sealing, and possible patch with overlay should be anticipated. In addition, the quality of the aggregates and overall composition of the asphalt or concrete mix, as well as drainage conditions, can have a profound effect upon the durability of the pavement section.

Where engineered controlled fill is placed beneath paved areas, it is recommended the compacted fill should extend a minimum distance of two (2) feet beyond the pavement edge or curb line, or a distance equal to the depth of the fill, whichever is greater.

Asphalt mixes meeting APWA specifications may be used for surface and base mixes, respectively. Compaction testing of each pavement layer is recommended to help ensure compliance with the mix design specifications.

For areas where heavy truck loads/concentrations are anticipated, rigid concrete is should be used. It is recommended that load-transfer devices should be installed where construction joints are required. For dumpster stations, the concrete slabs should be large enough to accommodate the dumpster and at least the rear wheels of the disposal vehicle. Rigid pavements should have No. 4 bars on at least 2-foot centers and positioned in the upper third of the slab. Joints should be tooled or cut within 4 hours of hardening to a depth of at least one fourth of the thickness.



The subgrade should be moistened prior to placement of concrete. Fresh concrete should be properly cured as recommended by the American Concrete Institute (ACI). To help provide resistance to damage caused by alternating cycles of freezing and thawing, it is recommended that any exposed concrete should be properly air entrained; typically, at 5 to 7 percent. In addition, it is also recommended the outer edges of pavement slabs should be thickened to help resist cracking associated with heavy wheel loads near these unrestrained areas.

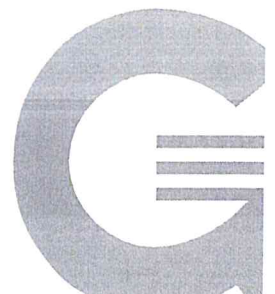
If full-depth pavement is used, it is important the moisture content of the subgrade should be kept as constant as possible from the time of recompacting until the pavement is laid. However, if the subgrade becomes dry, it should be moistened for at least 72 hours prior to paving, but it should not be saturated. In all cases, pavements should be sloped to inhibit ponding and provide rapid surface drainage. If water is allowed to pond on or adjacent to the pavement, the subgrade could become saturated and lose its bearing capacity which would contribute to premature pavement deterioration under a single cycle of heavy wheel loads or a number of cycles of lighter wheel loads.

11.0 TESTING AND INSPECTION RECOMMENDATIONS

Unless Alpha-Omega Geotech, Inc. is retained to provide the construction observation, monitoring and testing services for this project, we cannot accept any responsibility for any conditions that deviate from those identified in this subsurface investigation nor for the performance of the pavements and other structures including storm structures that are a part of this project. Alpha-Omega Geotech, Inc. is experienced in construction quality control and has a fully-equipped soil, concrete, aggregate, rock and asphalt testing laboratory, as well as qualified field technicians to provide these field services.

It is not economically practical to perform enough exploratory borings on any site to identify all subsurface conditions. Some conditions affecting the design and/or construction may not become known until the project is underway. The boring logs, field SPT and laboratory test results depict subsurface conditions only at the specified locations and depths at the site. The boundaries between soil and rock layers indicated on the boring logs are based on observations made during drilling and an interpretation of the laboratory testing results. The exact depths of these boundaries are approximate and the transitions between soil and rock types may be gradual rather than being clearly defined. Also, due to the prior development at this site, as well as, the natural conditions of the formation of soils and rock, it is possible that unanticipated subsurface conditions may be encountered during construction. Monitoring of the subsurface conditions that are revealed during construction is needed to verify that subsurface conditions are consistent with those conditions identified in this preliminary geotechnical investigation. If variations in subsurface conditions are encountered, it will be necessary for Alpha-Omega Geotech, Inc. to re-evaluate the recommendations that have been made in this report.

Special Inspections should be performed in accordance with the local building code under which the project is designed, as adopted by Moberly, Missouri.



Prior to filling, it is recommended that a representative of Alpha-Omega Geotech, Inc. should verify that the site has been properly stripped of all topsoil and other deleterious material, benched as needed and prepared for the placement of fill. The compaction of any structural fill beneath the new building, pavements, and any other areas where settlement control is necessary should be tested lift-by-lift by a representative of Alpha-Omega Geotech, Inc. as it is being placed. This should include the prepared subgrade layers beneath the building's slab-on-grade, as well as any other fill material relied upon to provide passive resistance. Also, in accordance with the local building code, any fill that is used to construct slopes steeper than 4:1 (H:V) must be placed as engineered controlled fill and the compaction tested lift-by-lift during placement.

Assuming that uniform fill material is used, nuclear density gauges (ASTM D2922/D3017) should be used to test compaction wherever necessary. However, if fill material of non-uniform consistency is used, other evaluation methods may be required. Such methods may include, but not be limited to, the use of a GeoGauge Stiffness meter, Dynamic Cone Penetrometer (DCP), proof-rolling or other visual inspection techniques.

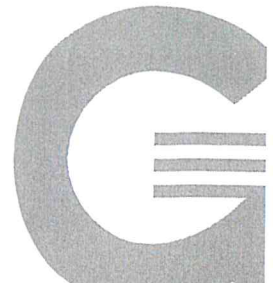
Any geotextile fabric and geogrid reinforcement that is utilized should be placed and overlapped as needed in accordance with the manufacturer's recommendations, which should be verified by a representative of Alpha-Omega Geotech, Inc. Proper placement of the reinforcing steel for drilled piers, grade beams, pier caps, foundation walls and other structural elements including any necessary wing walls and retaining walls should be verified prior to the placement of concrete. The subgrade under the slabs on grade and pavements should be checked to verify they are in compliance with the density and moisture requirements. Wherever possible, in addition to compaction testing, cut and fill areas should be proof-rolled with a loaded tandem-axle dump truck to identify soft areas that will need to be corrected. A representative of Alpha-Omega Geotech, Inc. should observe this proof-rolling. Checks should also be made of the subbases, concrete and any pavement materials.

Finally, the inspection and testing services listed herein are given as a minimum and it should be understood that additional inspection and testing services might also be required or otherwise beneficial.

12.0 LIMITATIONS

This report is presented in broad terms to provide a comprehensive assessment of the interpreted subsurface conditions and their potential effect on the adequate design and economical construction of the Kiwanis Park project located in Moberly, Missouri, as discussed herein. This report has been prepared for the exclusive use of our client for specific application to the project discussed herein and has been prepared within our client's directive and budgetary constraints and in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

It should be noted that the concept of risk is an important aspect of the geotechnical engineering evaluation and report since the recommendations given in this report are not based on exact science but rather analytical tools and empirical methods in conjunction with engineering judgment and experience. Therefore, the recommendations given herein should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soil materials and the proposed structures will perform as planned. Nevertheless, the geotechnical engineering recommendations presented herein are Alpha-Omega Geotech, Inc.'s professional opinion of those measures that are necessary for the proposed structures to perform according to the proposed design based on the



information provided to Alpha-Omega Geotech, Inc., the referenced information gathered during the course of this investigation and our experience with these conditions.

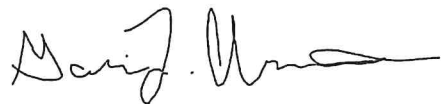
Any significant structural changes to the proposed new structure or its location on this site relative to where these test borings were completed shall be assumed to invalidate the conclusions and recommendations given in this report until we have had the opportunity to review these changes and, if necessary, modify our conclusions and recommendations accordingly. It is also strongly suggested that Alpha-Omega Geotech, Inc. should review your plans and specifications dealing with the earthwork, foundations, as well as any pavements prior to construction to confirm compliance with the recommendations given herein. Particular details of foundation design, construction specifications or quality control may develop, and we would be pleased to respond to any questions regarding these details.

If Alpha-Omega Geotech, Inc. is not retained to review the project plans and specifications, address to the proposed street improvements or their location on the site relative to where these test borings were completed, provide the recommended construction phase observation, monitoring and testing services and respond to any subsurface conditions that are identified during construction to evaluate whether or not changes in the recommendations given in this report are needed, we cannot be held responsible for the impact of those conditions on the project or the future performance of the buildings, pavements and/or structures that may be involved.

The scope of our services did not include any environmental assessment or investigation for the presence of hazardous or toxic materials in the soil, surface water, ground water or air, either on, below or adjacent to this site. In addition, no determination regarding the presence or absence of wetlands was made. Furthermore, it should be understood that the scope of geotechnical services for this project does not include either specifically or by implication any biological (i.e., mold, fungi or bacteria) assessment of the site or the proposed construction. Any statements in this report or included on the boring logs regarding odors, colors and unusual or suspicious items or conditions are strictly for informational purposes only.

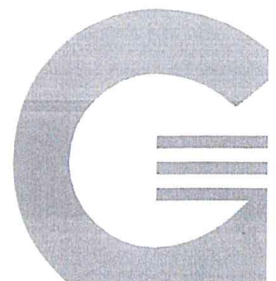
We appreciate the opportunity to be of service to Kiwanis Park, as well as Bartlett & West and look forward to working with you throughout the construction process. We are prepared to provide the Special Inspection services that will be required by the local building code under which this project is designed, as adopted by Moberly, Missouri, as well as the other necessary construction observation, monitoring and testing services discussed in this report. If you have any questions concerning this report, or if we may be of further assistance, please call us at (913) 371-0000.

Sincerely,
ALPHA-OMEGA GEOTECH, INC.



Garic Abendroth, P.E.
Engineering Director

Enclosures



Appendix Section A

SITE SKETCH

Site and Boring Location Plans

#5.

Iwanis Park

Woberly MO.

Legend

Boring Logs

B1

54'X34'
SHELTER

B2

B5

B4

B6

B3

WATER RESERVE
TO C. AND P. HILL

Simcoe Ave

Google Earth

200 ft



Boring Probes

#5.

Legend
Boring Locations

B133

102

1325

B7

B8

DD

B&B Moberly Five & Drive

224

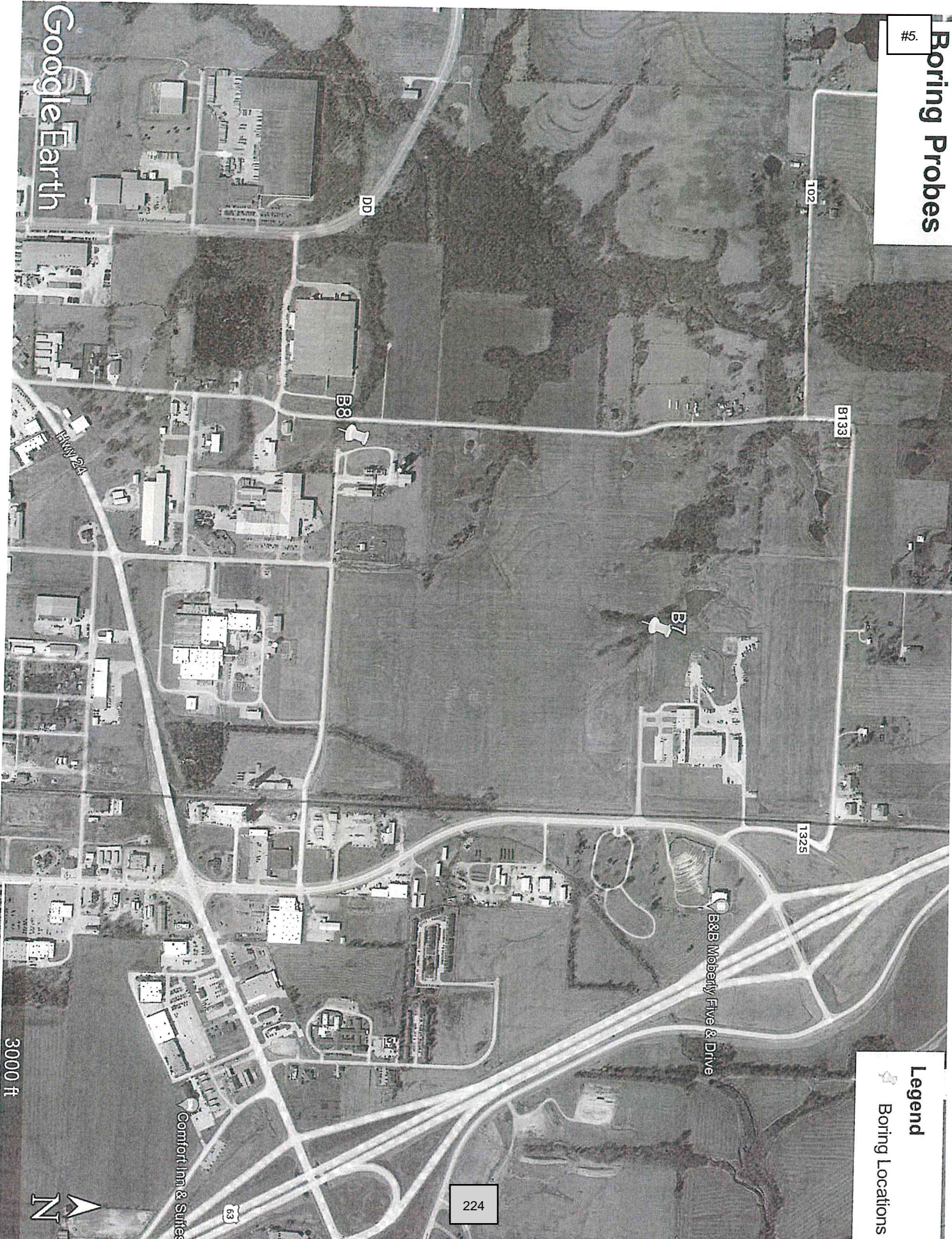
63

Comfort Inn & Suites

Hwy 24

Google Earth

3000 ft



Appendix Section B

LABORATORY TEST RESULTS

Summary of Laboratory Testing

Alpha-Omega Geotech, Inc.

1701 State Avenue
Kansas City, KS 66102
Office: (913) 371-0000 Fax: (913) 371-6710
Website: www.aogotech.com



ALPHA-OMEGA GEOTECH

PROJECT NAME:
PROJECT LOCATION:

KIWANIS PARK
SINNOCK AVE. & ST. CHARLES ST., MOBERLY, MO

PROJECT NUMBER:
DATE:

220515 E
4/27/2023

Boring Number	Sample Number	Depth or Elevation	Description	Natural Moisture (%)	Dry Unit Weight (pcf)	LL	Atterberg Limits PL	PI	USCS/ Visual Class.	% Passing No. 200	Unconfined Compression (psf)	%e	% Swell	Remarks
B1	ST-1	3.0-5.0	Brown, mottled reddish brown and grayish brown LEAN/FAT CLAY						CL-CH					PP=1.25
B1	ST-2	5.0-7.0	Brown, mottled reddish brown and gray LEAN CLAY	21.3	105.9	39	17	22	CL		2955	9.7		PP=1.25
B1	SS-3	8.5-10.0	Brown, mottled grayish brown, speckled reddish brown FAT CLAY						CH					N=7
B1	SS-4	13.5-15.0	Grayish brown, speckled reddish brown FAT CLAY						CH					N=13
B1	SS-5	18.5-20.0	Grayish brown, marbled reddish brown FAT CLAY						CH					N=12
B2	ST-1	3.0-5.0	Brown, mottled gray and reddish brown LEAN CLAY	28.1	91.7	46	22	24	CL		1641	3.7		PP=1.00
B2	ST-2	5.0-7.0	Reddish brown, mottled light gray LEAN/FAT CLAY						CL-CH					PP=1.50
B2	SS-3	8.5-10.0	Brown, mottled grayish brown, spotted reddish brown FAT CLAY						CH					N=6
B2	SS-4	13.5-15.0	Gray, mottled brown, spotted reddish brown FAT CLAY						CH					N=11
B2	SS-5	18.5-20.0	Grayish brown, speckled reddish brown FAT CLAY						CH					N=14

Summary of Laboratory Testing

Alpha-Omega Geotech, Inc.

1701 State Avenue
Kansas City, KS 66102
Office: (913) 371-0000 Fax: (913) 371-6710
Website: www.aogeotech.com



ALPHA-OMEGA GEOTECH

PROJECT NAME:
PROJECT LOCATION:

KIWANIS PARK
SINNOCK AVE. & ST. CHARLES ST., MOBERLY, MO

PROJECT NUMBER:
DATE:

220515 E
4/27/2023

Boring Number	Sample Number	Depth or Elevation	Description	Natural Moisture (%)	Dry Unit Weight (pcf)	LL	Atterberg Limits PL	PI	USCS/ Visual Class.	% Passing No. 200	Unconfined Compression (psf)	%e	% Swell	Remarks
B3	SS-1	1.0-2.5	Brown, speckled reddish brown FAT CLAY						CH					N=6
B3	SS-2	3.5-5.0	Grayish brown, spotted reddish brown LEAN/FAT CLAY						CL-CH					N=8
B3	SS-3	8.5-10.0	Brown, mottled gray, speckled reddish brown FAT CLAY						CH					N=6
B4	SS-1	1.0-2.5	Reddish brown, mottled brown FAT CLAY (Possible Fill)						CH					N=5
B4	SS-2	3.5-5.0	Gray, mottled reddish brown LEAN/FAT CLAY						CL-CH					N=6
B4	SS-3	8.5-10.0	Reddish brown, mottled gray FAT CLAY						CH					N=8
B5	SS-1	1.0-2.5	Brown, mottled reddish brown FAT CLAY						CH					N=6
B5	SS-2	3.5-5.0	Light gray, mottled reddish brown LEAN/FAT CLAY						CL-CH					N=6
B5	SS-3	8.5-10.0	Brown, mottled gray and reddish brown FAT CLAY						CH					N=9

Summary of Laboratory Testing

Alpha-Omega Geotech, Inc.

1701 State Avenue
Kansas City, KS 66102
Office: (913) 371-0000 Fax: (913) 371-6710
Website: www.aogeotech.com



ALPHA-OMEGA GEOTECH

PROJECT NAME:

KIWANIS PARK

PROJECT LOCATION:

SINNOCK AVE. & ST. CHARLES ST., MOBERLY, MO

PROJECT NUMBER:

220515 E

DATE:

4/27/2023

Boring Number	Sample Number	Depth or Elevation	Description	Natural Moisture (%)	Dry Unit Weight (pcf)	LL	Atterberg Limits PL	PI	USCS/ Visual Class.	% Passing No. 200	Unconfined Compression (psf)	%e	% Swell	Remarks
B6	SS-1	1.0-2.5	Brown, mottled reddish brown FAT CLAY						CH					N=8
B6	SS-2	3.5-5.0	Brown, mottled light gray, spotted reddish brown LEAN/FAT CLAY						CL-CH					N=5
B6	SS-3	8.5-10.0	Gray, mottled reddish brown FAT CLAY						CH					N=7
B6	SS-4	13.5-15.0	Brown, mottled light gray, spotted reddish brown FAT CLAY						CH					N=15
B7	SS-1	1.0-2.5	Brown, mottled light gray, spotted reddish brown FAT CLAY	27.0		77	22	55	CH					N=5
B7	SS-2	3.5-5.0	Grayish brown, speckled reddish brown FAT CLAY						CH					N=13
B7	SS-3	8.5-10.0	Brown, mottled light reddish brown FAT CLAY						CH					N=10
B7	SS-4	13.5-15.0	Reddish brown, speckled light gray FAT CLAY						CH					N=10
B7	SS-5	18.5-20.0	Reddish brown, spotted light gray FAT CLAY (Very hard, very slow drilling)						CH					N=32

Summary of Laboratory Testing

Alpha-Omega Geotech, Inc.

1701 State Avenue
Kansas City, KS 66102
Office: (913) 371-0000 Fax: (913) 371-6710
Website: www.aogeotech.com



ALPHA-OMEGA GEOTECH

PROJECT NAME:
PROJECT LOCATION:

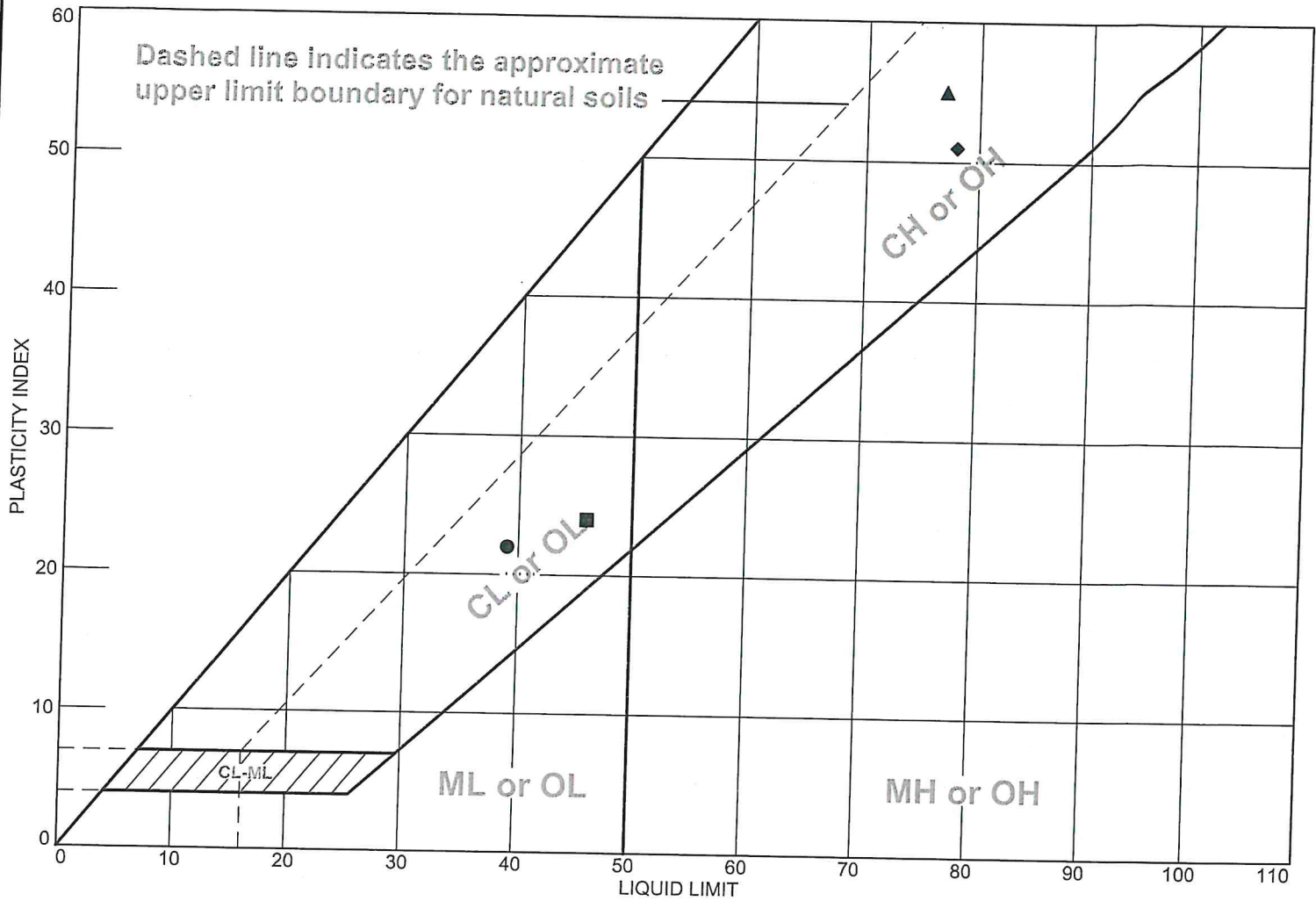
KIWANIS PARK
SINNOCK AVE. & ST. CHARLES ST., MOBERLY, MO

PROJECT NUMBER:
DATE:

220515 E
4/27/2023

Boring Number	Sample Number	Depth or Elevation	Description	Natural Moisture (%)	Dry Unit Weight (pcf)	LL	Atterberg Limits PL	PI	USCS/ Visual Class.	% Passing No. 200	Unconfined Compression (psf)	%e	% Swell	Remarks
B8	SS-1	1.0-2.5	Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots)	31.6		78	27	51	CH					N=9
B8	SS-2	3.5-5.0	Light reddish brown and gray FAT CLAY						CH					N=6
B8	SS-3	8.5-10.0	Light reddish brown, mottled light gray FAT CLAY						CH					N=10
B8	SS-4	13.5-15.0	Brown, mottled reddish brown, speckled dark brown FAT CLAY						CH					N=14
B8	SS-5	18.5-20.0	Brown, mottled reddish brown, speckled light gray and dark brown FAT CLAY						CH					N=17

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D4318)



MATERIAL DESCRIPTION		LL	PL	PI	%<#40	%<#200	USCS
●	Brown, mottled reddish brown and gray LEAN CLAY	39	17	22			CL
■	Brown, mottled gray and reddish brown LEAN CLAY	46	22	24			CL
▲	Brown, mottled light gray, spotted reddish brown FAT CLAY	77	22	55			CH
◆	Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots)	78	27	51			CH

Project No. 220515 E

Client: BARTLETT & WEST

Project: KIWANAS PARK

Remarks:

● Source of Sample: B1 Depth: 5.0 Sample Number: ST-2
 ■ Source of Sample: B2 Depth: 3.0 Sample Number: ST-1
 ▲ Source of Sample: B7 Depth: 1.0 Sample Number: SS-1
 ◆ Source of Sample: B8 Depth: 1.0 Sample Number: SS-1

AOG
 ALPHA-OMEGA GEOTECH

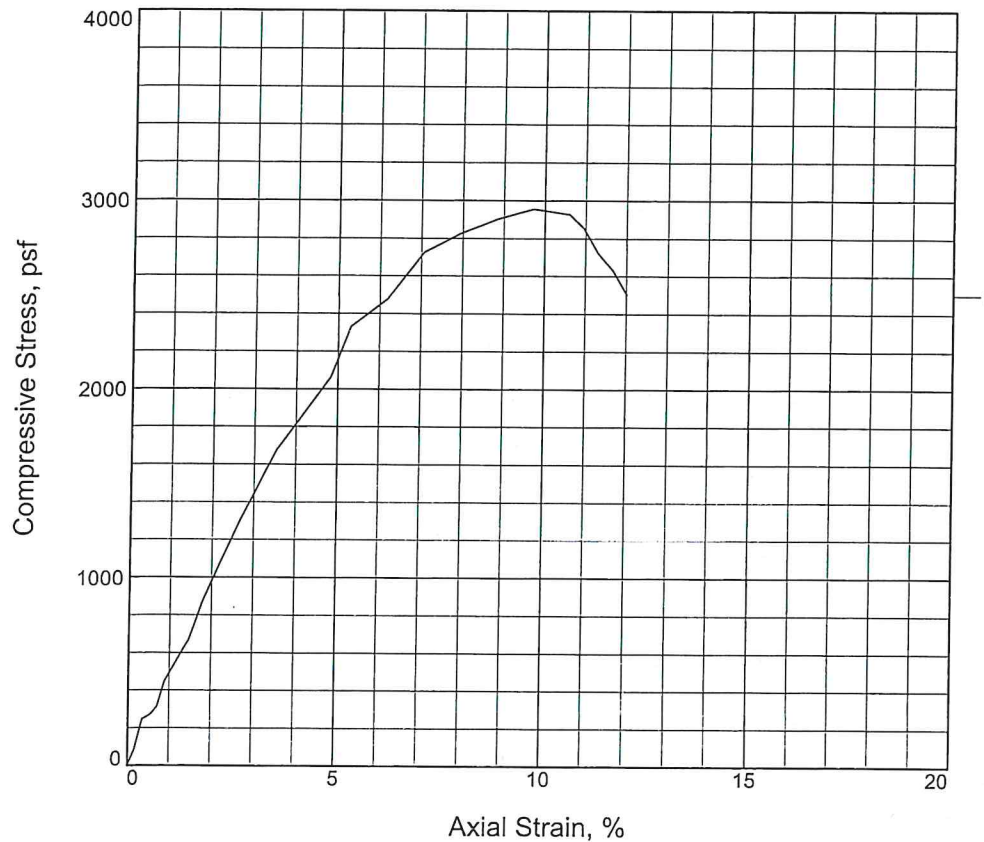
Figure

Tested By: D.B.

Checked By: T.B.

230

UNCONFINED COMPRESSION TEST



Sample No.	1		
Unconfined strength, psf	2955		
Undrained shear strength, psf	1477		
Failure strain, %	9.7		
Strain rate, in./min.	0.086		
Water content, %	21.3		
Wet density, pcf	128.3		
Dry density, pcf	105.9		
Saturation, %	96.9		
Void ratio	0.5924		
Specimen diameter, in.	2.850		
Specimen height, in.	5.660		
Height/diameter ratio	1.99		

Description: Brown, mottled reddish brown and gray LEAN CLAY

LL = 39 PL = 17 PI = 22 Assumed GS= 2.70 Type: Undisturbed

Project No.: 220515 E

Date Sampled: 4/25/2023

Remarks:

Client: BARTLETT & WEST

Project: KIWANAS PARK

Source of Sample: B1

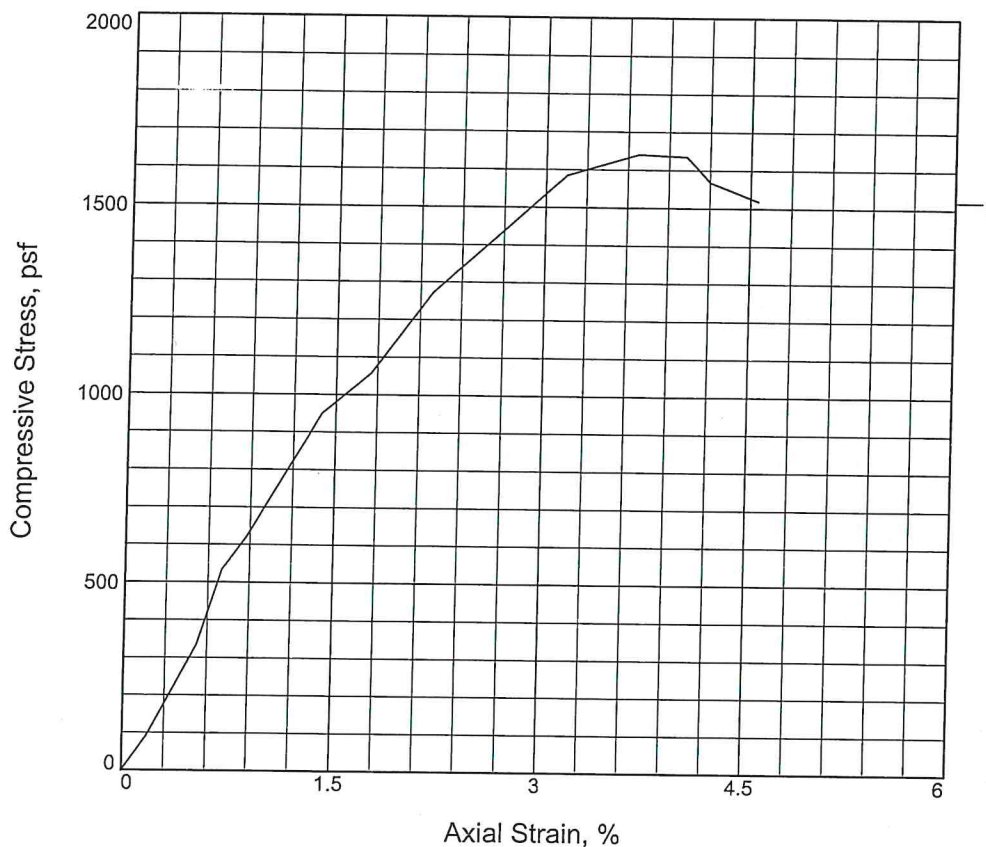
Depth: 5.0

Sample Number: ST-2

Figure 1 of 1



UNCONFINED COMPRESSION TEST



Sample No.	1			
Unconfined strength, psf	1641			
Undrained shear strength, psf	820			
Failure strain, %	3.7			
Strain rate, in./min.	0.086			
Water content, %	28.1			
Wet density, pcf	117.5			
Dry density, pcf	91.7			
Saturation, %	90.7			
Void ratio	0.8377			
Specimen diameter, in.	2.860			
Specimen height, in.	5.710			
Height/diameter ratio	2.00			

Description: Brown, mottled gray and reddish brown LEAN CLAY

LL = 46 PL = 22 PI = 24 Assumed GS= 2.70 Type: Undisturbed

Project No.: 220515 E

Date Sampled: 4/25/2023

Remarks:

Client: BARTLETT & WEST

Project: KIWANAS PARK

Source of Sample: B2

Depth: 3.0

Sample Number: ST-1



ALPHA-OMEGA GEOTECH

Figure 1 of 1

Tested By: D.B.

Checked By: T

Appendix Section C

BORING LOGS

Note: The logs of subsurface conditions shown in this section apply only at the specific boring location and depths at the date indicated and might not be indicative of all subsurface conditions that may be encountered. This information is not warranted to be representative of subsurface conditions at other locations, depths and times. The passage of time or construction operations at or adjacent to this site may result in changes to the soil conditions at these boring locations and depths. As a result, the character of subsurface materials shall be each bidder's responsibility.



LOG OF BORING
No. B1

PROJECT: KIWANAS PARK PROJECT NO.: 220 #5.
 CLIENT: BARTLETT & WEST
 PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO
 LOCATION: SEE SITE SKETCH ELEVATION: N/D
 DRILLER: J.M. LOGGED BY: E.G.
 DRILLING METHOD: POWER AUGER DATE: 4-17-23
 DEPTH TO - WATER> INITIAL: ☒ NONE AFTER 24 HOURS: ☒ CAVING> ☒ NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS Visual Class.
Depth (ft.)										
0		Brown, mottled reddish brown and grayish brown LEAN/FAT CLAY (Root Zone) (Possible FILL)								CL-CH
0.25		Brown, mottled reddish brown and grayish brown LEAN/FAT CLAY (Possible FILL)								CL-CH
1.0		Brown, mottled reddish brown and grayish brown LEAN/FAT CLAY (Possible FILL)							1.25	CL-CH
3.0		Brown, mottled reddish brown and grayish brown LEAN/FAT CLAY	21.3	105.9	39	22		2955	1.25	CL
5.0		Brown, mottled reddish brown and gray LEAN CLAY								CH
7.0		Brown, mottled reddish brown and gray LEAN CLAY								CH
8.5		Brown, mottled grayish brown, speckled reddish brown FAT CLAY								CH
10.0		Brown, mottled grayish brown, speckled reddish brown FAT CLAY								CH
13.5		Grayish brown, speckled reddish brown FAT CLAY								CH
15.0		Grayish brown, speckled reddish brown FAT CLAY								CH
18.5		Grayish brown, marbled reddish brown FAT CLAY								CH
20.0		End of boring at about 20.0 feet								



ALPHA-OMEGA GEOTECH

LOG OF BORING
No. B2

PROJECT: KIWANAS PARK PROJECT NO.: 22051 #5.
 CLIENT: BARTLETT & WEST
 PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO
 LOCATION: SEE SITE SKETCH ELEVATION: N/D
 DRILLER: J.M. LOGGED BY: E.G.
 DRILLING METHOD: POWER AUGER DATE: 4-17-23
 DEPTH TO - WATER> INITIAL: ☒ NONE AFTER 24 HOURS: ☒ CAVING> C NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
Depth (ft.)										
0		Brown, mottled gray and reddish brown LEAN CLAY (Root Zone) (Possible FILL)								CL
		0.25								CL
		Brown, mottled gray and reddish brown LEAN CLAY								CL
		3.0	28.1	91.7	46	24		1641	1.00	CL
5		Brown, mottled gray and reddish brown LEAN CLAY								CL-CH
		5.0							1.50	CL-CH
		Reddish brown, mottled light gray LEAN/ FAT CLAY								CL-CH
		7.0								CH
		Reddish brown, mottled light gray LEAN/ FAT CLAY								CH
10		8.5								CH
		Brown, mottled grayish brown, spotted reddish brown FAT CLAY								CH
		10.0								CH
		Brown, mottled grayish brown, spotted reddish brown FAT CLAY								CH
15		13.5								CH
		Gray, mottled brown, spotted reddish brown FAT CLAY								CH
		15.0								CH
		Gray, mottled brown, spotted reddish brown FAT CLAY								CH
		18.5								CH
20		Grayish brown, speckled reddish brown FAT CLAY								CH
		20.0								
		End of boring at about 20.0 feet								
25										
30										
35										



LOG OF BORING No. B3

PROJECT: KIWANAS PARK PROJECT NO.: 220 #5.
 CLIENT: BARTLETT & WEST
 PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO
 LOCATION: SEE SITE SKETCH ELEVATION: N/D
 DRILLER: J.M. LOGGED BY: E.G.
 DRILLING METHOD: POWER AUGER DATE: 4-17-23
 DEPTH TO - WATER> INITIAL: ☒ NONE AFTER 24 HOURS: ☒ CAVING> C. NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
Depth (ft.)										
0		Gravel (FILL)								
0.50	3 3 3	Brown, speckled reddish brown FAT CLAY (Possible FILL)								CH
1.0										CH
1.5	3 3 3	Brown, speckled reddish brown FAT CLAY								CH
2.5		Brown, speckled reddish brown FAT CLAY								CL-CH
3.5		Grayish brown, spotted reddish brown LEAN/FAT CLAY								CL-CH
5.0		Grayish brown, spotted reddish brown LEAN/FAT CLAY								
8.5	3 2 4	Brown, mottled gray, speckled reddish brown FAT CLAY								CH
10.0		End of boring at about 10.0 feet								
15										
20										
25										
30										
35										



LOG OF BORING No. B4

PROJECT: KIWANAS PARK

PROJECT NO.: 2205

#5.

CLIENT: BARTLETT & WEST

PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO

LOCATION: SEE SITE SKETCH

ELEVATION: N/D

DRILLER: J.M.

LOGGED BY: E.G.

DRILLING METHOD: POWER AUGER

DATE: 4-17-23

DEPTH TO - WATER> INITIAL: ☒ NONE AFTER 24 HOURS: ☒

CAVING> ☐ NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
Depth (ft.)										
0		Brown FAT CLAY (Root Zone) (FILL)								CH
		Clayey gravel (FILL)	0.25							GC
		Reddish brown, mottled brown FAT CLAY (Possible FILL)	1.0							CH
		Reddish brown, mottled brown FAT CLAY	2.5							CL-CH
5		Gray, mottled reddish brown LEAN/FAT CLAY	3.5							CL-CH
		Gray, mottled reddish brown LEAN/FAT CLAY	5.0							
		Reddish brown, mottled gray FAT CLAY	8.5							CH
10		End of boring at about 10.0 feet	10.0							
15										
20										
25										
30										
35										



LOG OF BORING
No. B5

PROJECT: KIWANAS PARK PROJECT NO.: 220 #5.
 CLIENT: BARTLETT & WEST
 PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO
 LOCATION: SEE SITE SKETCH ELEVATION: N/D
 DRILLER: J.M. LOGGED BY: E.G.
 DRILLING METHOD: POWER AUGER DATE: 4-17-23
 DEPTH TO - WATER> INITIAL: ☐ NONE AFTER 24 HOURS: ☐ CAVING> C NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS Visual Class.
0		Brown, mottled reddish brown FAT CLAY (Root Zone)								CH
0.25		Brown, mottled reddish brown FAT CLAY								CH
1.0		Brown, mottled reddish brown FAT CLAY								CH
2.5		Brown, mottled reddish brown FAT CLAY								CL-CH
3.5		Light gray, mottled reddish brown LEAN/FAT CLAY								CL-CH
5.0		Light gray, mottled reddish brown LEAN FAT CLAY/								CH
8.5		Brown, mottled gray and reddish brown FAT CLAY								
10.0		End of boring at about 10.0 feet								
15										
20										
25										
30										
35										



ALPHA-OMEGA GEOTECH

LOG OF BORING
No. B6PROJECT: KIWANAS PARKPROJECT NO.: 2205

#5.

CLIENT: BARTLETT & WESTPROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MOLOCATION: SEE SITE SKETCHELEVATION: N/DDRILLER: J.M.LOGGED BY: E.G.DRILLING METHOD: POWER AUGERDATE: 4-17-23DEPTH TO - WATER> INITIAL: ☒ NONE AFTER 24 HOURS: ☒CAVING> C NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
Depth (ft.)										
0		Brown, mottled reddish brown FAT CLAY (Root Zone)								CH
	2									CH
	3									CH
	5									CH
	2									CL-CH
	2									CL-CH
	3									CL-CH
5		Brown, mottled light gray, spotted reddish brown LEAN/FAT CLAY								CH
	3									CH
	3									CH
	4									CH
10		Gray, mottled reddish brown FAT CLAY								CH
		Gray, mottled reddish brown FAT CLAY								CH
										CH
	4									CH
	7									CH
	8									CH
15		End of boring at about 15.0 feet								
20										
25										
30										
35										



LOG OF BORING No. B7

PROJECT: KIWANAS PARK PROJECT NO.: 220 #5.
 CLIENT: BARTLETT & WEST
 PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO
 LOCATION: SEE SITE SKETCH ELEVATION: N/D
 DRILLER: J.M. LOGGED BY: E.G.
 DRILLING METHOD: POWER AUGER DATE: 4-17-23
 DEPTH TO - WATER> INITIAL: 18.5' AFTER 24 HOURS: 18.5' CAVING> C NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
0		Brown, mottled light gray, spotted reddish brown FAT CLAY (Root Zone)								CH
2										CH
3										CH
0.25		Brown, mottled light gray, spotted reddish brown FAT CLAY	27.0		77	55				CH
1.0										CH
5		Brown, mottled light gray, spotted reddish brown FAT CLAY								CH
2.5										CH
3.5		Brown, mottled light gray, spotted reddish brown FAT CLAY								CH
10		Grayish brown, speckled reddish brown FAT CLAY								CH
5.0										CH
8.5		Grayish brown, speckled reddish brown FAT CLAY								CH
10.0										CH
13.5		Brown, mottled light reddish brown FAT CLAY								CH
15.0		Brown, mottled light reddish brown FAT CLAY								CH
15.0		Reddish brown, speckled light gray FAT CLAY								CH
18.5		Reddish brown, speckled light gray FAT CLAY								CH
20.0		Reddish brown, spotted light gray FAT CLAY (Very hard, very slow drilling)								CH
20.0		End of boring at about 20.0 feet								
25										
30										
35										



ALPHA-OMEGA GEOTECH

LOG OF BORING
No. B8

PROJECT: KIWANAS PARK

PROJECT NO.: 22051 #5.

CLIENT: BARTLETT & WEST

PROJECT LOCATION: SINNOCK AVE. & ST. CHARLES STREET, MOBERLY, MO

LOCATION: SEE SITE SKETCH

ELEVATION: N/D

DRILLER: J.M.

LOGGED BY: E.G.

DRILLING METHOD: POWER AUGER

DATE: 4-17-23

DEPTH TO - WATER> INITIAL: 1.3'

AFTER 24 HOURS: ---

CAVING> ☐ NONE

Elevation	Soil Symbols Sampler Symbols and Field Test Data	Description	w%	DDen pcf	LL	PI	200 %	Uncomp. psf	PPen. tsf	USCS/ Visual Class.
0		Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots) (Root Zone)	31.6		78	51				CH
										CH
										CH
		Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots)								CH
										CH
5		Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots)								CH
										CH
		Brown, spotted reddish brown FAT CLAY with trace of organics (finger roots)								CH
										CH
		Light reddish brown and gray FAT CLAY								CH
10		Light reddish brown and gray FAT CLAY								CH
		Light reddish brown, mottled light gray FAT CLAY								CH
										CH
		Light reddish brown, mottled light gray FAT CLAY								CH
15		Brown, mottled reddish brown, speckled dark brown FAT CLAY								CH
										CH
		Brown, mottled reddish brown, speckled dark brown FAT CLAY								CH
										CH
20		Brown, mottled reddish brown, speckled light gray and dark brown FAT CLAY								CH
										CH
		End of boring at about 20.0 feet								
25										
30										
35										

REL TO SYMBOLS

Symbol Description

Symbol Description

#5.

Strata symbols



Standard penetration test



LEAN/FAT CLAY



LEAN CLAY



FAT CLAY



Gravel



Clayey gravel

Misc. Symbols



Water table during drilling

Soil Samplers



Undisturbed thin wall
Shelby tube

Notes:

1. Borings were drilled on April 14, 2023 using solid auger, split spoon sampler and shelby tube sampler techniques.
 2. Ground water was encountered while drilling at the reported depths.
 3. Borings were staked by Alpha-Omega, Inc.
 4. These logs are subject to the limitations, conclusions, and recommendation in this report.
 5. Results of tests conducted on samples recovered are reported on the logs.
- Abbreviations are:

DDen =	natural dry density (pcf)	LL =	Liquid
limit			
w% =	natural moisture content (%)	PI =	Plasticity
index			
UComp =	Unconfined compression (psf)	PPen =	Pocket
penetrometer			
-200 =	percent passing #20 sieve (%)	RQD =	Rock
quality			

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

- ☒ 1. N/A
- ☒ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. Bidder's Acknowledgment, Anti-Collusion Statement, and Certification Regarding Affirmative Action must also be included. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☒ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and project number on the outside of the envelope.**
- ☒ 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- ☒ 5. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.
- ☒ 6. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☒ 7. Submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☒ 8. If a DBE is used, submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☒ 9. Submit all E-Verify Information, including Affidavit of Compliance and Memorandum of Understanding (MOU).
- ☒ 10. Staple addenda to the bid in the appropriate part of the bid. The letter (if applicable) accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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

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

.....
All questions concerning the bid document preparation can be directed Troy Bock at (660) 269-7613. Project specific questions can be directed to Steve Wise, AIA, Bartlett & West at 785.272.2252, steve.wise@bartwest.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City Clerk, at (660) 269-7613at least five (5) working days prior to the bid opening.

Project No.: 19254.038
Owner: City of Moberly, Missouri

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri)
County of Jackson) ss

On this 12th day of December, 2023, before me appeared Matthew Perry, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the Corporate Secretary of Diamond Contractors Inc; (President or other agent)

that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 10:35am, on the day and year first above written.

(SEAL)

JAMI LANE
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 14855042
Jackson County
My Commission Expires: Mar. 28, 2026

Jami Lane
Notary Public

My commission expires 3/28/26

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we GBH Builders, Inc. as principal and Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606 as surety, are held and firmly bound unto the (Insert LPA Name) City of Moberly, MO in the penal sum of FIVE (5%) PERCENT OF TOTAL AMOUNT BID Dollars (\$ 5% of bid) to be paid to the City of Moberly, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this December 12, 2023
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Moberly on the Moberly Park Shelter, Playground and associated Site Improvements as set out in said bid;

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


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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

GBH Builders, Inc.

Principal

SEAL

By 
Jake Hunter, President

Signature

Western Surety Company

Surety

SEAL

By 
Linda L. Nutt Signature of Attorney in Fact

Surety Phone No. 312-822-5000

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L. Nutt , Individually

of Kansas City, MO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: GBH Builders, Inc.
Obligee: City of Moberly MO

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.



WESTERN SURETY COMPANY

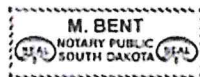
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
ph (785) 272-2252
www.bartlettwest.com

ADDENDUM NO. 1

November 28, 2023

ISSUED FOR:

City of Moberly
Attn: Troy Bock
101 West Reed St.
Moberly, MO 65270

ISSUED BY ARCHITECT

Bartlett & West, Inc.
10895 Grandview Dr., 24 Corporate Woods, Suite 110
Overland Park, KS 66210
Contact: Steven Wise
Phone Number: (785) 272-2252
E-Mail: steve.wise@bartwest.com

NOTICE TO ALL BIDDERS FOR THE:

Kiwanis Park Site Improvements & Shelter Project

911 Sinnock Ave.
Moberly, MO 65270
Project No. 19254.038

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Contract Bid and Construction Documents.

The Addendum No. 1 is a part of the Contract Bid and Construction Documents and shall govern in the performance of the Work.

Article 1-1, Geotechnical Report

- A. **ADD** Geotechnical Report. Refer to the attached report provided by Alpha Omega.

Article 1-2, Project Manual, Section 074113 – METAL ROOF PANELS

- A. **MODIFY** Section 074113, paragraph 2.01 to include DMI IL20 metal roof panels as an acceptable panel manufacturer and system. The roof assembly will need to meet the specified wind uplift and other design criteria indicated in paragraph 2.02 and other requirements provided in section 074113.

Article 1-3, Bidder Question

- A. **Question:** C600 shows HC signpost detail with breakaways but notes SOUTH ADA stall...there are no HC's on south side.

Response: All 4 proposed ADA stalls will be on the north side of the parking lot. There will be no ADA stalls on the south side of the parking lot. Pavement striping shall be installed as shown in the plans.

Article 1-4, Bidder Questions

- A. **Question:** The site layout plan and geotechnical report state that geogrid is to be placed beneath all base rock under pavement areas. But the details in the civil plans show fabric and not geogrid. Please clarify what is required.

Response: Pavement to be installed on geogrid per the geotechnical report.

*** RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM ***

PROPOSAL

Sealed bids, addressed to City of Moberly, 303 N. Main St., Moberly, Missouri, 64834 will be received by the City of Moberly until **December 12, 2023 at 1:00 P.M. Local Time at City Hall at 101 West Reed Street, Moberly, MO 65270**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

(1) **PROPOSED WORK:** The proposed work includes construction of a new park shelter with associated site improvements, located at 911 Sinnock Ave. in Moberly MO as identified in the Bid Package Construction Documents and Project Manual.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

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

Calendar Days: 160 calendar days starting from the date of the Notice to Proceed

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

Liquidated damages per day \$350/Calendar Day

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

<https://purch.oa.mo.gov/vendor-information/e-verify-information>

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

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

employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

Contractors are required to fill out the Build America, Buy America Certification and Material of Origin form before materials can be used in the project. It is recommended during the bidding process that each bidder fill out the first 3 pages of the Certification and fill out as much of the Materials Origin form as possible for each item. If the contractor has their own material of origin form, it can be substituted for the MO DNR Material Origin form.

www.doi.gov/grants/BuyAmerica

Determine and certify that to the best of Provider's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.

Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, Missouri DNR regulations, and BABAA requirements.

Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the Applicant and Agency.

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

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

GBH Builders, Inc.

which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri.

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

Executed by bidder this 12th day of December 2023.

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

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

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

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


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

Jake Hunget, President

Please print or type name and title of person signing here

Attest:


Asst. Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. The City of Moberly reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all

bids.

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

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Moberly Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

(19) **DBE GOAL:** The DBE Goal for this project is set at **4.0%**.

(20) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** It is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this 12th day of December 2023.

This Proposal is respectfully submitted,

ATTEST:

By 

Title Mike Bungart, Asst. Corporate Secretary

(Seal)

(If Bid by a Corporation)

GBH Builders, Inc.

Name of Bidder

By 

Title Jake Hunget, President

PO Box 945, Jefferson City, MO 65102-0945

Bidders' Address

BID.....00301

PROPOSAL of _____

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Missouri
- * a partnership consisting of _____
- * an individual d/b/a _____

TO: City of Moberly, Missouri, hereinafter referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of **the Kiwanis Park Site Improvements and Shelter** in strict accordance with these Contract Documents, within the period of time set out herein, and for the price, stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within seven (7) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. a. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to complete the Contract within One Hundred Sixty (160) consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages to the Owner, the sum of \$350.00 each consecutive calendar day thereafter, as provided in Section 15 of the General Conditions. Bidder further agrees to reimburse suppliers, manufacturers, and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the Bidder to fully complete the Project within the established time, as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. 1 Date: 11/28/2023
No. Date:
No. Date:
No. Date:

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following lump sum price. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
1	LS	Construct Park Site Improvements and Shelter <i>Six hundred ninety three thousand seven hundred</i>		<i>\$ 693,700.00</i>
2	LS	Alternate 01: Concrete Ribbon Curb <i>Nineteen thousand two hundred</i>		<i>\$ 19,200.00</i>

TOTAL BID AMOUNT - Seven hundred twelve thousand nine hundred
DOLLARS (\$ 712,900.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

BIDDER understands and acknowledges that the preceding bid price will serve as the basis for comparison of bids; however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids, but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the project to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The City of Moberly shall award the project to the lowest BIDDER. BIDDER understands that the OWNER reserves the right to reject any and all BIDS and to waive any informalities in the Bidding.

ATTEST:

By Mike Bungart
Mike Bungart, Asst. Corporate Secretary
 Title

(SEAL)
 (If Bid is a Corporation)

Respectfully Submitted

GBH Builders, Inc.
 Name of Contractor

By Jake Hunget
Jake Hunget, President
 Name & Title (Please Print or Type)

PO Box 945, Jefferson City, MO 65102-0945
 Address (Including Zip Code)

Project No.: 19254.038
Owner: City of Moberly, Missouri

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri)
County of Cole) ss

On this 12th day of December, 2023, before me appeared Jake Hunget, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the President of GBH Builders, Inc.; (President or other agent)

that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Cole County, Missouri the day and year first above written.

DENISE CALEY
Notary Public - Notary Seal
STATE OF MISSOURI
Cole County
(SEAL) Commission # 12057995
My Commission Expires: June 1, 2024

Denise Caley
Notary Public

My commission expires 06/01/2024

DENISE CALEY
Notary Public - Notary Seal
STATE OF MISSOURI
Cole County
Commission # 12057995
My Commission Expires: June 1, 2024

Project No.: 19254.038
Owner: City of Moberly, Missouri

ANTI-COLLUSION STATEMENT

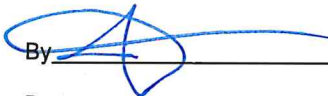
State of Missouri)
)ss
County of Cole)

Jake Hunget, being first duly sworn, deposes and says that he is President

(Title of Person Signing)
of GBH Builders, Inc.

(Name of Bidder)

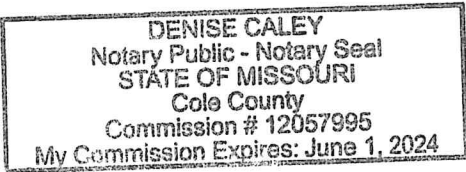
that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By 
By _____
By _____

Sworn to before me this 12th day of December, 2023.


Notary Public

My Commission Expires 06/01/2024



SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project No.: 19254.038
Owner: City of Moberly, Missouri

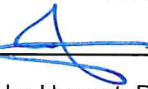
Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

- 1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
- 2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
- 3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

GBH Builders, Inc.
Company

By: 
Jake Hunget, President
Title

Date: December 12, 2023



Company ID Number: 194713

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **GBH Builders, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 194713

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 194713

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



Company ID Number: 194713

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



Company ID Number: 194713

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 194713

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 194713

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 194713

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

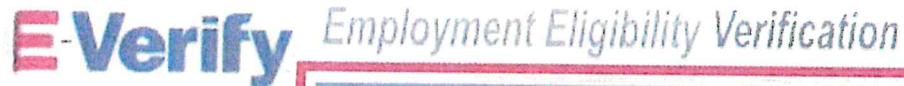
SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Exit



E-Verify Enrollment: You're Finished

Congratulations!

Your company has been enrolled in E-Verify. **Now just sit back and wait – the people you signed up as users will receive their user names and passwords by e-mail.**

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam.

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance. **Do not enroll your company again in E-Verify.** If you attempt to reenroll, your enrollment may be delayed.

Before you go, click on the "View Memorandum of Understanding" button and print a copy of the Memorandum of Understanding you electronically signed. Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

Thanks for signing up. Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at E-Verify@dhs.gov.

[View Memorandum of Understanding](#)



Company ID Number: 194713

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer GBH Builders, Inc.

Pamela Neugebauer
Name (Please Type or Print)

Title

Electronically Signed
Signature

03/03/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

03/03/2009
Date



Company ID Number: 194713

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: GBH Builders, Inc.

Company Facility Address: 3441 N. Ten Mile Drive

Jefferson City, MO 65109

Company Alternate

Address: PO Box 945

Jefferson City, MO 65102

County or Parish: COLE

Employer Identification

Number: 431907601

North American Industry
Classification Systems

Code: 236

Parent Company: _____

Number of Employees: 1 to 4

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

City of Moberly
City Council Agenda Summary

Agenda Number:

#6.

Department: Administration
Date: January 16, 2024

Agenda Item: A Resolution Authorizing Funding Of A Matching Grant With The Missouri Division Of Tourism For The Moberly Area Chamber Of Commerce.

Summary: City staff received a request from the Moberly Chamber of Commerce to provide matching funds needed by the Chamber for a Missouri Division of Tourism Marketing Matching Grant. The total grant funds are \$30,000.00, of which the Chamber has requested from the City \$2,000.00 to complete their \$15,000.00 match funds.

Recommended
Action: Please approve the Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☐ Correspondence

☐ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☒ Proposed Resolution

☐ Attorney's Report

☐ Petition

☐ Contract

☐ Budget Amendment

☐ Legal Notice

☐ Other _____

Roll Call Aye Nay

Mayor
M___ S___ **Brubaker** ___ ___

Council Member
M___ S___ **Lucas** ___ ___
M___ S___ **Kimmons** ___ ___
M___ S___ **Jeffrey** ___ ___
M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING OF A MATCHING GRANT WITH THE MISSOURI DIVISION OF TOURISM FOR THE MOBERLY AREA CHAMBER OF COMMERCE.

WHEREAS, the Missouri Division of Tourism offers a \$30,000.00 Marketing Matching Grant to organizations like the Moberly Area Chamber of Commerce (the “Chamber”) to assist with strategic media placement; and

WHEREAS, the Chamber has requested \$2,000.00 from the City to help meet its matching funds for the grant; and

WHEREAS, after due consideration the City Council wishes to assist the Chamber with meeting its grant matching funding.

NOW, THEREFORE, the Moberly City Council hereby authorizes payment to the Moberly Area Chamber of Commerce in the amount of \$2,000.00 for a Missouri Division of Tourism marketing grant.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Randall Thompson

From: Megan Schmitt <director@moberlychamber.com>
Sent: Tuesday, December 5, 2023 10:54 AM
To: Randall Thompson; 'Sarah Graff'
Subject: FW: FY25 MMG Funding Amount
Attachments: Moberly FY25 CTL Letter.pdf; Moberly FY25 DMO Re-Cert Letter.doc

Hi Randall,

I emailed you this morning a reminder about the Tourism Contract. While unburying my inbox I found the MDT grant information for FY25. We do not currently have the match needed in our Tourism contract to take advantage of this opportunity. Our contract with the City was dialed back in 2020 due to COVID. We will be leaving money on the table unless the City is able to increase the marketing portion of our Tourism Contract so we can have the match dollars needed.

Thoughts?



Megan Schmitt
 Executive Director
 Moberly Area Chamber Commerce
 660-263-6070 | director@moberlychamber.com
Moberlychamber.com | moberly.com



[Don't miss Moberly's Christmas Festival!](#)

From: Michelle Westhues <tourism@moberlychamber.com>
Sent: Wednesday, November 29, 2023 1:23 PM
To: Megan Schmitt <director@moberlychamber.com>
Cc: Sarah Barfield Graff <sjb1129@hotmail.com>
Subject: FW: FY25 MMG Funding Amount

FYI I am attaching the MDT 2025 recertification award amount that we can apply for in April.

Sarah, this is for July 1, 2024 – June 30, 2025. I would love to apply for this full amount, but we do not have the full match of \$15,000 just for this grant alone.



November 29, 2023

Michelle Westhues
Moberly Area Chamber of Commerce
211 W Reed St
Moberly, MO 65270

Dear Michelle,

The Missouri Division of Tourism (MDT) is pleased to present the Cooperative Marketing Program again for FY25. Your Destination Marketing Organization (DMO) certification is currently valid through June 30, 2029. This certification allows the Moberly Area Chamber of Commerce to participate in the Marketing Matching Grant. Our records indicate that your organization is marketing Randolph County and has a County Tourism Level (CTL) of 1.

- The **Marketing Matching Grant (MMG)** is designed to assist DMOs with strategic media placement. In the past, approved DMO media projects targeted at leisure travel, sports marketing and meeting/convention marketing could be reimbursed up to 50%. This program is available to all *certified* DMOs, regardless of CTL, and continues to be our most popular program.

Available funding for MMG is based on the Division’s budget and is subject to restrictions any time throughout the year. The FY25 MDT budget will be approved by the Legislature in May 2024. Until that time, MDT is unable to determine a specific grant amount for each CTL. However, MDT estimates your CTL will translate to a MMG maximum award amount of **\$15,000**. Keep in mind that because the MMG applications may be due before the final announcements have been made, everyone should be prepared to be flexible and make some changes if needed. We appreciate your understanding and patience with this process.

Match Example

MDT Match Amount	\$15,000
DMO Match Amount	\$15,000
Total Project Budget	\$30,000

City of Moberly
City Council Agenda Summary

Agenda Number:

#7.

Department: Public Works
Date: January 16, 2024

Agenda Item: A Resolution Accepting The Bid Of Crown Power & Equipment Co., LLC, And Authorizing The Purchase Of Grasshopper Lawn Mower For The Public Works Department.

Summary: We received three (3) quotes:
Crown Power & Equipment Salisbury: \$11,800
Henderson Implement Company: \$12,150
Ennis Implement Co Mexico: \$12,530.

Staff recommends Crown as they are the low bid.

Recommended

Action: Please approve this Resolution.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF CROWN POWER & EQUIPMENT CO., LLC, AND AUTHORIZING THE PURCHASE OF GRASSHOPPER LAWN MOWER FOR THE PUBLIC WORKS DEPARTMENT.

WHEREAS, City Staff requested bids for a lawnmower for use at the Oakland Cemetery; and

WHEREAS, three bids were received with the lowest responsible bid coming from Crown Power & Equipment Co., LLC, (“Crown”) Salisbury location, in the amount of \$11,800.00 for a Grasshopper Model 225 with a 61” 4X Rear Discharge Deck; and

WHEREAS, City Staff recommend acceptance of the Crown bid and authorizing the purchase of a the mower for use by the Public Works department.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Crown and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$11,800.00 and further authorizes the City Manager to take such other necessary action to carry out the intent of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Grasshopper QuikQuote

#19029N00051



#7.

Quoted by

Crown Power & Equipment Salisbury

103 E US Highway 24

Salisbury, MO 65281

P: (660) 388-6425

Trevor Wagy

Sales

E: twagy@crown-power.com

P: 660-388-6425

Quoted for

City of Moberly/Tim

E: timg@cityofmoberly.com

P: 660-651-6878



*Models may be shown with optional equipment
that may or may not appear on your specific quote*

Model 225 with 61" 4X Rear

Discharge Deck

Quoted: Dec 6, 2023

Power Unit & Deck

Model 225 (534123)

747cc Kohler Command Pro Engine; "no-gears"
hydraulic pump-and-wheel-motor transmission; heavy-
duty extra-deep 61" cutting deck; luxury seat and shock-
absorbing footrest

List

Bid

\$14,395.00 \$11,516.00

61" 4X Rear Discharge Deck – In lieu of standard 61"
deck for 225-61. (534340)

\$355.00

\$284.00

List Total: \$14,750.00

Bid Price: \$11,800.00

Grand Total: \$11,800.00

Cemetery
Company
Crown Power & Equipment Salisbury
Henderson Implement Co. Columbia
Ennis Implement Co Mexico

Mower Bid Tab
Price
\$11,800.00
\$12,150.00
\$12,530.00

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Comm. Dev.

Date: January 16, 2024

Agenda Item: A Resolution Approving A Design Engineering Agreement With McClure Engineering Company For The Fennel Community Center Grant.

Summary: Attached is the design engineering agreement from McClure Engineering and affiliated firms. As you know we have just under \$1M committed from Com Rev. ARPA funds and City Match to renovate the Two-Story section of the Fennel Building into a community center. The engineering estimates show the proposed renovation to significantly exceed our budget, however these are only estimates and due to the type of construction, could vary by a fair margin. We need to bid out the work that we intended to complete and see where the bids come in. Based on that we can meet with the funding organization and see what our options are to see what we can cover with the allocated funding and what is acceptable for a final product.

The engineering fee is based on the projected estimated cost which ranges from just over \$1M to \$1.43M (See chart below, total est. const cost do not including design Eng. Design services).

At this point we need to get the design finished, put it out for bid and see how our real numbers come in and then work towards a solution of what will work.

Staff recommends approving the design engineering contract, which is eligible for reimbursement under the grant agreement.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO:_____

RESOLUTION NO:_____

A RESOLUTION APPROVING A DESIGN ENGINEERING AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE FENNEL COMMUNITY CENTER GRANT.

WHEREAS, City Staff sought a proposal from McClure Engineering Company (“McClure”) to provide design engineering professional services for the Fennel Community Center ARPA Grant project; and

WHEREAS, attached hereto is the Agreement proposed by McClure and affiliated firms with a lump sum fee of One Hundred Thirty-Six Thousand Dollars (\$136,000.00); and

WHEREAS, under the ARPA grant agreement the engineering fee is eligible for reimbursement; and

WHEREAS, City Staff recommend approval of the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the design engineering Agreement with McClure and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action necessary to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Moberly Fennel Building Design

Project Number: 2023000354

Project Manager: Aaron McVicker

This Agreement, is made on the 16th day of November, 2023, by and between McClure Engineering Company, of Macon, Missouri, (herein referred to as "CONSULTANT") and City of Moberly, MO (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Moberly Fennel Building Design

- The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
- Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
- This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
- Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **OWNER**.
- Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.
- The amount of the **CONSULTANT's** compensation is \$136,000.00. The contract type is Lump Sum.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Moberly, MO

CONSULTANT: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: _____ Authorized Signatory

M^CCLURE™

McCLURE ENGINEERING COMPANY

CONSULTANT STANDARD TERMS AND CONDITIONS

(Effective 1/1/2023 through 12/31/2023)

- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.


McCLURE™

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement n

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

**McCLURE ENGINEERING COMPANY****HOURLY RATE SCHEDULE**

(Effective 1/1/2023 through 12/31/2023)

PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$155 - \$175
Technician	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

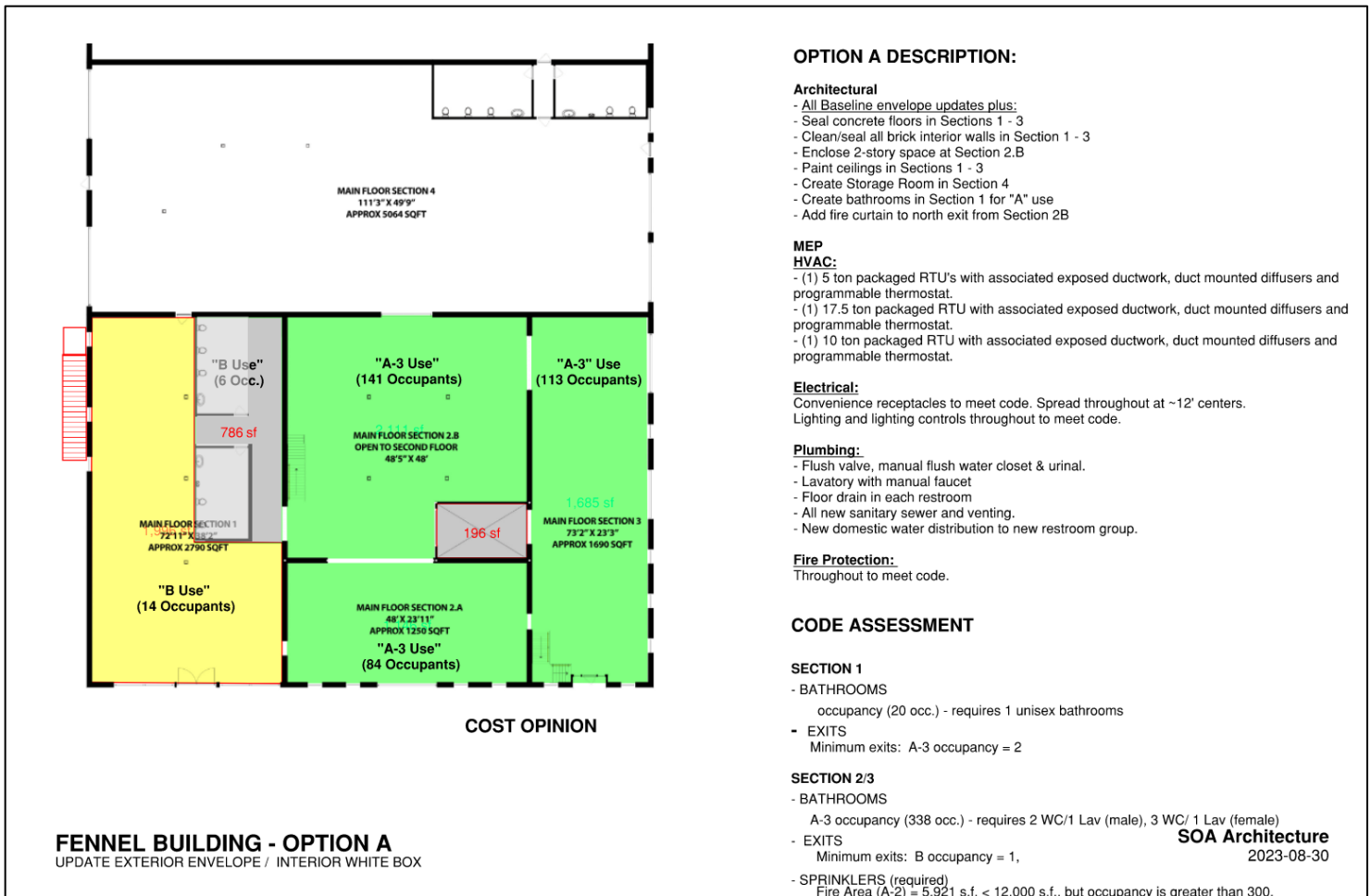
McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

Moberly Fennel Building Design

**I) PROJECT DESCRIPTION**

- A) The PROJECT includes design of renovations to the Fennel Building located in Downtown Moberly, MO.
- B) The PROJECT includes design as discussed in Option A shown below which includes complete renovation of sections 1, 2, and 3 which includes approximately 8,060 sf of the main level.
- C) To the extent possible, the PROJECT will be designed in a way that sections could be removed to fit the available budget.
- D) The PROJECT team includes McClure for project management and structural design, SOA for Architectural Services, and Timberlake Engineering for Mechanical, Electrical, and HVAC Design.
- E) The PROJECT is partially funded by an EDA Grant such that the design must meet their criteria and be code compliant.
- F) Project Area:

**II) BASIC SERVICES**

- A) Phase 400 – Preliminary Design
- 1) Task 401 – Preliminary Design and Plans
- (a) The CONSULTANT will perform preliminary design services with the primary focus on including all desired aspects of the building renovation for confirmation by the OWNER.

- (b) The CONSULTANT will review the preliminary plan with the OWNER to ensure all design aspects are incorporated and as expected.
- (c) The CONSULTANT will provide preliminary structural analysis and design based on the preliminary loads provided by the subconsultants.
- (d) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
- (e) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.

B) Phase 500 – Final Design

1) Task 501 – Final Design, Plans, and Project Manual

- (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
- (b) Special Provisions:
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment.
- (c) Project Manual:
 - (i) CONSULTANT shall prepare project manual documents that will include City of Moberly front end documents modified to support the project.
- (d) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
- (e) The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as two (2) hard copies.
- (f)

C) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination (Estimated 3 months).

- (a) Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide up to three (3) monthly progress reporting and project invoices to the OWNER.
 - (iii) The CONSULTANT will conduct internal design review meetings.
 - (iv) The CONSULTANT will develop and maintain PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
- (b) Project Coordination:
 - (i) Kick-off Meeting: The CONSULTANT will hold a kickoff meeting with the OWNER to discuss the project data collection and timeframe, areas of concern or of special consideration, background information, and timeline.
 - (ii) Design Progress Meetings: The CONSULTANT will hold a meeting with the OWNER upon submittal of the Preliminary Design to review OWNER comments and address questions.

D) Phase 950 – Subconsultants and Fees

1) Task 960 – MEP (Timberlake Engineering)

- (a) The CONSULTANT will retain the services of a subconsultant to provide Mechanical, Electrical, and Plumbing design services.
- (b) The subconsultant will provide:
 - (i) Heating, ventilating and air conditioning systems design drawings and specifications.
 - (ii) Power distribution systems design drawings and specifications.
 - (iii) Lighting design drawings and specifications.
 - (iv) Plumbing systems design drawings and specifications.
 - (v) Fire Alarm.
 - (vi) Opinion of Probable Cost (SD, DD, CD).
 - (vii) Attendance at project design meetings virtual and/or physical (5 meetings within 60 mile radius of our office).
 - (viii) Code analysis as it relates to M/E/P portion of the project.
 - (ix) Coordination of M/E/P design with architect, structural and civil design consultants.
 - (x) One set of construction document review drawings at 35, 65%, 90% completion.
 - (xi) One set of reproducible 100% construction drawings and specifications.
 - (xii) Response to code review comments.
- 2) Task 961 – Architectural Services (SOA)
 - (a) The CONSULTANT will retain the services of a subconsultant to provide Architectural Services.
 - (b) The subconsultant will provide:
 - (i) Existing Documentation
 - 1. Travel to Moberly to measure existing building.
 - 2. Create Revit Model for use by Design Team.
 - (ii) Construction Documentation (CD) – Based on “Option A” as detailed in the preliminary code assessment and Opinion of Probable Cost dated 2023/09/15, and attached hereto. The Scope of Work is for the entire building. SOA’s services include:
 - 1. Code assessment recap.
 - 2. Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - 3. Communications and coordination with Design Team.
 - (iii) Construction Document services as described above includes SOA’s participation in one (1) meeting with Tom Sanders to review both sets of documents.
 - (iv) Bidding Review –
 - 1. Review bid clarifications and communicate with contractors, update documents and provide addenda.
 - 2. Meet with Design Team and Owner to tabulate and assess submitted bids from contractors.

III) FEES:

The fees for Consulting Services shall be described below:

D) Basic Services:

1) Phase 100 – Preliminary Planning and Reports		
(a) Task 101 – Preliminary Planning and Reports (General)	\$	0.00
(b) Task 107 – Reports and Exhibits.....	\$	0.00
(c) Task 120 – Capital Improvement Plan	\$	0.00
(d) Task 160 – Annexation.....	\$	0.00
(e) Task 161 – Rezoning.....	\$	0.00
(f) Task 162 – Planned Development Zoning.....	\$	0.00
2) Phase 200 – Existing Conditions		
(a) Task 201 – Existing Conditions (General)	\$	0.00
(b) Task 202 – Data Gathering / Inventory	\$	0.00
(c) Task 204 – Sewer Televising	\$	0.00
(d) Task 205 – Geographic Information System (GIS)	\$	0.00
(e) Task 210 – Environmental Assessment.....	\$	0.00

(f)	Task 211 – Noise Analysis	\$	0.00
(g)	Task 212 – Wetland Delineation	\$	0.00
(h)	Task 213 – Biological Survey	\$	0.00
(i)	Task 214 – Cultural Resource Evaluation (Archaeological Study)	\$	0.00
(j)	Task 215 – Air Quality Analysis.....	\$	0.00
(k)	Task 216 – Airspace Obstruction Survey.....	\$	0.00
3)	Phase 300 – Funding		
(a)	Task 301 – Funding (General)	\$	0.00
(b)	Task 302 – Policy Development	\$	0.00
(c)	Task 303 – Funding Administration	\$	0.00
4)	Phase 400 – Preliminary Design		
(a)	Task 401 – Preliminary Design and Plans.....	\$	3,500.00
(b)	Task 412 – Traffic Study	\$	0.00
(c)	Task 413 – Preliminary Geotechnical Design	\$	0.00
(d)	Task 414 – Preliminary Stormwater Management Study	\$	0.00
(e)	Task 415 – Preliminary Sanitary Sewer Study.....	\$	0.00
(f)	Task 417 – Preliminary Site Lighting & Photometric Plan.....	\$	0.00
5)	Phase 500 – Final Design		
(a)	Task 501 – Final Design and Plans	\$	8,500.00
(b)	Task 504 – Application for Permits/Approvals	\$	0.00
(c)	Task 511 – Final Landscape Plan	\$	0.00
(d)	Task 512 – Traffic Signal Design	\$	0.00
(e)	Task 513 – Final Geotechnical Design	\$	0.00
(f)	Task 514 – Final Storm Study	\$	0.00
(g)	Task 515 – Final Sanitary Sewer Study.....	\$	0.00
(h)	Task 517 – Final Site Lighting Design	\$	0.00
6)	Phase 590 – Land Acquisition		
(a)	Task 591 – Land Acquisition (General)	\$	0.00
(b)	Task 592 – ROW Negotiations	\$	0.00
7)	Phase 600 – Construction Administration		
(a)	Task 601 – Construction Administration (General).....	\$	0.00
(b)	Task 602 – Advertising, Bidding, and Contract Award	\$	0.00
(c)	Task 604 – Record Drawings	\$	0.00
8)	Phase 650 – Onsite Project Representative		
(a)	Task 651 – RPR (General)	\$	0.00
(b)	Task 654 – Project Audit	\$	0.00
9)	Phase 700 – Survey Services		
(a)	Task 701 – Survey Services (General)	\$	0.00
(b)	Task 710 – Boundary Survey.....	\$	0.00
(c)	Task 720 – Acquisition Plats and Legal Descriptions	\$	0.00
(d)	Task 730 – Topographic Survey.....	\$	0.00
(e)	Task 735 – Preliminary Design Survey	\$	0.00
(f)	Task 740 – Subsurface Utility Investigation.....	\$	0.00
(g)	Task 760 – Construction Staking.....	\$	0.00
(h)	Task 770 – Restaking	\$	0.00
(i)	Task 780 – As-built Survey.....	\$	0.00
(j)	Task 790 – UAV Survey	\$	0.00
10)	Phase 800 – Project Closeout		
11)	Phase 850 – Project Management and Coordination		
(a)	Task 851 – Project Management (General).....	\$	8,500.00
(b)	Task 860 – General Meetings/Correspondence	\$	0.00
(c)	Task 861 – Public Information Meetings	\$	0.00
(d)	Task 862 – Client Meetings	\$	0.00
12)	Phase 900 – Additional Services	\$	0.00
13)	Phase 950 – Subconsultant and Reimbursable Fees		
(a)	Task 951 – Miscellaneous	\$	376.00

(b) Task 960 – MEP (Timberlake Engineering)	\$ 59,224.00
(c) Task 961 – Architectural Services (SOA)	\$ 55,900.00
(d) Task 962 – Land Acquisition (Subconsultant’s Name)	\$ 0.00
(e) Task 963 – Environmental Review (Subconsultant’s Name).....	\$ 0.00
(f) Task 964 – Cultural Resources Review (Subconsultant’s Name)	\$ 0.00
(g) Task 970 – Permit and Publication Fees.....	\$ 0.00

Lump Sum:\$ 136,000.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Neighborhood meetings, individual meetings, and other meetings not specifically outlined in this agreement
- Grant administration
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Environmental and/or Cultural Review and Assessment
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement
- Extensive Lighting Design Documentation. Photometric lighting level calculations for each room/space will not be provided. Photometric calculations for normal lighting conditions for a typical room or area type, i.e. a corridor of a certain width, may be furnished upon request. Coordination with the Architect is limited to two (2) reflected ceiling plan (RCP) revisions beyond the original RCP and two (2) coordination meetings. Lighting design will only include what is required by code for emergency egress illumination.
- Fire Alarm Construction Drawings (Only a performance specification and panel location will be provided).
- Fire Protection Construction Drawings (with all mains, branches and heads shown and sized on drawings).
- Full-time, on-site construction observation.
- Providing financial feasibility or other special studies.
- Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
- Providing formal life-cycle cost studies of mechanical and/or electrical systems.
- Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.

- Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
- Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
- Providing services or special consultants for other than the normal mechanical, electrical and plumbing engineering services for the Project.
- Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where CEI is not a named party to such a hearing or proceeding.
- Preparing detailed cost estimates or opinions of probable construction cost.
- LEED energy points - due to the complexity of energy models and how different systems react in an energy model and the varying interpretations by LEED reviewers, we cannot assure any certain number of points will be achieved through energy savings.
- Kitchen Design
- Bar design
- Building Commissioning
- Value Engineering or redesign services. We can provide an additional services proposal if requested.
- Scope Increase: Changes in terms of deliverables may result in changes to the schedule and Cost of Services.

EXHIBIT D

McCLURE ENGINEERING COMPANY
SUBCONSULTANTS CONTRACTS
Moberly Fennel Building Design



November 7, 2023

Aaron McVicker
Project Manager
McClure Engineering
107 Butler Street
Macon, MO 63552

RE: Moberly Fennel Building Renovation

AGREEMENT FOR ENGINEERING SERVICES

1. SCOPE OF WORK

Custom Engineering, Inc. will provide mechanical, electrical and plumbing drawings and specifications for the renovation of the Fennel Building in Moberly, MO. Project scope to include renovation of approximately 8,060 sf of the main level in the Fennel Building as outlined in Option A build out of section 1,2,3 attached to the end of this proposal. Scope to include New HVAC, Electrical, Plumbing and Fire Alarm systems.

2. STANDARD SERVICES

- A. The following shall be provided by Custom Engineering under the terms of this Agreement:
1. Heating, ventilating and air conditioning systems design drawings and specifications.
 2. Power distribution systems design drawings and specifications.
 3. Lighting design drawings and specifications.
 4. Plumbing systems design drawings and specifications.
 5. Fire Alarm.
 6. Opinion of Probable Cost (SD, DD, CD).
 7. Attendance at project design meetings virtual and/or physical (5 meetings within 60 mile radius of our office).
 8. Code analysis as it relates to M/E/P portion of the project.
 9. Coordination of M/E/P design with architect, structural and civil design consultants.
 10. One set of construction document review drawings at 35, 65%, 90% completion.
 11. One set of reproducible 100% construction drawings and specifications.
 12. Response to code review comments.
- B. The Client shall provide the following if applicable under the terms of this Agreement:
1. Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in RVT., .DWG or .DXF format.
 2. Copy of site survey indicating utility line locations, sizes and capacities.
 3. Copies of architectural elevations, sections, details, etc. sufficient to show ceiling, wall and floor construction types, fire ratings, and clear spaces available.
 4. Cut sheets indicating electrical, plumbing and environmental requirements and rough-in locations for all equipment provided by others. This includes cut sheets and/or conduit routing plans for all audio-visual, security, telephone, data and kitchen equipment provided by others which have connections or conduit to be shown on plans drawn by CEI.

3. **CONSTRUCTION PHASE SERVICES**

- A. Construction Administration consisting of:
1. Response to questions during bidding by issuing addendums.
 2. Review of construction submittals, including shop drawings, test and balance reports, and O & M manuals.
 3. Response to contractor questions during course of construction via phone or email.

4. **EXCLUDED SERVICES**

- A. The following shall not be provided by CEI under the terms of this Agreement:
1. Storm drainage system design external to the building(s).
 2. Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
 3. Construction coordination meetings or visits to the job site during construction.
 4. Detailed life-cycle costs and/or energy-use studies.
 5. Design of telephone, data, audio/visual, network and security systems. CEI will only provide conduit (pathway and locations) and boxes to support these systems.
 6. Special studies, reports or others items requested by lenders or governmental agencies are not provided.
 7. Overcurrent Protective Device Coordination Calculations and Study Reports.
 8. Arc Flash Calculations and Study Reports.
 9. See "Excluded Services" under Terms and Conditions for additional items not included.

5. **REIMBURSABLE EXPENSE**

- A. For reimbursable expenses, including out-of-town travel and living expenses, drawing reproductions, computer hardware and software utilization, long distance phone charges, film and photographic processing costs, postage and express mailing, courier service or handling charges, and other directly attributable to the project, the fixed multiple of **1.1** times the actual cost to us, will be charged (**included in fee**).

Plots 11 x 17	\$4/sheet
Plots 24 x 36	\$8/sheet
Copies	\$0.35/copy
Digital Color Prints	\$1.20/ 8.5 x 11
Computer CD	\$25
Mileage	\$0.65/mile

6. **COMPENSATION FOR PROFESSIONAL SERVICES**

- A. CEI, Inc. will provide professional services for this project in accordance with the Scope of Work, Basic Services and Terms and Conditions of Agreement listed herein for a lump sum fee of **\$59,224**. All payments shall be received by CEI no later than thirty (30) calendar days after invoice date.

Per-Trip site visit fee for change in project scope: **\$1,000**

- B. Payments for Basic and Additional Services shall not exceed the following percentages of the total Fee for Basic and Additional Services at the completion of each Phase of the Architect/Engineer's Work:

Schematic design documents 15%

Design development documents	35%
Construction documents	35 %
Bidding and negotiation assistance	5 %
Construction Phase	10 %
Submittal Review (shop drawings, catalogues, samples, etc.)	
Answer contractor questions via phone/email.	
Intermediate and final construction evaluation trips.	
TOTAL	100%

- C. **Additional Services:** Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the following hourly rates:

Principal	\$236.00
Project Manager	\$231.00
Sr Elect	\$205.00
Elect III	\$166.00
Elect II	\$155.00
Elect I	\$150.00
Sr. Mech	\$205.00
Mech III	\$166.00
Mech II	\$155.00
Mech I	\$150.00
Cadd/BIM	\$139.00
Proj Assist	\$105.00
Commissioning Technician (CxT)	\$160.00
Commissioning Agent (CxA)	\$215.00

7. **TERMS AND CONDITIONS**

This Agreement for professional services has been entered into by the Client, and CEI, Inc. The name CEI shall pertain to all employees, officers, directors, and all divisions of CEI, Inc.

- A. **Performance of Services:** CEI shall perform the basic services as outlined above, and any additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in "Compensation" above.
- B. **Excluded Services:** Other services available from CEI and applicable to the project have been made known and explained to the Client. Where CEI has deemed a service needed or advisable, CEI has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested from a source other than CEI. These excluded services include:

1. Civil Engineering.
2. Extensive Lighting Design Documentation. Photometric lighting level calculations for each room/space will not be provided. Photometric calculations for normal lighting conditions for a typical room or area type, i.e. a corridor of a certain width, may be furnished upon request. Coordination with the Architect is limited to two (2) reflected ceiling plan (RCP) revisions beyond the original RCP and two (2) coordination meetings. Lighting design will only include what is required by code for emergency egress illumination.
3. Fire Alarm Construction Drawings (Only a performance specification and panel location will be provided).

4. Structural Engineering.
 5. Fire Protection Construction Drawings (with all mains, branches and heads shown and sized on drawings).
 6. Full-time, on-site construction observation.
 7. Providing financial feasibility or other special studies.
 8. Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
 9. Providing formal life-cycle cost studies of mechanical and/or electrical systems.
 10. Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
 11. Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
 12. Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
 13. Providing services or special consultants for other than the normal mechanical, electrical and plumbing engineering services for the Project.
 14. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where CEI is not a named party to such a hearing or proceeding.
 15. Preparing detailed cost estimates or opinions of probable construction cost.
 16. LEED energy points - due to the complexity of energy models and how different systems react in an energy model and the varying interpretations by LEED reviewers, we cannot assure any certain number of points will be achieved through energy savings.
 17. Kitchen Design
 18. Bar design
 19. Building Commissioning
 20. Value Engineering or redesign services. We can provide an additional services proposal if requested.
- C. **Betterment:** If, due to the Engineer's error, any required item or component of the project is omitted from the Construction Documents produced by CEI, CEI's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will CEI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- D. **Indemnification:** Indemnification: The Consultant agrees, to the fullest extent permitted by laws, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold CEI harmless from any claim, liability or cost, including reasonable attorney's fees and cost of defense, for injury or loss arising or allegedly arising from CEI's failure to perform a service listed above and excluded at the Client's direction.
- E. **Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and CEI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CEI and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this agreement from any cause or causes, so that the total aggregate liability of CEI and their subconsultants to all those named shall not exceed CEI's total fee for services rendered on this project. Such claims and clauses include, but are not limited to design professional's negligence, errors, omissions, strict liability, or breach of contract.
- F. **Insurance:** During the period this contract is in force, Custom Engineering shall carry Workmen's Compensation Insurance, Public Liability Insurance, and Professional Liability Insurance in the amounts of \$500,000/\$1,000,000/\$1,000,000 respectively.

- G. **Jobsite Safety:** Neither the professional activities of CEI, nor the presence of his or her employees and subconsultants at a construction site, shall relieve the Contractors and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the Work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies. CEI and their personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health/safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, CEI and CEI's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
- H. **Hazardous Materials:** Both parties acknowledge that CEI's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event CEI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CEI's services, CEI may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.
- I. **Information Provided by Others:** CEI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to CEI such information as is available to the Client and the Client's consultants and contractors, and CEI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for CEI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to indemnify and hold CEI and CEI's subconsultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to CEI.
- J. **Opinions of Probable Costs:** In providing opinions of probable cost, the Client understands that CEI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of CEI's qualifications and experience. CEI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.
- K. **Value Engineering:** If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by CEI, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of CEI's services. All recommendations of the VE shall be given to CEI for their review, and adequate time will be provided for CEI to respond to these recommendations. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations off the VE and to incorporate those accepted by both the Client and CEI. If CEI objects to any recommendations made by the VE, CEI shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which CEI has objected in writing, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost which arise in connection with or as a result of the incorporation of such design changes insisted upon by the Client.

- L. **Unauthorized Changes:** In the event that the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved in writing by CEI, the Client recognizes that such changes and the results thereof are not the responsibility of CEI. Therefore, the Client agrees to release CEI from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of CEI.
- M. **Design without Construction Phase Services:** It is understood and agreed that CEI's Standard Basic Service under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against CEI that may be in any way connected thereto. The Client agrees to indemnify and hold CEI harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of CEI.
- N. **Changed Conditions:** The Client shall rely on CEI's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CEI. Should CEI call for contract negotiations, CEI shall identify the changed conditions necessitating renegotiation, and CEI and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- O. **Defects in Service:** The Client shall promptly report to CEI any defects or suspected defects in CEI's work or services of which the Client becomes aware, so that CEI may take measure to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to promptly notify CEI, shall relieve CEI of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- P. **Dispute Resolution:** Any claims or disputes between the Client and CEI arising out of the services to be provided by CEI or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. The Client and CEI agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- Q. **Ownership of Documents:** All documents, including all documents on electronic media, prepared by CEI under this Agreement are instruments of CEI's professional service and shall remain the property of CEI and may not be used by the Client for any other purpose without the written prior consent of CEI.
- Q. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay CEI for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as a result of termination.
- R. The Client confirms that neither the Consultant nor any of Consultant's subconsultants or subcontractors owes a fiduciary responsibility to the Client or owner. The Client shall, as a material element of the consideration the Consultant requires for performance of the services enumerated herein, require Owner to formally recognize this provision in Client's agreement.
- S. **REUSE OF DOCUMENTS:** All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Engineer, Owner or others on modifications or extensions of the Project or on any other project without compensation. Any use except for the specific purpose intended

by this Agreement will be at the user's sole risk and without liability or legal exposure to Consultant.

8. TERMS AND CONDITIONS FOR ALL THE COLLECTION OF PROFESSIONAL SERVICE FEES

- A. **Interest:** If payment is not received by CEI within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- B. **Collection Costs:** In the event legal action is necessary to enforce the payment provisions of this Agreement, CEI shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by CEI in connection therewith and, in addition, the reasonable value of CEI's time and expenses spent in connection with such collection action, computed at CEI's prevailing fee schedule and expense policies.
- C. **Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, CEI may suspend performance of services upon five (5) calendar days' notice to the Client. CEI shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.
- D. **Set-Offs, Back-Charges, Discounts:** Payment of Invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
- E. **CEI shall have ability to claim energy tax credits(EPACT) for those portions of the scope for which it is responsible for, i.e, HVAC and lighting.**

9. EXTENT OF AGREEMENT

This proposal represents the entire agreement between the Client and CEI, Inc. and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and CEI, Inc. Please review this proposal, sign and return one copy to CEI, Inc. We look forward to working with you on this project. If CEI's involvement in the design of the project has not started within 6 months of the date of this agreement, CEI reserves the right to modify the fee. Agreement shall be signed by client within 60 days of writing.

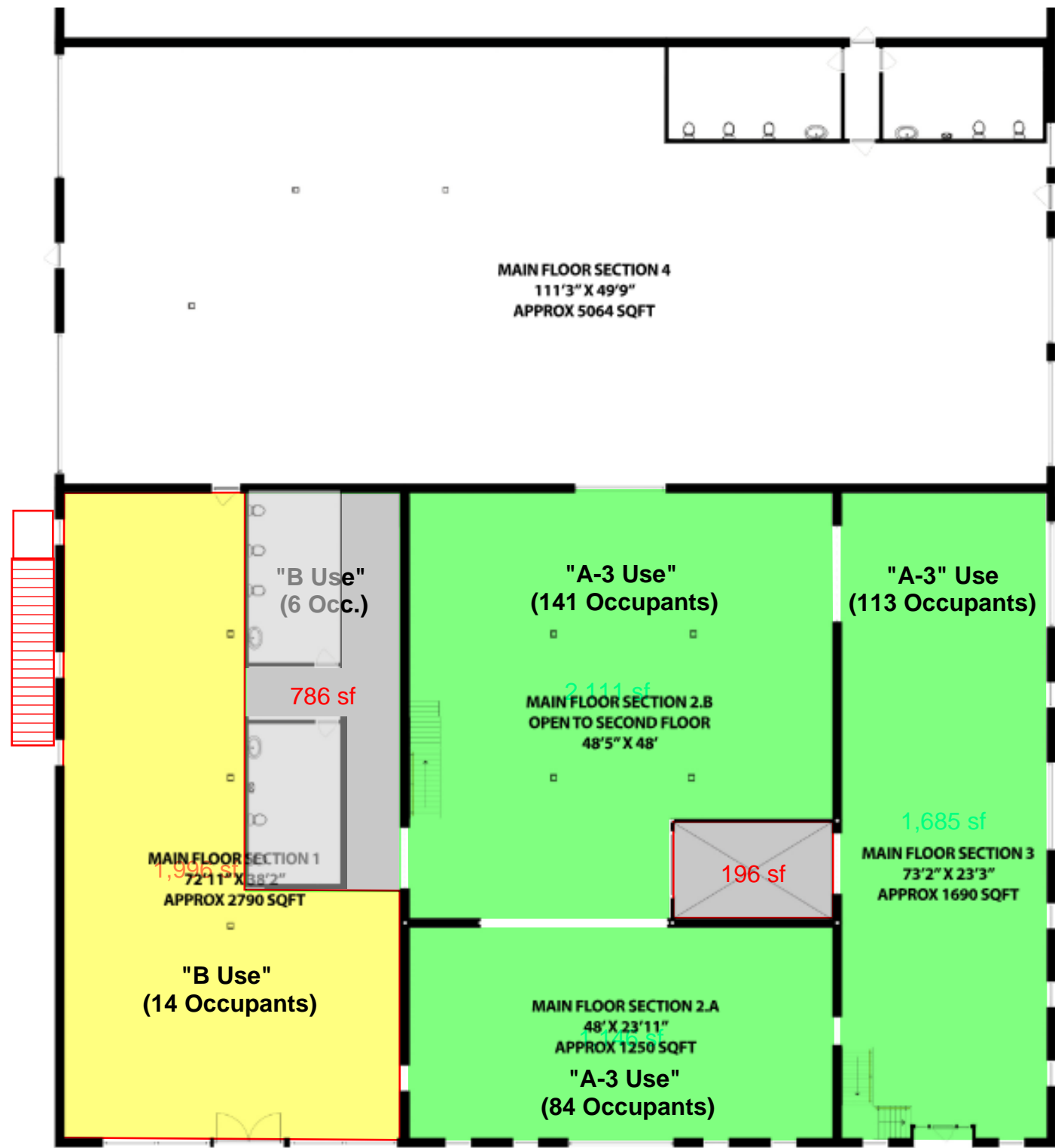
Joseph T. Davis, P.E.
Chief Executive Officer
Custom Engineering, Inc.

Date

I have read the above agreement and accept the terms and conditions stated herein:

For
Aaron McVicker
Project Manager

Date



COST OPINION

FENNEL BUILDING - OPTION A
UPDATE EXTERIOR ENVELOPE / INTERIOR WHITE BOX

OPTION A DESCRIPTION:

Architectural

- All Baseline envelope updates plus:
- Seal concrete floors in Sections 1 - 3
- Clean/seal all brick interior walls in Section 1 - 3
- Enclose 2-story space at Section 2.B
- Paint ceilings in Sections 1 - 3
- Create Storage Room in Section 4
- Create bathrooms in Section 1 for "A" use
- Add fire curtain to north exit from Section 2B

MEP

HVAC:

- (1) 5 ton packaged RTU's with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 17.5 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 10 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.

Electrical:

Convenience receptacles to meet code. Spread throughout at ~12' centers.
Lighting and lighting controls throughout to meet code.

Plumbing:

- Flush valve, manual flush water closet & urinal.
- Lavatory with manual faucet
- Floor drain in each restroom
- All new sanitary sewer and venting.
- New domestic water distribution to new restroom group.

Fire Protection:

Throughout to meet code.

CODE ASSESSMENT

SECTION 1

- BATHROOMS
 - occupancy (20 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

SECTION 2/3

- BATHROOMS
 - A-3 occupancy (338 occ.) - requires 2 WC/1 Lav (male), 3 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,

- SPRINKLERS (required)
 - Fire Area (A-2) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.

November 9, 2023

Mr. Aaron McVicker
 McClure Engineering
amcvicker@mcclurevision.com

**RE: Fennel Building
 Construction Documents, Proposal for Professional Services
 SOA# 23037**

Dear Aaron:

Based on the Pre-Design work completed, and the Scope of Work identified by the City of Moberly, SOA proposes to provide professional architectural design services for Construction Documents and Bidding with McClure Engineering serving as the prime contract holder and project manager for the project.

Scope of Services:

SOA intends to provide the following architectural services:

- Existing Documentation
 - Travel to Moberly to measure existing building.
 - Create Revit Model for use by Design Team.
- Construction Documentation (CD) – Based on “Option A” as detailed in the preliminary code assessment and Opinion of Probable Cost dated 2023/09/15, and attached hereto. The Scope of Work is for the entire building. SOA’s services include:
 - Code assessment recap.
 - Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - Communications and coordination with Design Team.
- Construction Documentation – Based on “Option VE” as detailed in the preliminary Opinion of Probable Cost dated 2023/09/15. The Scope of Work includes enclosing Section 2B two-story space with second floor framing, White box build-out of Section 2B, bathrooms located in Section 1 sufficient for A3 occupancy. SOA’s services include:
 - Code assessment recap.
 - Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - Communications and coordination with Design Team.
- Construction Document services as described above includes SOA’s participation in one (1) meeting with Tom Sanders to review both sets of documents.
- Bidding Review –
 - Review bid clarifications and communicate with contractors, update documents and provide addendas.
 - Meet with Design Team and Owner to tabulate and assess submitted bids from contractors.



Architecture

Interior Design

Planning

Sustainability

Columbia

2801 Woodard Drive
 Columbia, MO 65202
 573.443.1407

Cost of Services:

SOA will provide these professional services for a fixed fee:

- Existing Conditions Documentation - \$8,200
- Option A - \$44,800
- Option VE - \$ 22,200
- Bidding Review - \$2,900

Project Schedule:

SOA offers the following schedule:

Week of January 8th, 2024 – Begin site measurement and documentation. Creation of Revit model for Design Team.

Week of January 22nd – Start Construction Documents (CD) for design of Option A and Option VE. Provide graphic illustrations with code and cost information of each option to McClure's for use in a final report to the City of Moberly.

Week of March 18th – Provide completed CD sets to McClure for master document.

Assumptions & Clarifications:

SOA assumes the following:

- **Engineering consultants:** This proposal excludes all engineering services. It is assumed that McClure Engineering will provide structural and civil engineering. It is further assumed that Timberlake Engineering will provide mechanical/electrical/plumbing engineering under direct separate contract with McClure Engineering.
- Permitting and Construction Phase Services are excluded from this proposal and agreement. The terms to provide these services will be negotiated when the city of Moberly determines which Option, A or VE, will be constructed.
- **Scope Increase:** Changes in terms of deliverables may result in changes to the schedule and Cost of Services.
- **Additional Services:** Services not included in this proposal can be performed upon written approval of compensation and schedule adjustments. Additional Services may include further options to the Scope of Work, renderings, or documentation for funding submissions by the City of Moberly. Prior to beginning any work associated with an Additional Service, SOA will submit a proposal for McClure's acceptance.
- **Reimbursable expenses** are in addition to the Cost of Services listed above and will be billed per the attached Reimbursable Expenses Schedule - 2023.
- **Invoices/Payments:** Invoices will be issued the first week of each month for work completed the month prior. SOA's Hourly Rate Schedule – 2023 is attached. Payments are due and payable twenty-one (21) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% monthly.
- **Meetings:** SOA includes one in-person meeting and one virtual meeting with the city of Moberly to execute the process as described above. If McClure requires additional meetings or presentations, those can be conducted as an Additional Service, the terms of which will be negotiated when the need arises.



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573.443.1407

- **Proposal Expiration:** The terms of this proposal are valid for 28 days from the date of this letter. If an agreement is not executed within that time, adjustments may be made to the cost and schedule of proposed services.
- The attached Terms and Conditions dated November 9, 2023 are part of this agreement.

Consider this proposal a working document and that adjustments may need to be made to better align with your schedule and expectations. We welcome and encourage clarification of any questions or concerns you may have.

Cordially,



Robbie Price AIA, LEED AP BD+C
Architect/Associate

McClure Engineering Approval

Date

Name & Title

- Encl: SOA Hourly Rates Schedule – 2023, Reimbursable Expenses
- SOA’s Terms and Conditions
- Design Options A and VE dated 2023-09-15



Architecture

Interior Design

Planning

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Columbia, MO 65202
573.443.1407

Terms & Conditions – Professional Services Agreement

SOA#23037 Fennel Building

Attachment to Proposal Letter dated November 9, 2023.

The following contract terms and conditions are supplemental to the letter agreement between **Consultant**, Simon Oswald Associates (DBA SOA), and **Client**, **McClure Engineering Co.**

Scope of Service: The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth in the letter agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be identified in a supplemental agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Cost Opinions: The Client and Consultant agree an Opinion of Cost is general in nature and for a single moment in time. It is not a precise or exhaustive calculation of all cost components of site, building, building systems or design and construction services associated with this project. The Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made based on the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable cost.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and

subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants anyone for whom the Client is legally liable.

#8.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed **\$10,000.00**. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

ACCEPTED: _____ (Init.)
McClure Engineering Co.

HOURLY RATES SCHEDULE – 2023

Effective January 1, 2023, through December 31, 2023

Senior Principal	\$200 per hour
Principal/Project Manager	\$190 per hour
Project Manager II	\$165 per hour
Project Manager I	\$150 per hour
Project Architect	\$150 per hour
Architect II	\$125 per hour
Architect I	\$120 per hour
Project Interior Designer	\$120 per hour
Design Professional III	\$120 per hour
Design Professional II	\$110 per hour
Design Professional I	\$100 per hour
Business Manager	\$125 per hour
Administrative Support	\$ 80 per hour
Undergraduate Student	\$ 55 per hour

REIMBURSABLE EXPENSES SCHEDULE - 2023

Effective January 1, 2023, through December 31, 2023

Travel	Current IRS mileage rate x 1.1 Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
International Long Distance Telephone	1.1 x direct cost
In-House Printing – Black & White	8 ½ x 11 = .15/sheet
In-House Printing – Color	8 ½ x 11 = .50/sheet
In-House Printing – Black & White – Large format	\$0.35/square foot
In-House Printing – Color – Large format	\$0.50/square foot
Outside Reproduction of Drawings, Specifications and Other Documents	1.1 x direct cost
Other Direct Items	1.1 x direct cost



Architecture

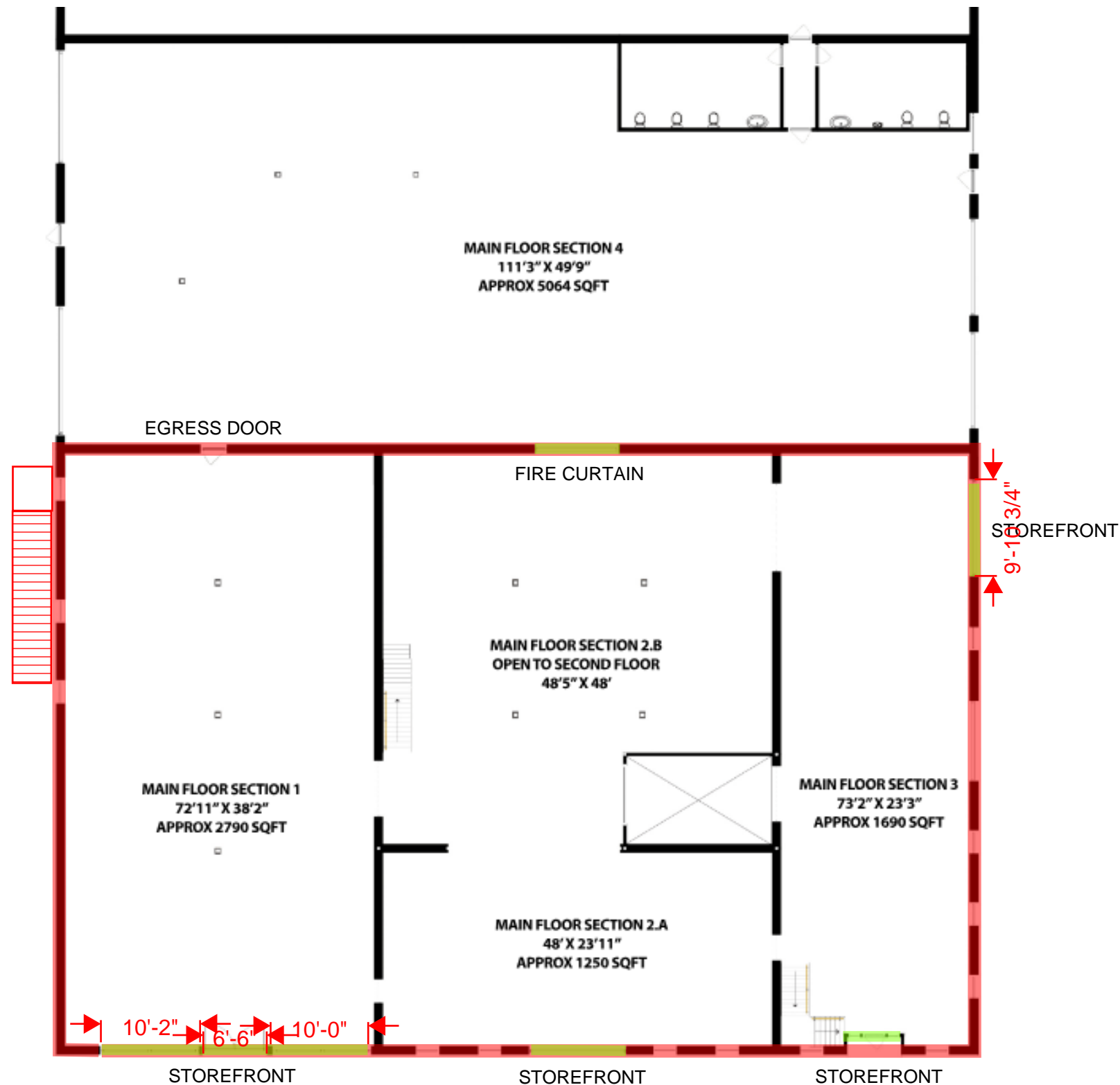
Interior Design

Planning

Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.443.1407

www.soa-inc.com



BASELINE OPTION DESCRIPTION:

Architectural

- Remove interior stairs
- Insulate exterior walls to code
- Insulate roof to code
- Add insulated storefront/entry to Sections 1, 3
- Restore entry cornice to Section 1
- Repair/replace damaged sills in Sections 1 - 3
- Complete 2nd floor infill in Section 3
- Enclose elevator shaft
- Egress stair from 2nd floor Section 1

MEP

HVAC:

(2) 5 ton packaged RTU's with associated exposed ductwork, duct mounted diffusers and programmable thermostat. (1) 3 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.

Electrical:

Convenience receptacles to meet code. Spread throughout at ~12' centers. Lighting and lighting controls throughout to meet code.

Plumbing:

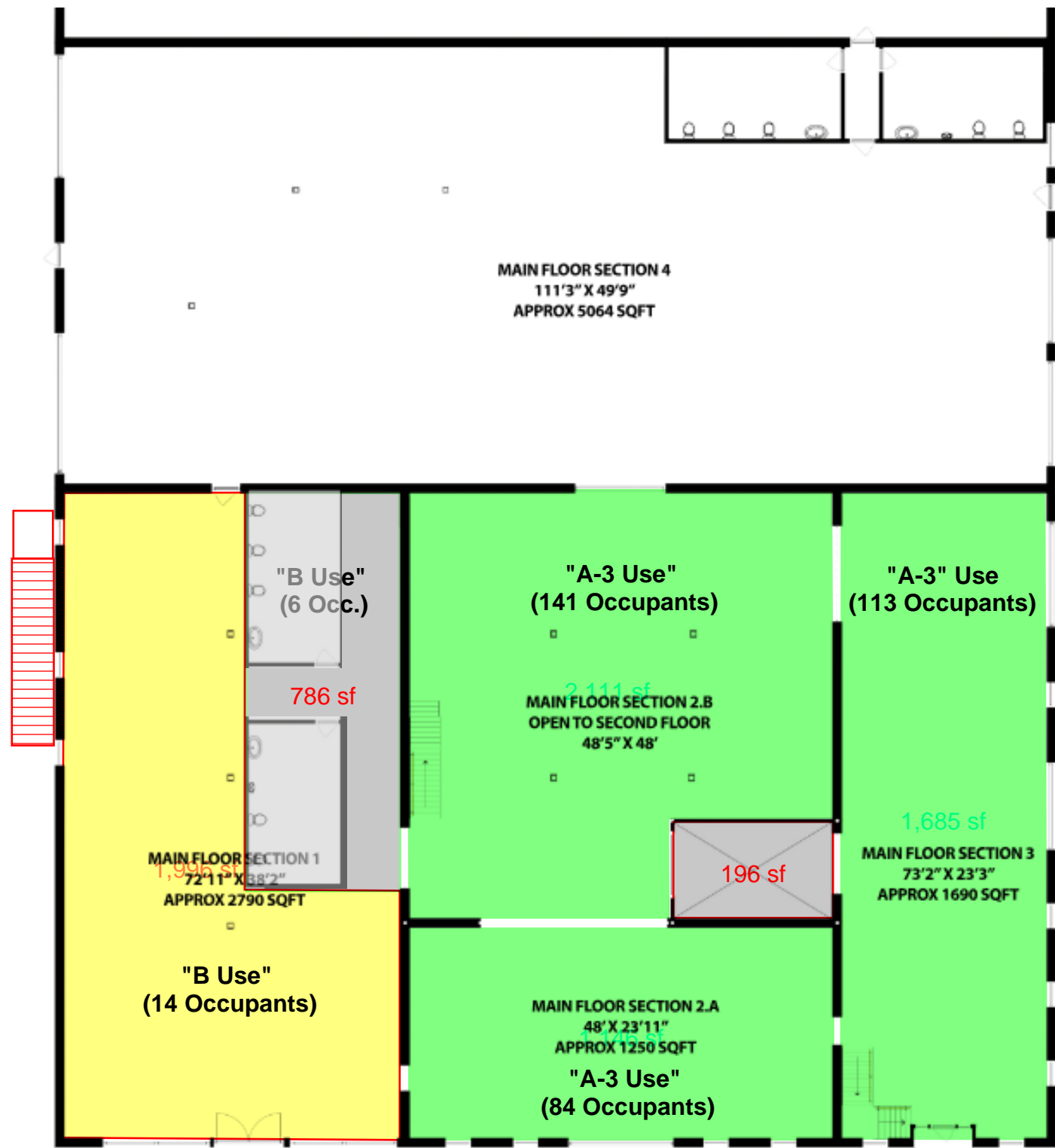
Backflow preventer at service entrance.

Fire Protection

Service line stub up.

CODE ASSESSMENT

- Not required based on scope



OPTION A DESCRIPTION:

Architectural

- All Baseline envelope updates plus:
- Seal concrete floors in Sections 1 - 3
- Clean/seal all brick interior walls in Section 1 - 3
- Enclose 2-story space at Section 2.B
- Paint ceilings in Sections 1 - 3
- Create bathrooms in Section 1 for "A" use
- Add fire curtain to north exit from Section 2B

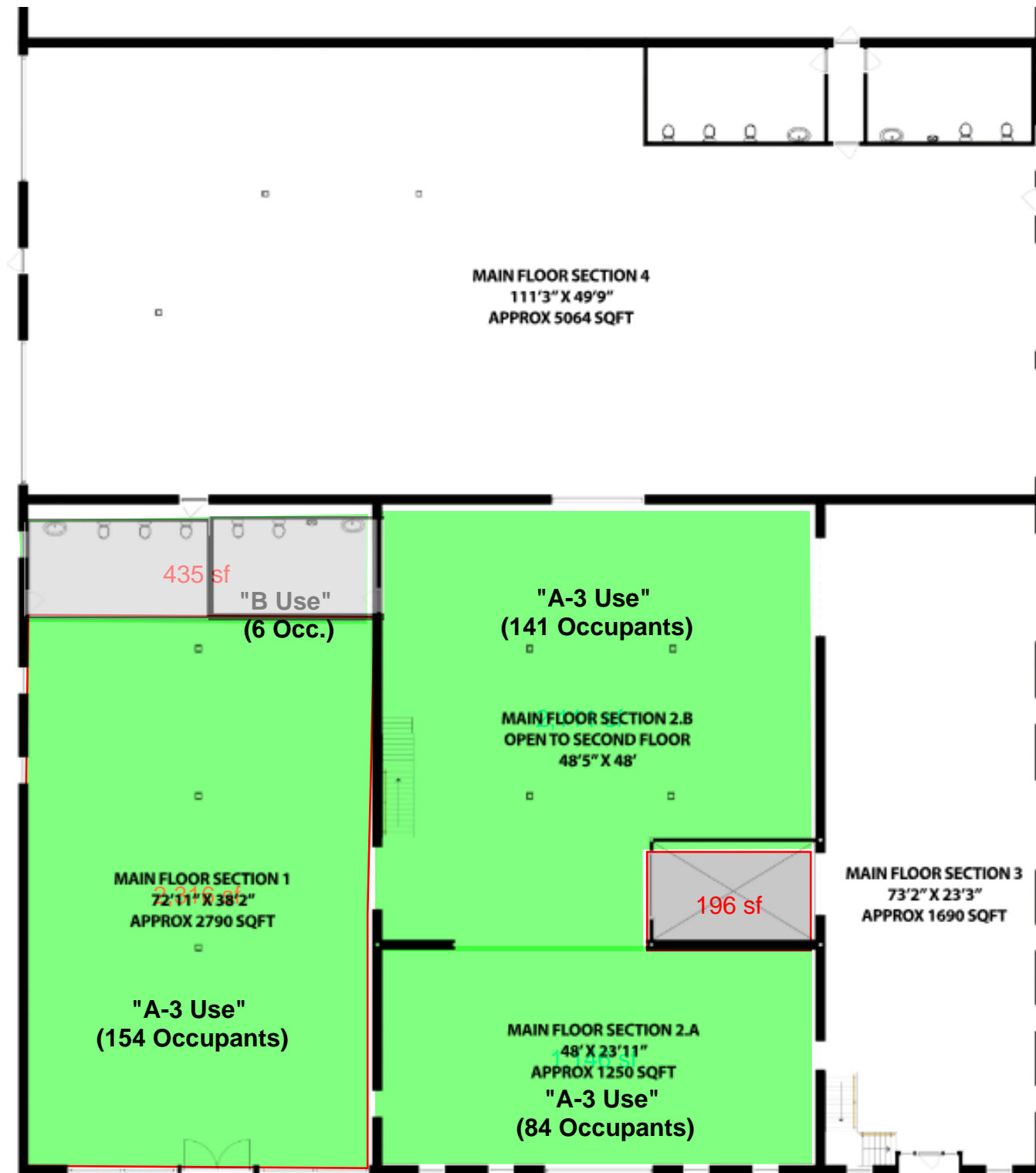
CODE ASSESSMENT

Section 1:

- BATHROOMS
 - occupancy (20 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

Section 2/3:

- BATHROOMS
 - A-3 occupancy (338 occ.) - requires 3 WC/1 Lav (male), 3 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 - Fire Area (A-3) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.



OPTION VE DESCRIPTION

Architectural

- Renovate Section 1 and Section 2A/2B, ONLY first floor. Second floor will be unconditioned.
 - a. Total assembly space will be 6,300 s.f.
 - b. Total occupancy will be approximately 380.
 - c. Bathrooms will be located at the back of Section 1. Need 3 W/C, 2 Lavs for each sex.
- Enclose Section 2B 2-story space with floor joists/floor sheathing.
- Spray foam insulation in first floor exterior walls/partition between Section 2 and Section 3 – R13.
- Spray foam insulation between second floor joists – R19.
- Omit from Scope of Work
 - a. Exterior metal stairs
 - b. Storefront in Section 3
 - c. Cleaning brick interior walls
- Install roof-mounted mechanical systems and route insulated ducts to first floor.

CODE ASSESSMENT

Section 1:

- BATHROOMS
 - occupancy (22 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

Section 2/3:

- BATHROOMS
 - A-3 occupancy (253 occ.) - requires 2 WC/1 Lav (male), 2 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 - Fire Area (A-2) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.

McCLURE ENGINEERING COMPANY
OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
Department: Comm. Dev.
Date: January 16, 2024

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Weideman Dozing For Emergency Demolition Of A Dangerous Structure At 515 S. 5th Street.

Summary: The City of Moberly has been monitoring the property at 515 S 5th St. Over the past 6 months, significant deterioration has occurred on the south side where a portion of the home has fallen away and compromised the remainder of the structure. Subject to weather and structural connections being weakened, The Office of Building Inspections is seeking permission to award a contract for demolition to Weideman Dozing LLC for the amount of \$6,500.00. Attached are bids taken from Holman Construction and Weideman Dozing for the Emergency Demolition to the property at 515 S 5th St. Notices have been posted on the property and due to a lack of mail delivery, notices have also been posted in the newspaper per Abatement of Dangerous Building requirements. Asbestos will be tested and the contractor indicated that after review of the property he felt he could abate any necessary asbestos if tested hot. We received 2 bids for the demolition of 515 S 5th Street. Wiedeman Dozing for \$6,500.00 and JT Holman Construction, LLC for \$8,000.00. Staff recommends accepting the lowest bid.

Recommended

Action: Approve this resolution

Fund Name: Structure Demolition & Debris Removal

Account Number: 100.005.5418

Available Budget \$: 175,000.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH WEIDEMAN DOZING FOR EMERGENCY DEMOLITION OF A DANGEROUS STRUCTURE AT 515 S. 5TH STREET.

WHEREAS, City staff have determined that the structure located at 515 S. 5th Street is a dangerous building and in immediate danger of collapse; and

WHEREAS, City Code Section 26-20 provides for emergency measures to demolish dangerous buildings provided notice is given to the owner; and

WHEREAS, City staff have posted Notice of the dangerous building at the building and mailed Notice and have published Notice but have not been able to locate the owner of the structure; and

WHEREAS, City staff has received two bids for the demolition and the bid of Weideman Dozing in the amount of \$6,500.00 is the lowest responsible bid; and

WHEREAS, City staff request approval of the Weideman Dozing bid and authority to proceed with the emergency demolition of the structure at 515 S. 5th Street.

NOW, THEREFORE, the Moberly, Missouri, City Council accepts the bid of Weideman Dozing and authorizes the demolition of the structure at 515 S. 5th Street and further authorizes the City Manager to take such action necessary to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

ESTIMATE

#9.

Wiedeman Dozing LLC
PO Box 134
Leonard, MO 63451

wiedemandozing@yahoo.com
+1 (660) 651-5074



City of Moberly, Missouri

Bill to
City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

Ship to
City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

Estimate details
Estimate no.: 1026
Estimate date: 12/08/2023

#	Product or service	Qty	Rate	Amount
1.	Demolition, lot cleaned, graded, seeded & mulched. Demolition of the house, lot clean up, grading, seeding, and mulching of the lot located at, 515 S 5th St Landfill covered by the city.		\$6,500.00	\$6,500.00
Total				\$6,500.00

JT Holman Construction, LLC

PO Box 591
Macon, MO 63552

#9.

Quote

Date	Quote #
11/29/2023	2464

Name / Address
City of Moberly 101 West Reed Street Moberly, MO 65270

Rep	Project

Description	Qty	Total
515 S 5th St Moberly, MO Demo only & fill in basement City pays landfill fees		8,000.00
Fully licensed & insured. We appreciate your consideration.		Total \$8,000.00

City of Moberly

City Council Agenda Summary

Agenda Number: #10.
Department: Parks and Recreation
Date: January 16, 2024

Agenda Item: A Resolution Accepting The Bid Of And Authorizing Contracting With Rhad A. Baker Construction, LLC For Phase One Of The Kiwanis Park Project.

Summary: Bids were received for the first phase of the Kiwanis Park LWCF grant project. The first phase includes the driveway, parking lot, sidewalk, pavilion, and restroom.

The attached tabulation shows the five bids received. After considering the challenges the City of Moberly has had with the low bidder historically (a pattern of significant delays and substandard work which would undermine the grant project), consulting with other contractors and communities who have experienced the same challenges, and consulting with the Bartlett & West and DNR, we are recommending the second low bid by Rhad A Baker.

The second low bid is still significantly below what we anticipated the cost of this phase to be so we are on solid footing as it relates to the grant and project budget.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Capital Improvements

Account Number: 114.000.5406

Available Budget \$: \$641,024.03

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 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___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH RHAD A. BAKER CONSTRUCTION, LLC FOR PHASE ONE OF THE KIWANIS PARK PROJECT.

WHEREAS, the Parks and Recreation Department solicited bids from qualified contractors for Phase One of the Kiwanis Park LWCF grant project to include construction of the driveway, parking lot, sidewalk, pavilion, and restroom; and

WHEREAS, five responses were received, and staff is recommending acceptance of the second low bid as the lowest responsible bid from Rhad A. Baker Construction, LLC (“Baker”) in the amount of Five Hundred and Eighty-Five thousand three hundred dollars (\$585,300); and

WHEREAS, after reviewing the first low bidders performance history, the City, the City’s Engineering Consultant and the State all agreed to accept the second low bid; and

WHEREAS, City Staff recommends acceptance of the bid and contracting for the service.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Baker and authorizes the City Manager to contract for construction of Phase One of the Kiwanis Park and to take such other and further actions necessary to carry out the intent of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk

Company	Base Bid	Alternate
Holman Construction	799,500	29,950
S&A Equipment & Builders	492,829.32	30,872
Rhad A. Baker	585,300	22,000
Diamond Contractors	849,552	27,798
GBH Builders	693,700	19,200
Note: Alternate is for a concrete ribbon around the asphalt parking lot.		



12/19/2023

Grants Management Section
Missouri State Parks
P.O. Box 176
Jefferson City, MO 65102-0176

We recently bid the Moberly Kiwanis Park Development project and received five bids. All were at or below what we expected. The low bid (S&A) is significantly lower than expectation for the significant scope of the project as well as the various requirements including BABA.

The City of Moberly has also has had a negative experience with their ability to meet project timelines and provide quality work over multiple projects and years. Over that period, they have gone by multiple company names. Some projects have resulted in substandard work, work being removed and replaced, and significant delays. Attached is a letter from Tom Sanders, Moberly Public Works and Community Development Director, briefly highlighting a few of those projects and issues noted.

I also contacted other communities regarding S&A:

Boonville Kemper Library Improvements

S&A was disqualified from this project due to the references checks conducted. While some were favorable, numerous indicating a history of both delays and substandard work. It was stated that Dixie Construction used them as a subcontractor and had challenges. There were challenges with a roundabout project in another community, believed to be Ashland, that has to be confirmed. They worked in Stover on a wastewater project with MECO engineering which had significant delays and performance issues including at least 103 punch list items. My reference source: Scott Vogler with MECO Engineering.

Fulton Parking Lot Project

Little Dixie Construction used S&A as a subcontractor on a parking lot in Fulton. There were significant delays on the project. The project was done so poorly it had to be entirely ripped out and redone. They used S&A only once and refuse to use them ever again due to the severity of the failure of performance from quality to timeline. Source: John States with Little Dixie Construction.



Garth Street Improvements

I have been attempting to reach Michelle Sorenson with the City of Columbia regarding this project. I am told there were significant issues with S&A on this project from the same source as the other projects. I was able to receive 1st hand confirmation of the information received from the 2nd hand source on the other projects so the 2nd hand information has been accurate and comes from a contractor with knowledge of the projects. However, I am waiting to confirm the issues with this particular project with the 1st hand source. If and when I reach Michelle, I will update this letter. You are also welcome to contact her at 573-874-6317.

We cannot in good conscious recommend the low bidder given this work history with the City of Moberly and in other communities. It represents a consistent pattern of unacceptable, significant delays and critically substandard work that leads to a poor project and/or additional delays due to removal of substandard work and hiring a new contractor to replace the substandard work. Accepting the low bidder given this consistent pattern would be to knowingly jeopardize this project both in terms of timeline and project quality. We ask that you review the notations and any additional sources you may have and make the same determination to ensure the success of this notable project.

Conclusion

In short, we find cause for significant concern about both the work quality and timeliness – both of which are critical for a grant-funded project – of the low bidder.

The feedback received by the City from contractors and engineers regarding the second low bidder (Rhad A Baker) has been positive. We are recommending the approval of the second low bid accordingly. We plan to take this before Moberly City Council January 16th for approval.

Respectfully,

A handwritten signature in black ink, appearing to read "T Bock".

Troy Bock
Director

S&A

Tom Sanders <tsanders@cityofmoberly.com>

Tue 12/12/2023 1:59 PM

To: Troy Bock <tbock@cityofmoberly.com>

We have done work with S&A (Steve & Ryan Arrowood) under several names. They did the left turn lane on 24 into the park in early 2000's as Steve & Associates, they did the South Williams/McKinsey street widening, water & stormwater line in 2005 and most recently (2021) the West side North Morley Sidewalk replacement project through a cost share as S&A.

I am not readily finding files on the turn lane, but recall that they didn't use the required tie bars to the existing pavement and had to rip it all out and reconstruct.

The 2005 project drug out forever. I recall numerous sunny days the contractor was not on-sight and there were extensive discussions regarding liquidated damages and wanting more time, when they couldn't justify not being there on good work days.

The 2021 project was over a long area through numerous businesses. The contractor had work going on over the entire project area and had areas torn up nearly throughout the project. Rather than starting in on one area and finishing before moving to the next it was dozens of torn up areas making the existing sidewalk unusable. They blamed it on water parts not being available, but after much delay, our staff did some looking and found them in stock, but with a different supplier than they worked with.

On every job we had with them, the work force fluctuated greatly with many workable days only having one or no employees on-site. The jobs that I recall went well over on time and we were in negotiations on time, costs.

I doubt I could document the older jobs, but Patti will have all you need on the last project. I would also suggest talking to Modot about their latest experience with them on E. Rollins Sidewalk.

Tom

City of Moberly

City Council Agenda Summary

Agenda Number: #11.

Department: Parks and Recreation

Date: January 16, 2024

Agenda Item: A Resolution Approving The Personal Services Agreement With Maxim Golf, LLC For Management Of Heritage Hills Golf Course And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

Summary: The original 5-year management agreement with GreatLIFE (later assigned to Maxim) will expire at the end of March. The attached is a 5-year renewal with Maxim for management services. The cost follows the existing trajectory and is effectively full-service management of the course 365 days per year for the cost of an Administrative Assistant. Only relatively minor provisions changed – largely putting in print the current practices that were not spelled out in the original contract with GreatLIFE.

Maxim has performed reasonably well when managing this large operation for the City and are receptive to constructive feedback when we ask for changes to practice.

Note the agreement allows the management fee to be taken out of the City budget or the Heritage Hills operational budget. As membership and revenue grow, the goal will be to transfer that cost to the operational budget to give the Parks and Recreation budget some breathing room. Today, doing this would result in us having to make a transfer per the agreement late in the year to help cover operational costs, but we are heading in the right direction to absorb this in the operational budget in the near future.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Contracted Services

Account Number: 114.000.5406

Available Budget \$: \$50,000.

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 checked="" type="checkbox"/> Other: <u>Agreement</u>

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PERSONAL SERVICES AGREEMENT WITH MAXIM GOLF, LLC FOR MANAGEMENT OF HERITAGE HILLS GOLF COURSE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.

WHEREAS, the existing agreement with Maxim Golf, LLC (“Maxim”) for management of Heritage Hills Golf Course is set to expire on March 31, 2024; and

WHEREAS, Maxim has proposed a new five-year management agreement which is attached hereto after discussions with City Staff which follows, in large part, the existing agreement; and

WHEREAS, City Staff is pleased with Maxim’s performance in providing year round professional management and recommends approval of the proposed agreement

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

THAT, the attached Agreement is hereby approved and accepted by the Moberly City Council; and

THAT, the City Manager of the City of Moberly is hereby directed to execute the Agreement on behalf of the City Council.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

PERSONAL SERVICES AGREEMENT

For the Management of
Heritage Hills Golf Course

This PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of April, 2024 by and between the City of Moberly, MO ("Owner"), and Maxim Golf, LLC, a Missouri limited liability company, ("Maxim").

Recitals

A. Owner desires to promote and provide for the management of Heritage Hills Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range, grounds, and appurtenances (singularly referred to as "Facility" or collectively referred to as "Facilities").

B. Maxim is a professional golf course, fitness, and recreation management company whose principals have experience and expertise related to golf course, and recreation management and promotion.

C. Owner desires to retain Maxim to manage and operate the Facilities on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The standard term of this Agreement shall begin 12:00 a.m. on April 1st, 2024 (the "Start Date") and end at 11:59 p.m. on March 31st, 2029, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed and Contingent Management Fees, then this Agreement shall be extended for an additional fiscal (one) year, and all terms and conditions of this Agreement between Owner and Maxim, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed six (6) fiscal years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the fiscal year for which the golf course operation was funded. In the event Owner fails to approve appropriation of funds provided for in this Agreement for any year, Owner will pay Maxim the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facilities or the real estate upon which the Facilities are located, then Owners shall give Maxim notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Golf Facility or the property upon which the golf course is located. In this event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination. In the event that a determination is made by the Owner to discontinue its ownership of the Golf Facility, Owner agrees that it will consider sale of the

Facilities to Maxim among its options. The preceding sentence shall not be construed so as to create a right of first refusal or an option to purchase on behalf of Maxim. Maxim can make a reasonable proposal for the purchase of the Facility at any time for consideration by the City of Moberly.

2. SERVICES TO BE PERFORMED BY MAXIM. During the term of this Agreement, Maxim shall operate the Facilities, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities relative to the Facilities. With respect to the operation of the Facilities, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Maxim the authority and the responsibility necessary to permit Maxim to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Maxim. Owner hereby grants to Maxim the exclusive right to manage the Facilities according to the terms of this Agreement for the term of this Agreement.

b. Major Decisions. From time to time, Maxim shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d) below). Maxim shall secure Owner's prior approval of all such major proposals. Major Proposals shall be those in which the anticipated cost is in excess of \$10,000. Maxim shall, to the best of its ability, operate the Facilities in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Maxim shall develop a set of written guidelines ("Operational Guidelines") for the Facilities. The Operational Guidelines shall include information necessary for the operation of the Facilities, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shops and other operations of the Facilities, the hours of operation and other policies relating to the operation of the Facilities. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. Not later than May 15th of each year during the term of this Agreement, Maxim shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year. The Proposed Annual Budget shall specify the amount of working capital required to continue operations of the Facility for the upcoming fiscal year in light of all major policy decisions, specify all anticipated expenses required to maintain a reasonable level of equipment, supplies and inventory and all projected expenses for long term capital improvements and equipment. Owner shall approve or reject the Proposed Annual Budget by June 15th, annually. Owner shall specify, in writing, the basis for any rejected item in the Proposed Annual Budget. The Proposed Annual Budget, once approved by Owner, shall be referred to as the "Annual Budget". In the event that the Owner and Maxim are unable to reach agreement regarding the Annual Budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there

was a budget approved by Owner.

e. Promotion of Facilities. Maxim shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facilities. Maxim shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. Maxim will use reasonable efforts (as limited by Annual Budgets) to assure that the Facilities will be favorably presented in print and all other forms of communications media. All costs for the promotion of the facility shall be the responsibility of the property including contracted marketing services and corporate staff time assigned for marketing design and creation specific to the facility. The personnel cost for the marketing of the facility whether contracted through an outside marketing firm or corporate staff shall not exceed \$8,000 per year fiscal year without the written consent of the Owner. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination.

f. Facility Personnel. Maxim shall hire Facility staff, including all on-site and off-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Maxim to be appropriate for the efficient operation of the Facilities and to the extent authorized by the Budget for the Facilities as approved by Owner; provided, however, that Owner shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facilities personnel shall be hired by and be employees of, Maxim, except that Maxim may, in its discretion, elect to have some routine functions, such as janitorial functions, performed by independent contractors rather than employees. Maxim will not prevent any of the personnel employed at the Facilities from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Maxim shall have the right to offer employment to any employee of the Facilities. During the term of this Agreement, Maxim shall not remove or relocate the General Manager, and/or the golf course superintendent of the Golf Facility to another Facility managed by Maxim without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Corporate Personnel Visitation and Inordinate Time Requirements. To the extent it is necessary for Maxim Golf extended service personnel, or corporate personnel to assist in the daily management of the facility, Maxim Golf shall be reimbursed up to \$600.00 per month for the reimbursement of such additional management needs. Maxim Golf shall bill these charges on an hourly rate of \$50.00 per hour plus travel expenses associated therewith for personnel with a maximum expense not to exceed \$600.00 per month for any given month. Maxim Golf shall have the right to bill the property directly for such expenses and all such expenses shall be reported in the monthly profit and loss statements as an operational expense of the property.

h. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine and liquor at the Facilities. Maxim shall apply for and obtain required State of Missouri and City of Moberly liquor licenses, and all other required permits and approvals. Owner shall cooperate with Maxim in obtaining such licenses, permits and approvals. Maxim shall comply with all laws relating to the sale of alcoholic beverages. In addition, Maxim shall purchase and sell such other food, beverage and merchandise at the Facilities for such prices as Maxim deems prudent.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVED

RESERVES.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Golf Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, Advances (as hereafter defined) and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facilities and any fees paid by Owner to Maxim to conduct such lessons, schools, or other activities under an agreement with Maxim shall be included as "Revenues". Utility reimbursements, tax collections (non-sales tax), or gifts and contributions made to the facilities shall not be included in the calculation of "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures authorized by the Annual Budget established by Owner and Maxim and incurred in connection with the Facilities, including, but not limited to:

- i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facilities or their operations;
- ii. Payments for food, beverage, merchandise and supplies;
- iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facilities;
- iv. Payments for advertising and promotion of the Facilities;
- v. Acquisition costs, lease payments and debt service payments for the Facilities, equipment, furniture, fixtures and other capital items as included in the Annual Budget;
- vi. License fees, dues and subscriptions;
- vii. Expenses of hiring and training personnel, except expenses of training Maxim management personnel;
- viii. Costs of maintaining and improving the golf course, pro shop, and other assets of the facilities;
- ix. Fees of outside consultants and third-party contractors retained by Maxim in connection with the operation of the Facilities, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by Owner or Owner's representative;
- x. All Management Fees (as defined in paragraph 7, below)

paid to Maxim in accordance with this Agreement, including the Fixed Management Fee. Owner may choose to not include this expense in the operating budget and the operating budget shall be amended accordingly.

- xi. Expenses associated with an annual audit of the Facilities by an Owner designated auditor; and
- xii. Expenses not specifically authorized by the Annual Budget that are approved in advance by the Owner or the Owner's representative.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Maxim for future operation of the Facilities.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facilities is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Maxim the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance").

5. ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by Maxim for Owner, in an account in the name of the owner designating Maxim as an authorized agent on the account, such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Maxim shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, at one or more commercial banks in Moberly, Missouri, each approved in advance by Owner, for the receipt of Revenues, Advances and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Maxim agrees that Owner shall have one or two designated signers or at a minimum one or two designated viewers on such accounts (who will provide Maxim reasonable notice of and account for any transactions conducted by them with respect to the accounts) and that Owner may have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Any check or other order to pay, written for more than \$10,000 (Ten Thousand Dollars) will require a third signature or written approval by one of the Owner's designated signers or other authorized Owner's personnel. Maxim shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Maxim shall not commingle Revenues, Advances and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facilities, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Maxim shall not purchase goods or services from an entity affiliated with Maxim unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Maxim shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials and services.

6. EMPLOYEES. All employees of the Facilities shall be employees of Maxim.

7. MANAGEMENT FEES. In exchange for services rendered by Maxim under this Agreement, Maxim shall be (1) reimbursed from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facilities, (2) paid from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. hereinafter, and (3) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee. If on any date when any of the foregoing amounts is owing to Maxim the Facility Accounts contain insufficient funds to pay Maxim the amounts owing, Owner, unless prohibited by law, shall immediately make a disbursement to Maxim to cover the shortfall.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Maxim for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Maxim at the end of the first (1st) month following a fiscal year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees), provided, however, that no such Fee shall be due and owing unless and until the Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facilities that are in form and substance satisfactory to the Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy-five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facilities, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the Owner does not exercise its option to conduct an audit of the Facilities annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before July 1 of the following fiscal year. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subparagraph 7.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set for the in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Golf Facility as specifically defined by Section 3(a). However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, owner subsidies or advances and draws on letters of credit or other revenues not attributable to the operation of the Facilities such as taxes collected (non-sales tax), gifts, donations, and contributions.

c. Schedule of Fixed and Contingent Management Fees.

Fiscal Year	Fixed Monthly Fee	Contingent Management Fee Percentage	Revenues Base
2024/2025	\$3,917	10%	\$630,000
2025/2026	\$4,000	11%	\$635,000
2026/2027	\$4,167	12%	\$640,000
2027/2028	\$4,250	13.5%	\$645,000
2028/2029	\$4,333	15%	\$650,000

*If Revenues for Owner equals \$640,000 in fiscal year 2024/2025 then the Contingent Management Fee

would be computed as follows: (Example Revenue Base) = \$630,000
(\$10,000 times 10% or a contingent management fee of \$1,000).

If this Agreement is terminated prior to the end of any fiscal year, for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two fiscal years. If Revenues for any calendar year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

8. ACCOUNTING. Maxim shall maintain books and records relating to the business activities of the Facilities separate from its other books and records. Maxim shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facilities. Thereafter, Maxim shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month's records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facilities is a business entity separate from Maxim and Owner. Maxim shall deliver to owner a copy to of each month's Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of Maxim delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Maxim to meet, Owner shall modify such requirements. In addition, Maxim shall deliver to Owner, not later than August 1st of each year during the term of this Agreement, a copy of fiscal year-end financial statements for the Facilities for the preceding fiscal year prepared in accordance with General Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, Owner shall be entitled to inspect and make copies of the books and records of the Facilities maintained by Maxim, and Owner may conduct a separate audit of the Facilities and/or include the Facilities within the audit of Owner conducted by Owners independent auditors, all Monthly Financial Statements and all annual financial statements. As a Facilities Expense, Maxim shall comply with Owner's audit recommendations. Additionally, at the request of the Owner, Maxim will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 9.a. below. At any time during this Agreement, Maxim shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Maxim ("Default"):

- i. Any breach by Maxim or Owner of the obligations under the terms of paragraph 5 of this Agreement;
- ii. A discontinuance by Maxim or Owner of its business or abandonment of its activities at the Facilities;
- iii. A material breach by Maxim or Owner of any material term or provision of this Agreement; or

- iv. The filing of a voluntary or involuntary action by Maxim, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. Maxim shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 9.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Maxim promptly commences the remedying of such Default and is continuing diligently to complete such cure. Owner shall have thirty (30) days after receipt of written notice from Maxim specifying the nature of its Default under paragraph 9. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the remedying of such Default and is continuing diligently to complete such cure, and provided further that Maxim will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Maxim written notice of its election to terminate this Agreement, provided that Maxim has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Maxim the Management Fee and Contingent Fee through the date of termination and reimburse Maxim for all expenses authorized under the terms of this Agreement incurred through the date of termination less damages caused by the breach. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Maxim. In the event of a Default by Owner, Maxim may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Maxim or substantially all of its assets are sold without Owner's prior consent; (2) Maxim's management team or executive officers significantly change; (3) there is a change in control of Maxim or Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of Maxim. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Maxim in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Maxim except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Maxim shall immediately transfer and assign to Owner any and all interest of Maxim in the Facilities if any, including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Maxim to the extent allowable by law against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facilities authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Maxim for tort liabilities or other claims against Maxim that result from the negligence, intentional malfeasance, gross negligence or other misconduct of Maxim or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Maxim's right, title and interest in and to any of the following arising out of activities of the Facilities or purchased by Maxim from Advances from Owner or Revenues of the Facilities (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Maxim):

- i. Cash in all Facility Accounts;
- ii. Accounts receivable;
- iii. Other receivables;
- iv. Inventories of merchandise, food, beverages and supplies;
- v. All equipment, furniture and fixtures;
- vi. Prepaid accounts and deposits;
- vii. Contract rights;
- viii. Trade names;
- ix. Books and records relating to the Facilities;
- x. Goodwill; and
- xi. Operational guidelines and procedures.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Maxim to the extent allowable by law, shall be all debts and other contractual obligations arising out of the operation of the Facilities. Provided however, Owner shall have no obligation to indemnify Maxim for a debt or contractual obligation incurred by Maxim that was not authorized under the terms of this Agreement.

c. Closing. The rights and responsibility of management of the Facilities shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Maxim is not an agent or employee of Owner, and all activities of Maxim relating to the Facilities shall be in Maxim's capacity as independent contractor to Owner.

a. Obligations of the Facilities. Maxim shall pay all obligations and defend all disputed claims arising out of or resulting from Maxim's activities conducted in connection with or incidental to this Agreement. If the obligation or claim arises from activities authorized under the terms of this Agreement, then Maxim's defense and payment of such claims shall be an Expense of Facilities. Maxim shall keep Owner advised of any such matters.

b. Notice of Claims. Maxim and Owner shall provide each other with prompt written notice of any claim.

13. INSURANCE. As an Expense of the Facilities, Maxim shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Missouri. Maxim shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before April 1, 2023, and thereafter shall furnish new certificates upon request.

a. Type and Amount of Insurance. The type and amount of insurance Maxim shall obtain for the Facilities shall be:

Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Commercial General Liability Policy with a Combined Single Limit of \$3,000,000.00/\$4,000,000.00 including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

Commercial crime coverage to include:

Forgery or alteration	\$25,000	\$ 1,000 ded.
Theft, Disappearance & Destruction	\$15,000	\$100 ded.
Employee Dishonest-Per Loss	\$300,000	\$10,000 ded.

Comprehensive Automobile Liability (or its equivalent) to include coverage for:

- a) Owned/Leased Automobiles
- b) Non-owned Automobiles
- c) Hired Cars

Limits of \$1,000,000.00 Liability for Bodily Injury and/or Property Damage.

Excess Liability for general and automobile liability purposes in the amount of \$10,000,000.

b. Additional Insurance, Requirements. With respect to the above-described insurance, Owner agrees to:

1. Have Maxim named as an insured as its interest may appear with no waiver of city's sovereign immunity.

2. Provide for thirty days' written notice of cancellation, termination or any material change to the insurance.

3. All of the above stated limits shall apply separately to each location managed by Maxim.

14. COVENANT OF COOPERATION. Maxim shall provide Owner with prompt written notice of any material injuries suffered at the Facilities, significant complaints in reference to service or conditions, whether written or otherwise, about the Facilities or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Maxim further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Maxim in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Maxim to enter into this Agreement, Owner makes the following representations and warranties to Maxim:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. MAXIM'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Maxim makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Maxim Golf, LLC is a duly organized and validly existing company in good standing under the laws of the State of Missouri.

c. Maxim has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Maxim, enforceable against Maxim in accordance with its terms.

d. Maxim has sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facilities in a reasonable and prudent business manner.

e. During the term of this Agreement, Maxim will use all reasonable care to prevent the introduction of any hazardous substances into the Facilities, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facilities or incorporated into any structure on the Facilities. Maxim will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Maxim's failure to comply with this warranty. Owner acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Maxim uses all care necessary in the handling and use of such substances.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Maxim shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Maxim shall be construed or held to be a partner, limited partner, associate or agent of the other, or be

joint venturers with one another. Neither Owner nor Maxim shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. CONFIDENTIALITY.

a. Each party agrees that Maxim will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to Maxim ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party, shall take reasonable protective measures to insure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent Maxim Employees from disclosing Facility performance data to Heritage Hills Golf Course's authorized representatives upon request as determined from time to time by its Board of Advisors, but such information should never be provided to Owner's members or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or

ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or

iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or

iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or

v. is required to be disclosed by law.

b. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

c. The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement.

19. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen, then that party shall meet and confer with a designated representative of the other party.

20. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal

delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

If to Owner: Agent for City of Moberly - Heritage Hills Golf Course
 Attn: Randall Thompson
 Interim City Manager
 101 West Reed Street
 Moberly, MO 65270

If to Maxim: Bryan Minnis
 Chief Executive Officer
 5757 East Eagle Knoll Dr
 Hartsburg, MO 65039

The names and addresses for notices may be changed by written notice given to the other party as provided above.

21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement Maxim will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located in Randolph County, Missouri, unless agreed upon by Maxim and Owner.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by Maxim without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

28. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

29. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

30. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
City of Moberly, MO.

By: _____
Randall Thompson, City Manager
101 West Reed Street
Moberly, MO 65270

ATTEST:

Maxim:
Maxim Golf , LLC.

By: _____
Bryan Minnis, Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Public Utilities

Date: January 16, 2024

Agenda Item: A Resolution Authorizing The Cleaning Of A Sanitary Sewer Line By Ace Pipe Cleaning.

Summary: In an effort to prevent any additional sanitary sewer overflows caused by grease and fat, the Utilities Department contracted with Ace Pipe Cleaning to clean certain sewer lines in the 42in sanitary sewer line from Saint Charles St. to the Taylor St. sewer basin. Approx.2000ft Estimate- \$39,750.00. Due to the need to immediately begin cleaning the line, the utility department authorized Ace to start the project.

Recommended

Action: Please ratify the agreement and approve the Resolution.

Fund Name: Sewer Line Maintenance

Account Number: 301 112 5314

Available Budget \$: Unbudgeted Expense

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 checked="" 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___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CLEANING OF A SANITARY SEWER LINE
BY ACE PIPE CLEANING.**

WHEREAS, in an effort to prevent any additional sanitary sewer overflows caused by grease and fat the Utilities Department desires to contract with Ace Pipe Cleaning (“Ace”) to clean certain sewer lines; and

WHEREAS, approximately 2,000 feet of sanitary sewer line requires cleaning from Saint Charles Street to Taylor Street at an approximate cost of \$39,750.00; and

WHEREAS, due to the need to immediately begin cleaning the line the Utility Department authorized Ace to start the project which project is ongoing; and

WHEREAS, City Staff recommends ratifying the agreement with Ace and authorizing payment to Ace for the line cleaning.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby ratifies the agreement with Ace to clean sewer lines and authorizes the City Manager to make payment to Ace for such services and to take such other action as may be required to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



ACE PIPE CLEANING
A Carylon Company

6601 Universal Avenue
Kansas City, MO 64120
p: (816) 241-2891
f: (816) 241-5054
office@acepipe.com

CONTRACT PROPOSAL

Date: 11/29/23

Customer: City Of Moberly
Attn: Steve Wilson
Address: 101 W Reed St
Moberly MO
Email: swilson@cityofmoberly.com
Phone: 660-269-7673

Proposal #: 24-070

1. PROJECT DESCRIPTION:

Moberly, MO - Cleaning

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will provide Operators, One Jumbo Jetter Unit, One Jet-Vacuum Combo Unit and One Additional Laborer to clean a 42 inch Sanitary Sewer line as directed by customer.

3. PRICING AND PAYMENT:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	HRS	\$ 2,250.00	\$ 2,250.00
Jumbo Jetter with/Operator	60	HRS	\$ 235.00	\$ 14,100.00
Jet-Vac Combo unit w/Operator	60	HRS	\$ 215.00	\$ 12,900.00
Additional Labor	60	HRS	\$ 121.00	\$ 7,260.00
Equipment Fuel	60	HRS	\$ 54.00	\$ 3,240.00
TOTAL ESTIMATED PRICE				\$ 39,750.00

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES ☐ NO ☒

If yes, please provide Wage Determination.

TAX EXEMPT? YES ☒ NO ☐

If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Mark Calvert</u> Date <u>11/29/23</u> Title: <u>Ops Manager</u>	Signed: <u>Steve Wilson</u> Date <u>11/29/23</u> Title: <u>Interim Utility Director</u>

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).
- e. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- f. APC will provide light traffic control (cones) if necessary.
- g. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 150 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
Department: Public Utilities
Date: January 16, 2024

Agenda Item: A Resolution Authorizing The Cleaning Of Rollins CSO Lagoon.

Summary: The Utilities Department was in need of emergency removal of a floating grease cap on the lagoons surface that is causing noxious odor to the surrounding area. Due to the emergency situation, Ace Pipe Cleaning was contracted to remove the grease at an estimated cost of \$16,242.00.

The excess grease will be placed in the Rollins drying bed until it is suitable for hauling to the Columbia landfill.

Recommended

Action: Please ratify the agreement and approve the Resolution.

Fund Name: Lift Station and Lagoon Maintenance

Account Number: 301 114 5309

Available Budget \$: Unbudgeted Expense

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 checked="" 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___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CLEANING OF ROLLINS CSO LAGOON.

WHEREAS, a grease cap has formed over the Rollins CSO lagoon which is contributing to cause noxious odors; and

WHEREAS, Ace Pipe Cleaning (“Ace”) is capable of skimming the grease and removing grease from the lagoon; and

WHEREAS, due to the need to immediately begin efforts to reduce the noxious odors the Utility Department authorized Ace to start the project which project is ongoing; and

WHEREAS, City Staff recommends ratifying the agreement with Ace and authorizing payment to Ace for the lagoon cleaning.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby ratifies the agreement with Ace to clean the Rollins lagoon and authorizes the City Manager to make payment to Ace for such services and to take such other action as may be required to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting
ATTEST:

 Shannon Hance, MRCC, City Clerk

**CONTRACT PROPOSAL**Date: 11/17/23

Customer: City Of Moberly
Attn: Steve Wilson
Address: 101 W Reed St
Moberly MO 65270
Email: swilson@cityofmoberly.com
Phone: 660-269-7673

Proposal #: 24-055**1. PROJECT DESCRIPTION:**

Moberly, MO – Lagoon Cleaning

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will provide One Operator, One Jetter/Combination Unit, One Additional Laborer and One Pipe Truck to clean a lagoon sanitary pipe as directed by customer.

3. PRICING AND PAYMENT:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$ 2,250.00	\$ 2,250.00
Operator & Jetter/Combo Unit	30	HRS	\$ 220.00	\$ 6,600.00
Additional Labor	30	HRS	\$ 110.00	\$ 3,300.00
Pipe Truck	30	HRS	\$ 110.00	\$ 3,300.00
Equipment Fuel	30	HRS	\$ 26.40	\$ 792.00
TOTAL ESTIMATED PRICE				\$ 16,242.00

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES ☐ NO ☒

If yes, please provide Wage Determination.

TAX EXEMPT? YES ☒ NO ☐

If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Mark Calvert</u> Date <u>11/17/23</u> Title: <u>Ops Manager</u>	Signed: _____ Date _____ Title: _____

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).
- e. Price quoted is portal to portal from our location 6601 Universal Ave., Kansas City, MO and is a four-hour minimum charge (applicable to hourly rate quoted).
- f. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- g. APC will provide light traffic control (cones) if necessary.
- h. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 150 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

City of Moberly

City Council Agenda Summary

Agenda Number: #14.

Department: Public Utilities

Date: January 16, 2024

Agenda Item: A Resolution Approving An Agreement With DMC Concrete, LLC To Pour Concrete Drying Beds.

Summary: Excess grease is to be removed from the Rollins CSO Lagoon, the blocked 42in sanitary line and the recently blocked Force Main line. This material needs to dry before it can be hauled to the Columbia Landfill. Our current drying bed does not have the capacity to accommodate this amount of material, so the drying bed needs to be doubled in size. Estimate-\$33,000

Recommended

Action: Please approve the Resolution.

Fund Name: Lift Station and Lagoon Maintenance

Account Number: 301 114 5309

Available Budget \$: Unbudgeted Expense

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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH DMC CONCRETE, LLC TO POUR CONCRETE DRYING BEDS.

WHEREAS, large quantities of grease and fat are constantly being removed from the City sewer lines and the Rollins lagoon; and

WHEREAS, the grease and fat must be dried before it can be hauled to the landfill and existing drying beds do not have the capacity for this; and

WHEREAS, DMC Concrete LLC (“DMC”) has provided a bid of \$33,110.00 to pour additional concrete drying beds and to provide a connection with grate drains; and

WHEREAS, City Staff recommends accepting the DMC bid and authorizing the construction of additional drying beds.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the DMC bid and authorizes the construction of additional drying beds and further authorizes the City Manager to take such other action as may be required to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk

DMC Concrete LLC
1525 South Williams Street
MO 65270

#14.

Estimate

Date

11/27/2023

Name / Address
City of Moberly 101 West Reed Moberly, MO 65270

Description of work to be completed	Total
Materials & labor to pour bunker at Water Waste Treatment plant with 78' of 4' wall, 78' of 2' wall for grate drain, a 48' X 30' slab 8" thick and to cut out 2' X 4' of existing wall and floor and connect the 2 grate drains.	33,110.00
Total	
\$33,110.00	

Phone #
660-651-5694

E-mail
dmcconcrete@gmail.com

352

City of Moberly

City Council Agenda Summary

Agenda Number: #15.

Department: Administration

Date: January 16, 2024

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

Summary: Attached is the Chamber's proposal for the 2024 Tourism Contract. We have changed the cost for services to \$90,000. These funds will be used to promote events and attractions. Our marketing plan also allows for radio and print advertising in addition to social media ads. The Marketing Plan is still very heavy on social media advertising so that we can easily track engagement and see ROI on our advertising investment.

Recommended

Action: Approve this ordinance

Fund Name: Non-Resident Lodging Tax Fund/Contract Services

Account Number: 102.000.5406

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" 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___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE.

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

SECTION ONE: The City and the Moberly Chamber of Commerce successfully joined forces in 2021 to bring tourism to Moberly by entering into a Cooperative Agreement which provided for such services.

SECTION TWO: Attached hereto is a Tourism Promotion Services Agreement whereby the Chamber of Commerce will provide tourism services to the City in exchange for the payment of \$90,000.00 for the calendar year of 2024.

SECTION THREE: The City Manager of Moberly, Missouri is hereby authorized to execute the attached Agreement and take such other and further steps as may be needed to effectuate the terms of the Agreement.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 16th day of January 2024.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY
TOURISM PROMOTION SERVICES AGREEMENT

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

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

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2024 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay the Chamber an amount of \$90,000 annually. These funds may be paid monthly in an amount equal to \$7,500.00 per month.

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

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

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

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

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

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

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

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

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

VII. General Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MOBERLY

MOBERLY CHAMBER OF COMMERCE

By: _____
Randall Thompson, City Manager

By: _____
Sarah Graff, President

Date: _____

Date: _____

Attest: _____
Shannon Hance, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #16.
Department: Administration
Date: January 16, 2024

Agenda Item: An Ordinance Approving A Sixth Amendment To Purchase Option; And Providing Further Authority.

Summary: In March of 2020 the City of Moberly as “Purchaser” and MLB Investments, L.L.C. as “Seller” entered into a certain Purchase Option Agreement (the “Original Option”) by which the City obtained the option to purchase a portion of real property known and numbered as 208 West Reed Street (the “Optioned Property”) for use as part of a proposed downtown hotel/hospitality venue.

The Optioned Property remains integral to the newly proposed development. However, to allow time for completion of the feasibility study, the term of the Original Option must be further extended. MLB Investments, L.L.C. has agreed to extend the term of the Original Option This arrangement has been memorialized in a 5th Amendment to Purchase Option Agreement in the form attached as Exhibit A to the above referenced Ordinance (the “Second Amendment”).

The Ordinance approves the 5th Amendment and authorizes the execution and delivery of the 5th Amendment on behalf of the City and additionally authorizes such further actions as may be necessary or convenient to carry out and satisfy the City’s obligations under the 5th Amendment.

Recommended

Action: Approve this ordinance.

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 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___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO: _____

AN ORDINANCE APPROVING A SIXTH AMENDMENT TO PURCHASE OPTION; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, the City of Moberly (the “**City**”) as “Purchaser” and MGB Investments, L.L.C. (“**MGB**”) as “Seller” have entered into a certain Purchase Option Agreement dated as of March 2nd, 2020 (the “**Original Option**”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “**First Amendment**”), that certain Second Amendment to Purchase Option dated as of June 21, 2021 (the “**Second Amendment**”) that certain Third Amendment to Purchase Option Agreement dated as of December 6, 2021 (the “**Third Amendment**”), and that certain Fourth Amendment to Purchase Option dated as of July 18, 2022 (the “**Fourth Amendment**”), and that certain Fifth Amendment to Purchase Option dated as of May 15, 2023 (the “**Fifth Amendment**”) and, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Original Option, the “**Amended Option**”) which granted to the City an option to purchase certain real property depicted and generally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “**Optioned Property**”); and

WHEREAS, the City now wishes to extend the period for exercise contained in the Amended Option by six months and MGB is willing agree to extending the period for exercise upon the terms and conditions set forth in a certain Sixth Amendment to Purchase Option Agreement in substantially the form of Exhibit A, attached to and incorporated by reference in this Ordinance (the “**Sixth Amendment**”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

SECTION 1. The Sixth Amendment in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized to execute and deliver the Sixth Amendment on behalf of the City.

SECTION 2. The Mayor, City Manager, City Clerk, and applicable City staff are each hereby authorized to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Amended Option as amended by the Sixth Amendment.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the 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 4. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 16th day of January 2024.

Tim Brubaker, Mayor

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT A

SIXTH AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS SIXTH AMENDMENT TO PURCHASE OPTION AGREEMENT (this “*Sixth Amendment*”), is made and entered into this _____ day of _____, 2024 to that certain Purchase Option Agreement dated as of March 2nd, 2020 (the “*Original Option*”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “*First Amendment*”), that certain Second Amendment to Purchase Option Agreement dated as of June 21, 2021 (the “*Second Amendment*”), that certain Third Amendment to Purchase Option Agreement dated as of December 6, 2021 (the “*Third Amendment*”), that certain Fourth Amendment to Purchase Option Agreement dated as of July 18, 2022 (the “*Fourth Amendment*”), that certain Fifth Amendment to Purchase Option Agreement dated as of May 15, 2023 (the “*Fifth Amendment*”), (and together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Original Option, the “*Amended Option*”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“*Seller*” and together with Purchaser, the “*Parties*”). *Capitalized terms used and not defined in this Sixth Amendment shall have the meanings respectively ascribed to them in the Original Option.*

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “*Optioned Property*”).

B. The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment which, among other things, extended the term of the Original Option.

C. Purchaser now wishes to further extend the term of the Amended Option and the period for exercise of the Original Option and Seller is willing to extend the period for exercise of the Original Option as requested and, accordingly, the Parties wish to enter into this Sixth Amendment to provide the requested extension on the following terms and conditions.

AGREEMENT

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

as follows:

1. Amendment. The Amended Option is hereby further amended by deleting from **Section 1** thereof the following phrase: “terminating at 12:00 midnight on January 31, 2024 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)” and by substituting therefor in that place the following phrase: “terminating at 12:00 midnight on July 31, 2024 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)”.

2. Amended Option Otherwise Unchanged. The Parties further acknowledge and agree that those portions of the Amended Option not specifically amended by this Sixth Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed.

3. Payment. Following full execution of this Sixth Amendment, Purchaser shall provide to Seller the sum of Ten Dollars and no cents (\$10.00) as payment in full for the extension of the Term of the Option, as provided in paragraph 2 of this Sixth Amendment.

4. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this Sixth Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

IN WITNESS WHEREOF, Purchaser and Seller have each caused this Sixth Amendment to be executed in their respective names as of the date first above written.

CITY OF MOBERLY
 (“*Purchaser*”)

By: _____
 Tim Brubaker, Mayor

ATTEST:

 Shannon Hance, City Clerk

MGB INVESTMENTS, L.L.C.
(“*Seller*”)

By: _____
 Matthew G. Brownfield
 Its: Sole Member

ATTEST:

 Printed name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Tim Brubaker, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

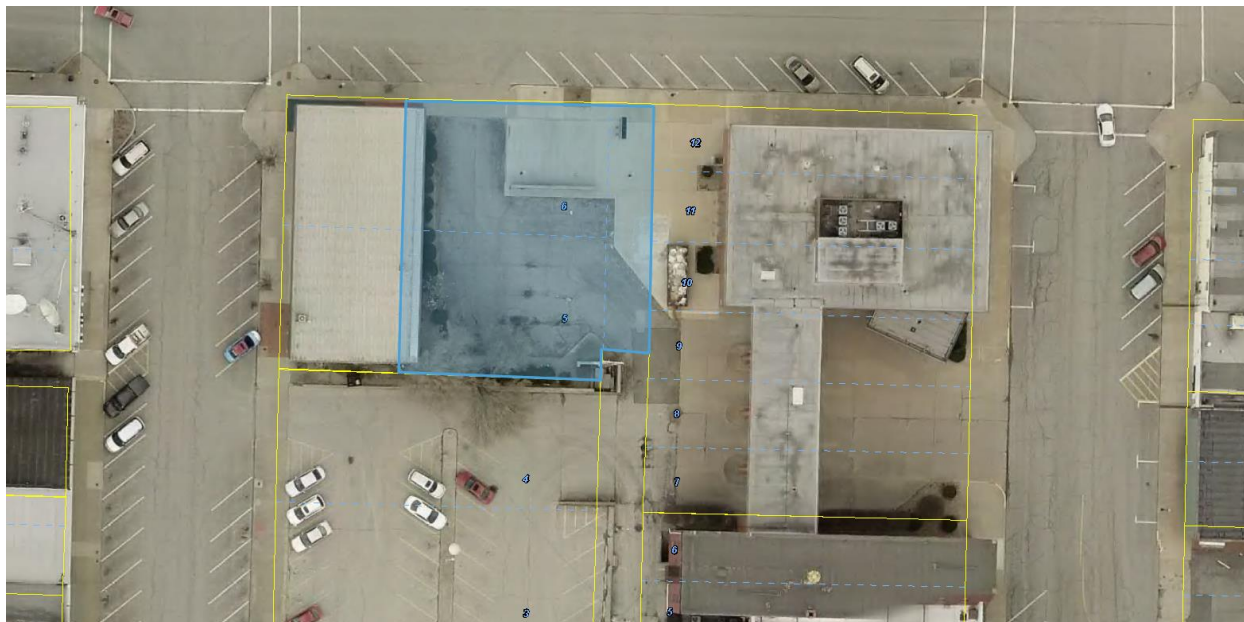
On this ____ day of _____, 2024 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Initial Legal Description of Optioned Property



Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 of a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of the Original Option.

SIXTH AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS SIXTH AMENDMENT TO PURCHASE OPTION AGREEMENT (this “*Sixth Amendment*”), is made and entered into this _____ day of _____, 2024 to that certain Purchase Option Agreement dated as of March 2nd, 2020 (the “*Original Option*”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “*First Amendment*”), that certain Second Amendment to Purchase Option Agreement dated as of June 21, 2021 (the “*Second Amendment*”), that certain Third Amendment to Purchase Option Agreement dated as of December 6, 2021 (the “*Third Amendment*”), that certain Fourth Amendment to Purchase Option Agreement dated as of July 18, 2022 (the “*Fourth Amendment*”), that certain Fifth Amendment to Purchase Option Agreement dated as of May 15, 2023 (the “*Fifth Amendment*”), (and together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Original Option, the “*Amended Option*”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“*Seller*” and together with Purchaser, the “*Parties*”). *Capitalized terms used and not defined in this Sixth Amendment shall have the meanings respectively ascribed to them in the Original Option.*

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “*Optioned Property*”).

B. The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment which, among other things, extended the term of the Original Option.

C. Purchaser now wishes to further extend the term of the Amended Option and the period for exercise of the Original Option and Seller is willing to extend the period for exercise of the Original Option as requested and, accordingly, the Parties wish to enter into this Sixth Amendment to provide the requested extension on the following terms and conditions.

AGREEMENT

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

1. Amendment. The Amended Option is hereby further amended by deleting from **Section 1** thereof the following phrase: “terminating at 12:00 midnight on January 31, 2024 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)” and by substituting therefor in that place the following phrase: “terminating at 12:00 midnight on July 31, 2024 (the “*Termination Date*,”

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2. Amended Option Otherwise Unchanged. The Parties further acknowledge and agree that those portions of the Amended Option not specifically amended by this Sixth Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed.

3. Payment. Following full execution of this Sixth Amendment, Purchaser shall provide to Seller the sum of Ten Dollars and no cents (\$10.00) as payment in full for the extension of the Term of the Option, as provided in paragraph 2 of this Sixth Amendment.

4. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this Sixth Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

IN WITNESS WHEREOF, Purchaser and Seller have each caused this Sixth Amendment to be executed in their respective names as of the date first above written.

CITY OF MOBERLY
 (“***Purchaser***”)

By: _____
 Tim Brubaker, Mayor

ATTEST:

 Shannon Hance, City Clerk

MGB INVESTMENTS, L.L.C.
 (“***Seller***”)

By: _____
 Matthew G. Brownfield
 Its: Sole Member

ATTEST:

Printed name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Tim Brubaker, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

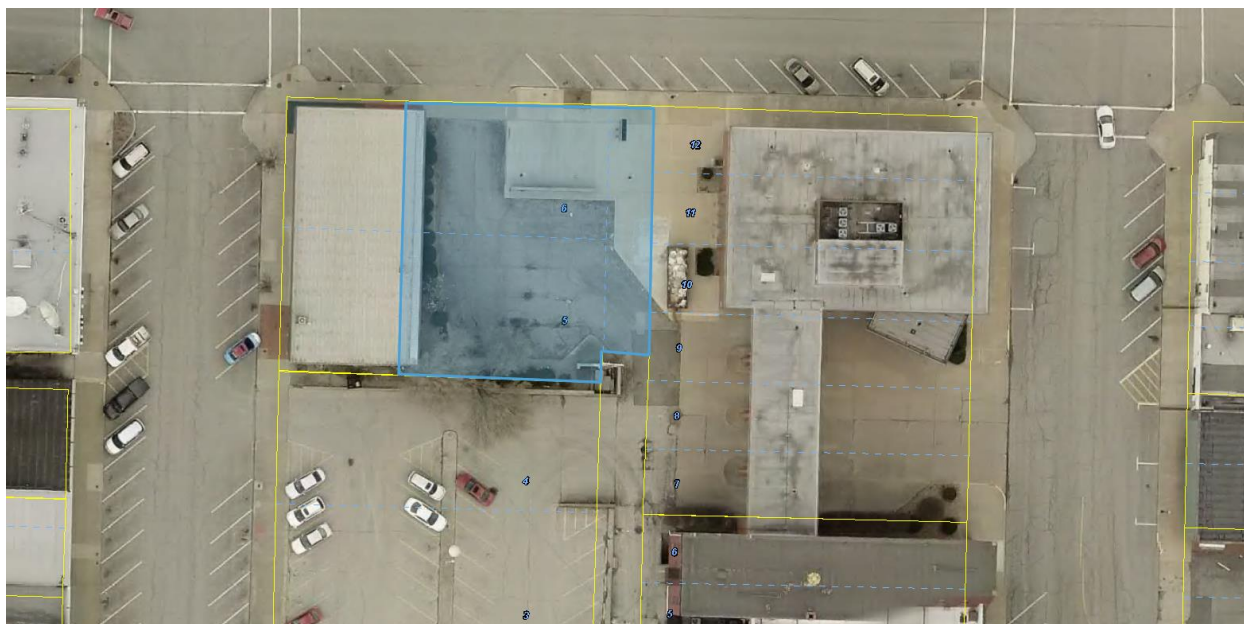
On this ____ day of _____, 2024 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

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Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of the Original Option.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#17.

Department: Community
Development

Date: January 16, 2024

Agenda Item: An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 1824 South Morley Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.

Summary: The Community Development Department has sent notifications regarding nuisance's abatement for the property located at 1824 South Morley Street. No action was taken and the City Staff had to clean up the dilapidated property. City Staff has been sending invoices to the property owner for the charges occurred and has received no acknowledgement from the property owner. With this ordinance, special tax bills will be issued for the unpaid charges + recording fees (\$15,689.87).

Recommended

Action: Approve this ordinance.

Fund Name: Structure Demolition Debris

Account Number: 100.005.5418

Available Budget \$: 173,689.14

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" 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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING AND APPROVING THE REPORT OF THE DIRECTOR OF COMMUNITY DEVELOPMENT RELATIVE TO 1824 SOUTH MORLEY STREET WITHIN THE CITY OF MOBERLY WHICH REQUIRED NUISANCE ABATEMENT BY THE CITY OF MOBERLY PURSUANT TO ARTICLE I AND ARTICLE II OF CHAPTER 26 OF THE MOBERLY CITY CODE, CERTIFYING THE COST OF ABATEMENT AND DIRECTING THE CITY CLERK PURSUANT TO SECTION 26-2 AND SECTION 26-6 TO CAUSE A SPECIAL TAX BILL TO BE ISSUED THEREON.

WHEREAS, pursuant to Section 26-1 through Section 26-45 of the Moberly City Code 1824 South Morley Street, Moberly, MO, 65270 was determined to be a nuisance and detrimental to the health, safety, and welfare of the residence of the City of Moberly, Missouri; and

WHEREAS, the listed property owner Sandra Emert - Estate, after notice of such nuisance failed to abate the same hereby causing the City of Moberly to Abate said nuisances and further causing the City of Moberly to expend labor and monies abating said nuisances.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI.

SECTION ONE: pursuant to Article I and Article II of Chapter 26 of Moberly City Code, the City Clerk is authorize and directed to cause a special tax bill to be issued against the property located at 1824 South Morley Street in the specific amount of \$15,689.87 against this parcel of property:

Parcels of Moberly: BEG 687'(s) N & 147.5' W of SE COR of NW1/4, TH SWLY with RD R/W 175', E 254' TH NELY 175' to POB, Moberly, Randolph County, Missouri or more commonly known as 1824 South Morley Street.

SECTION TWO: This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 16th day of January, 2024.

ATTEST:

Presiding Officer at Meeting_____
Shannon Hance, MRCC, City Clerk

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located PARCELS...MOBERLY: BEG 687'(s) N & 147.5' W OF SE COR OF NW1/4, TH W 257', TH SWLY WITH RD R/W 175' E 254', TH NELY 175' TO POB or more commonly known as 1824 S Morley St, Moberly, Missouri has been completed.

According to County records, this property is owned by Sandra Emert - Estate of Moberly, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

JT Holman Construction of Macon, MO was contracted to do the work.

Demolition fees	\$ 3,000.00
Materials, hauling fees & surcharges	\$ 4,249.87
Asbestos testing & abatement	\$ 7,272.00
Utility Disconnect	\$ 550.00
Recording fees & O&E report	\$ 133.00
Newspaper Public Notice Fee	\$ 485.00

The total cost(s) to be charged against the properties was heretofore determined to be \$15,689.87



Director of Community Development

City of Moberly

City Council Agenda Summary

Agenda Number: #18.
Department: Parks and Recreation
Date: January 16, 2024

Agenda Item: A Resolution Accepting The Bid Of Christensen Construction Company And Authorizing Paving Of The Amphitheater Parking Lot.

Summary: Capital Paving was the approved bidder for parking lot work in the spring of 2023 as they were the lowest overall, though not the lowest on parking lots. Capital has indicated they are unable to honor the \$125/ton for parking lot asphalt in spring of 2024. The delays on the amphitheater project have pushed the asphalt work from fall 2023 to spring 2024.

The lowest bidder last spring was Christensen Construction. Their bid was \$121.50/ton. They have been on site to review the project. They indicated they would honor the price for spring 2024 and hope to asphalt the parking lot in April or May.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Capital Improvements

Account Number: 114.000.5406

Available Budget \$: \$641,024.03

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

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE BID OF CHRISTENSEN CONSTRUCTION COMPANY
AND AUTHORIZING PAVING OF THE AMPHITHEATRE PARKING LOT.**

WHEREAS, the City advertised for bids in March of 2023 for hot mix asphalt street overlay as part of the annual street maintenance program; and

WHEREAS, Christensen Construction Company (“Christensen”) was the successful bidder which included a bid of \$121.50 per ton for parking lots; and

WHEREAS, the Parks and Recreation Department desires to pave the parking lot for the amphitheater and Christensen is willing to honor their previous bid amount; and

WHEREAS, City staff requests authority to contract with Christensen to pave the amphitheater parking lot with 600 tons of asphalt at 109 Rothwell Park Road.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Christensen and authorizes the City Manager to contract with Christensen for the paving of the parking lot at 109 Rothwell Park Road and take such other action as may be necessary to accomplish the purpose of this Resolution.

RESOLVED this 16th day of January, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY

2023 Micro Seal,
Overlay & Milling

"BID OPENING"

Sign-In Sheet

Date: 3-28-2023
10:00AMNameCompanyShannon HanceCity of MoberlyJason KnippChristensen ConstructionJAKE ByrdEmery Sapp & Sons, Inc.Jeff CreamerCapital Paving & ConstructionTOM SANDERSCITY OF MOBERLYCarol BealCity of Moberly

"BID OPENING"

2023 Micro Seal,
Overlay & Milling

Date: 3/28/2023
10/AM

Mr Peterson

\$ 5.11 per sq yd Grind Seal

Vance Bros.

\$ 4.60 sq yd Minor Seal

Mico Suriano

\$ 5.05 signed Travis Seal

Capital

\$ 3.38 1.50th

\$ 103.50 at 125. per acre right

\$ 80. per ton as in FOB

Christensen

\$ 5.50

\$121. per hour at 4 parking lot

\$ 73 Low FOR

ESS

\$ 3.00 contract, 4.15 cts.

\$ 76. FOB

\$ 116. to 123 parking lot

\$ _____

City of

*Moiberly!***BID SHEET**

Bids due by 10:00 a.m. on March 28, 2023

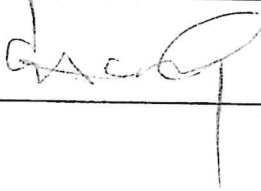
Micro Seal

Estimated Quantity:

29,559 sq. yd.Unit Price \$ 5.11 /sq. yd.*Five dollars and Eleven cent*

*Type II, FA24 Slag is to be used as aggregate mix.

*Please see attached Guideline (A143)

Company Name: Missouri Petroleum Products Company LLCSignature: 

City of

Moberly!

BID SHEET

Bids due by 10:00 a.m. on March 28, 2023

Micro Seal

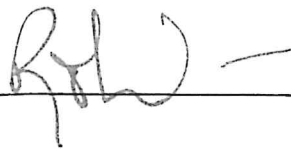
Estimated Quantity:

29,559 sq. yd.Unit Price \$ 4.60 /sq. yd.

Four dollars and sixty cents.

*Type II, FA24 Slag is to be used as aggregate mix.

*Please see attached Guideline (A143)

Company Name: Vance Brothers Inc.Signature: Robert A. Vance
Sr. Vice PresidentVANCE BROTHERS INC
CORPORATE SEAL
MISSOURI

VANCE BROTHERS INC (816) 923-4325

City of

*Moberly!***BID SHEET**

Bids due by 10:00 a.m. on March 28, 2023

Micro Seal

Estimated Quantity:

29,559 sq. yd.Unit Price \$ 5.05 /sq. yd.Total: \$ 149,272.95

*Type II, FA24 Slag is to be used as aggregate mix.

*Please see attached Guideline (A143)

Company Name: Microsurfacing Contractors, LLCSignature: Nicholas Ruhl
Nicholas Ruhl

City of

*Moberly!***BID SHEET**

Bids due March 28, 2023 at 10:00 A.M.

Milling Work

Contractor retains millings

Est. Quantity: 20,000 sq. yd.Unit Price \$ 3.38 /sq. yd.

City retains millings

Unit Price \$ 3.38 /sq. yd.**Street Overlay Type BP2 Mix**

Est. Quantity:

4,469 Tons

- tack coat required on paved streets

Unit Price \$ 103.50 /ton Streets
\$125/Ton Parking Lot**Street Overlay**

3,869 Tons			
BP-1, PG 64-22	Per Ton in Place	<u>\$103.50</u>	

Parking Lot Paving

600 Tons			
BP-1, PG 64-22	Per Ton In Place	<u>\$125.00</u>	

* FOB Asphalt Price BP-1 \$80.00 per ton - Capital Columbia Asphalt Plant

Company Name: Capital Paving & Construction LLCSignature: *[Signature]** \$11/ton
* Can complete in spring.

CITY OF

Moberly!

BID SHEET

Bids due March 28, 2023 at 10:00 A.M.

Milling Work

Contractor retains millings

Est. Quantity: 20,000 sq. yd.Unit Price \$ 5.50 /sq. yd.
FIVE DOLLARS FIFTY CENTS
City retains millingsUnit Price \$ 5.50 /sq. yd.
FIVE DOLLARS FIFTY CENTS**Street Overlay Type BP2 Mix**

Est. Quantity:

~~4,469 Tons~~

- tack coat required on paved streets.

PER CARLA IN DEVELOPMENT
OFFICEUnit Price \$ 73.00 /ton FOB
SEVENTY THREE DOLLARS PER TON
MONTH OF APRIL, SUBJECT TO
CHANGE EACH MONTH**Street Overlay**

3,869 Tons			
BP-1, PG 64-22	Per Ton in Place	121.50/ton	STREET PAVING

ONE HUNDRED TWENTY ONE DOLLARS AND FIFTY CENTS PER TON

Parking Lot Paving

600 Tons			
BP-1, PG 64-22	Per Ton In Place	121.50/ton	PARKING LOT PAVING

ONE HUNDRED TWENTY ONE DOLLARS AND FIFTY CENTS PER TON

Company Name:

CHRISTENSEN CONSTRUCTION CO.

Signature:

Kenny Kriss - BUSINESS MGR

Since
6,067 yd²
1,833 tons
\$227,760
@ 121.50/ton

573-814-3308
will get me a
price 12/15th week
* likely by May

City of

*Moberly!***BID SHEET****Bids due March 28, 2023 at 10:00 A.M.****Milling Work**

Contractor retains millings

Est. Quantity: 20,000 sq. yd.Unit Price \$ 3.00 /sq. yd.

City retains millings

Unit Price \$ 4.15 /sq. yd.**Street Overlay Type BP2 Mix**

For City to Pick up At Your Plant

- tack coat required on paved streets

Unit Price \$ 76.00 /ton

Note: FOB price based on plant at Macon, MO

Street Overlay

3,869 Tons			
BP-1, PG 64-22	Per Ton in Place	\$116.00/Ton	\$448,804.00

Parking Lot Paving

600 Tons			
BP-1, PG 64-22	Per Ton In Place	\$123.00/Ton	\$73,800.00

Note: Our Unit Prices for Street Overlay & Parking Lot Paving are based on the contractor retaining the millings generated from the Project and recycling the millings in the Asphalt Mix on the Project.

Company Name: Emery Sapp & Sons, Inc.Signature: *Mike Br...*

*✓ Mike Brnd
573-248-4103*

**
**

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#19.

Department: City Clerk

Date: January 16, 2024

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	<u>X</u> Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN DECEMBER 15, 2023, AND JANUARY 11, 2024, IN THE AMOUNT OF \$748,742.06.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	178,903.16
Payroll Fund	\$	46,560.01
Solid Waste Fund	\$	72,203.85
Heritage Hills Golf Course Fund	\$	3,834.00
Parks and Recreation Fund	\$	89,006.00
Airport Fund	\$	4,863.11
DNR Grant Fund	\$	19,263.70
Utilities Collection Fund	\$	2,831.86
Utilities Operating & Maintenance Fund	\$	149,584.94
Utilities Operating Reserve Fund	\$	22,840.99
Capital Improvement Trust Fund	\$	5,300.02
2021 EDA Grant Projects Fund	\$	17,723.61
Emergency Telephone Fund	\$	13,572.02
Transportation Trust Fund	\$	225.00
Street Improvement Fund	\$	8,720.97
Ameren MO Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Sales Tax Fund	\$	27,679.00
Downtown CID Property Tax Fund	\$	80,000.00
Total:	\$	748,742.06

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

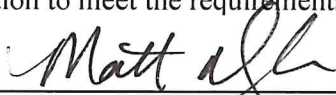
RESOLVED the 16th day of January 2024 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri unappropriated in the funds identified in this Resolution to meet the requirements of this Resolution.



City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95126	01/09/2024	94706	CALVERT, DAPHNE	134.36- V
95143	01/09/2024	95996	GOYEA-FURLONG EMILY	54.72- V
95144	01/09/2024	10778	HARRISON, DUSTIN	33.61- V
95185	01/09/2024	99541	UNTIEDT, BRANDON	224.83- V
95426	12/22/2023	10000	2RY ENTERPRISE LLC	795.00
95427	12/22/2023	10013	ABAN PEST CONTROL INC	215.00
95428	12/22/2023	10027	AMAZON CAPITAL SERVICES	393.52
95429	12/22/2023	10044	AT&T 5001	1,264.05
95430	12/22/2023	10044	AT&T 5001	4,082.02
95431	12/22/2023	10796	CASELLE INC	35,762.00
95432	12/22/2023	10127	CORE & MAIN LP	279.92
95433	12/22/2023	10138	CUNNINGHAM VOGEL & ROST PC	247.00
95434	12/22/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	11,742.00
95435	12/22/2023	95733	FLORISSANT PSYCHOLOGICAL SERV	300.00
95436	12/22/2023	10194	FUSION TECHNOLOGY LLC	1,681.54
95437	12/22/2023	10249	INOVATIA LABORATORIES LLC	476.45
95438	12/22/2023	10263	KINDER MACHINE TOOL	517.50
95439	12/22/2023	10263	KINDER MACHINE TOOL	70,000.00
95440	12/22/2023	10795	LIQUIDTEK LLC	5,500.00
95441	12/22/2023	10302	MATTOX ADVERTISING CO	187.00
95442	12/22/2023	10315	MFA INCORPORATED	312.50
95443	12/22/2023	10316	MFA OIL COMPANY	3,148.28
95444	12/22/2023	10317	MFA PROPANE	615.47
95445	12/22/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	712.50
95446	12/22/2023	97684	MOBERLY PLUMBING LLC	1,350.00
95447	12/22/2023	10366	MOPERM	2,715.00
95448	12/22/2023	10375	NEMO ELECTRIC CO INC	252.00
95449	12/22/2023	10378	NFM BUYER LLC	4,013.20
95450	12/22/2023	10760	OWENS, DANNY	200.00
95451	12/22/2023	10398	PEST PRO SOLUTIONS INC	365.00
95452	12/22/2023	10467	SESAC	581.00
95453	12/22/2023	99257	SYDENSTRICKER FARM & LAWN	91.83
95454	12/22/2023	99314	TERRACON CONSULTANTS INC	5,500.00
95455	12/22/2023	10525	UNITED WAY	1,002.05
95456	12/22/2023	10531	UTILITY SERVICE CO INC	22,172.13
95457	12/22/2023	10533	VALIC	1,130.00
95458	12/22/2023	10556	WESTLAKE HARDWARE	1,589.37
95459	12/22/2023	10569	WIRELESS USA	557.35
95460	12/29/2023	93957	ACE PIPE CLEANING INC	3,575.00
95461	12/29/2023	10019	AGEE, CARL W	1,544.00
95462	12/29/2023	10025	ALPHA MEDIA LLC	75.00
95463	12/29/2023	10027	AMAZON CAPITAL SERVICES	255.40
95464	12/29/2023	10747	AMERICAN PUBLIC WORKS ASSOCIATION	764.00
95465	12/29/2023	94132	ASCO POWER SERVICES INC	1,489.95
95466	12/29/2023	10046	ATCO INTERNATIONAL	395.70
95467	12/29/2023	10797	BAKER, CLINT	1,223.50
95468	12/29/2023	10066	BARTLETT & WEST	21,256.45
95469	12/29/2023	10080	BOB'S TIRE LLC	60.00
95470	12/29/2023	94593	BROWNFIELD OIL CO INC	208.00
95471	12/29/2023	10095	BUTLER SUPPLY INC	97.76
95472	12/29/2023	10796	CASELLE INC	750.00
95473	12/29/2023	10362	CHERRY ROAD MEDIA INC	485.00
95474	12/29/2023	10121	COE EQUIPMENT	2,650.47

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95475	12/29/2023	10127	CORE & MAIN LP	239.86
95476	12/29/2023	95106	CREATIVE PRODUCT SOURCE INC	429.88
95477	12/29/2023	10155	DMC CONCRETE CONSTRUCTION	8,400.00
95478	12/29/2023	10176	FASTENAL COMPANY	346.72
95479	12/29/2023	10197	GALLS LLC	219.34
95480	12/29/2023	10261	KB TIRE AND AUTO INC	22.50
95481	12/29/2023	10270	LAND/CHARITON COUNTY CONCRETE	2,026.25
95482	12/29/2023	10275	LEON UNIFORM COMPANY	647.25
95483	12/29/2023	10322	MIDWEST ENVIR CONSULTANTS INC	184.00
95484	12/29/2023	97567	MISSOURI DEPARTMENT OF NATURAL	600.00
95485	12/29/2023	10343	MISSOURI POLICE CHIEFS ASSOCIATION	225.00
95486	12/29/2023	10356	MO VOCATIONAL ENTERPRISES	34.70
95487	12/29/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	17,250.00
95488	12/29/2023	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	2,593.09
95489	12/29/2023	10389	PALMATORY'S	6,636.86
95490	12/29/2023	10397	PERSONNEL EVALUATION INC	25.00
95491	12/29/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	141.68
95492	12/29/2023	98155	POEPPING STONE BACH & ASSOCIATES INC	292.02
95493	12/29/2023	98702	SCHAEFER SURVEYING LLC	300.00
95494	12/29/2023	10489	SUGAR CREEK VETERINARY SERVICES	1,523.57
95495	12/29/2023	10492	SURVEYING & MAPPING LLC	225.00
95496	12/29/2023	10519	UNIFIRST CORPORATION	156.51
95497	12/29/2023	10520	UNITED FIRST AID & SAFETY LLC	91.38
95498	12/29/2023	10529	USA BLUE BOOK	172.73
95499	12/29/2023	10548	WATER & SEWER SUPPLY INC	293.20
95500	12/29/2023	10561	WILLIAMS KEEPERS LLC	10,000.00
95526	01/08/2024	10798	AGILIX SOLUTIONS	50.90
95527	01/08/2024	10027	AMAZON CAPITAL SERVICES	173.62
95528	01/08/2024	10028	AMEREN MISSOURI	34.05
95529	01/08/2024	10028	AMEREN MISSOURI	18.71
95530	01/08/2024	10044	AT&T 5001	13.44
95531	01/08/2024	10044	AT&T 5001	1,700.40
95532	01/08/2024	10079	BOB'S BUTCHER SHOP	83.31
95533	01/08/2024	10095	BUTLER SUPPLY INC	147.05
95534	01/08/2024	10098	CAPITAL ONE	2,502.80
95535	01/08/2024	10105	CASON BUILDING MAINTENANCE INC	2,463.70
95536	01/08/2024	95342	DINGES FIRE COMPANY	34,075.00
95537	01/08/2024	10176	FASTENAL COMPANY	146.02
95538	01/08/2024	10197	GALLS LLC	762.28
95539	01/08/2024	10223	HAWKINS INC	5,796.00
95540	01/08/2024	10234	HILLYARD - COLUMBIA	108.43
95541	01/08/2024	10244	HYDRO KINETICS	9,403.00
95542	01/08/2024	10601	JACKSON BROTHERS OF THE NORTH	199.00
95543	01/08/2024	10254	JACOBS ENGINEERING GROUP INC	22,731.61
95544	01/08/2024	10324	MIRMA	6,363.75
95545	01/08/2024	10335	MISSOURI DEPARTMENT OF REVENUE 840	.00 V
95546	01/08/2024	97630	MO DIVISON OF EMPLOYMENT SECUR	1,983.66
95547	01/08/2024	10357	MOBERLY AREA CHAMBER OF COMMERCE	12,000.00
95548	01/08/2024	10363	MOBERLY MOTOR COMPANY	35.45
95549	01/08/2024	10376	NEUMAYER EQUIPMENT CO INC	1,001.12
95550	01/08/2024	10459	SCHULTE SUPPLY INC	1,831.99
95551	01/08/2024	10485	STAPLES	644.70
95552	01/08/2024	99101	STARFISH AQUATICS INSTITUTE	749.00
95553	01/08/2024	10501	THOMAS HILL PUBLIC WATER SUPPLY	238.16
95554	01/08/2024	10607	T-MOBILE	1,707.75
95555	01/08/2024	10519	UNIFIRST CORPORATION	156.51
95556	01/08/2024	10527	US CELLULAR	419.36

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95557	01/08/2024	10102	WHITE CAP, L.P.	679.35
95558	01/08/2024	99809	WIEDEMAN, DAVID	664.00
95559	01/08/2024	10578	ZAMKUS AND ASSOCIATES LLC	1,000.00
95560	01/08/2024	10580	ZURCHER TIRE INC	186.00
95561	01/11/2024	10335	MISSOURI DEPARTMENT OF REVENUE 840	.00 V
95561	01/11/2024	97572	MISSOURI DEPT OF AGRICULTURE	100.00
95562	01/11/2024	10335	MISSOURI DEPARTMENT OF REVENUE 840	.00 V
95562	01/11/2024	93985	AERZEN USA CORP	2,107.40
95563	01/11/2024	10022	ALBERTS SHOE REPAIR	309.20
95564	01/11/2024	10027	AMAZON CAPITAL SERVICES	501.36
95565	01/11/2024	10028	AMEREN MISSOURI	167.07
95566	01/11/2024	10028	AMEREN MISSOURI	91.59
95567	01/11/2024	10028	AMEREN MISSOURI	58.08
95568	01/11/2024	10035	ARCHIVESOCIAL	5,990.00
95569	01/11/2024	10045	AT&T 5011	2,114.88
95570	01/11/2024	10053	AZAR PRINTING INC	2,540.00
95571	01/11/2024	94279	BATTERY OUTFITTERS	120.50
95572	01/11/2024	10695	BLUE CARDINAL CHEMICAL LLC	311.20
95573	01/11/2024	94404	BLUE VALLEY PUBLIC SAFETY INC	2,561.00
95574	01/11/2024	10080	BOB'S TIRE LLC	628.00
95575	01/11/2024	94468	BOTKINS TRUCKING LLC	941.09
95576	01/11/2024	10087	BRENDLINGER ENTERPRISES INC	943.00
95577	01/11/2024	94593	BROWNFIELD OIL CO INC	51.00
95578	01/11/2024	94789	CASSADY, SHANE	300.00
95579	01/11/2024	10121	COE EQUIPMENT	125.25
95580	01/11/2024	94990	COMPLETE FAMILY MEDICINE	314.00
95581	01/11/2024	10127	CORE & MAIN LP	1,946.51
95582	01/11/2024	10137	CUMMINS SALES & SERVICES	3,540.21
95583	01/11/2024	10141	DA-COM COLUMBIA LLC	215.80
95584	01/11/2024	10599	FLETCHERS EXCAVATING LLC	2,025.00
95585	01/11/2024	10189	FRANCOTYP-POSTALIA INC	210.00
95586	01/11/2024	10194	FUSION TECHNOLOGY LLC	1,236.57
95587	01/11/2024	10197	GALLS LLC	195.80
95588	01/11/2024	10800	GLACIER DOG SPORTS LLC	865.00
95589	01/11/2024	10207	GREEN HILLS VETERINARY CLINIC LLC	1,512.34
95590	01/11/2024	10234	HILLYARD - COLUMBIA	58.63
95591	01/11/2024	96500	IDEMIA IDENTITY & SECURITY LLC	338.00
95592	01/11/2024	10269	L & J DEVELOPMENT INC	58,286.19
95593	01/11/2024	97058	LINK, TROY	108.46
95594	01/11/2024	10294	MARTECK	120.00
95595	01/11/2024	10714	MARTEL, AMY	10,000.00
95596	01/11/2024	10301	MATHESON TRI GAS INC	218.55
95597	01/11/2024	10744	MAXIM GOLF LLC	3,834.00
95598	01/11/2024	10324	MIRMA	10,607.81
95599	01/11/2024	10355	MISSOURI 811	191.70
95600	01/11/2024	10348	MISSOURI STATE HIGHWAY PATROL	225.00
95601	01/11/2024	10357	MOBERLY AREA CHAMBER OF COMMERCE	2,541.00
95602	01/11/2024	10372	MUTTER FARMS LLC	3,077.92
95603	01/11/2024	10374	NAPA AUTO PARTS OF MOBERLY	2,599.37
95604	01/11/2024	10384	O'REILLY AUTOMOTIVE STORES INC	519.66
95605	01/11/2024	10399	PETTY CASH	6.50
95606	01/11/2024	10410	PRO PUMPING & HYDROJETTING LLC	1,194.00
95607	01/11/2024	10412	Q SECURITY SOLUTIONS LLC	223.00
95608	01/11/2024	10416	R P LUMBER COMPANY INC	1,723.08
95609	01/11/2024	10418	RANDOLPH AREA YMCA	2,384.00
95610	01/11/2024	10425	RANDOLPH COUNTY SHELTERED INDUSTRIES	1,625.00
95611	01/11/2024	10788	RBW AGRICULTURAL FARM EQUIPMENT SALES	121.92

Check Number	Check Issue Date	Vendor Number	Payee	Amount	
95612	01/11/2024	10442	RSINET	180.00	
95613	01/11/2024	10444	SAFE PASSAGE	120.00	
95614	01/11/2024	98702	SCHAEFER SURVEYING LLC	240.00	
95615	01/11/2024	10464	SELF, CHARLES E	1,102.77	
95616	01/11/2024	10476	SOCKET	3,882.09	
95617	01/11/2024	10485	STAPLES	1,569.26	
95618	01/11/2024	10490	SUMNER ONE	215.36	
95619	01/11/2024	10503	THOMSON REUTERS-WEST	53.00	
95620	01/11/2024	10765	TRACTOR SUPPLY CREDIT PLAN	132.10	
95621	01/11/2024	10519	UNIFIRST CORPORATION	311.66	
95622	01/11/2024	10520	UNITED FIRST AID & SAFETY LLC	339.94	
95623	01/11/2024	10529	USA BLUE BOOK	844.29	
95624	01/11/2024	10530	USI INSURANCE SERVICE LLC	5,000.00	
95625	01/11/2024	10533	VALIC	1,130.00	
20231221	12/21/2023	10028	AMEREN MISSOURI	45,617.96	M
20240108	01/08/2024	10335	MISSOURI DEPARTMENT OF REVENUE 840	2,831.86	M
20240110	01/11/2024	10335	MISSOURI DEPARTMENT OF REVENUE 840	2,001.62	M
202302340	12/22/2023	10060	BANKCARD SERVICES	11,107.50	
202302341	12/22/2023	10169	ENTERPRISE FLEET MANAGEMENT TRUST	13,132.99	
202302342	12/29/2023	10336	MISSOURI LAGERS	42,904.48	
202302343	12/29/2023	10447	SAMS CLUB	912.71	
202302344	01/08/2024	10799	AMS PARTS	7,000.00	
202302345	01/08/2024	10365	MOBERLY SOLAR LLC	15,660.16	
202302346	01/08/2024	10559	WEX BANK	10,147.09	
202302347	01/11/2024	10546	WASTE MANAGEMENT SOLUTIONS	72,999.53	
Grand Totals:				748,742.06	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	371.04	.00	371.04
100.000.1601	2,040.97	.00	2,040.97
100.000.2000	250.79	179,153.95-	178,903.16-
100.000.2302	8.99	.00	8.99
100.000.2305	1,784.46	23.00-	1,761.46
100.000.2306	79.92	.00	79.92
100.001.5200	167.64	.00	167.64
100.001.5211	42.98	.00	42.98
100.002.5200	19.10	.00	19.10
100.002.5201	109.37	.00	109.37
100.002.5211	35.99	.00	35.99
100.002.5406	5,990.00	.00	5,990.00
100.003.5200	30.91	.00	30.91
100.003.5211	36.06	.00	36.06
100.003.5404	311.75	.00	311.75
100.003.5406	6,500.00	.00	6,500.00
100.003.5806	164.98	.00	164.98
100.004.5211	35.99	.00	35.99
100.004.5404	53.00	.00	53.00
100.005.5200	254.35	.00	254.35
100.005.5211	201.27	.00	201.27
100.005.5406	2,217.75	.00	2,217.75
100.005.5418	664.00	.00	664.00

GL Account	Debit	Credit	Proof
100.005.5419	29.00	.00	29.00
100.006.5211	36.22	.00	36.22
100.006.5218	3,142.35	.00	3,142.35
100.007.5107	696.54	.00	696.54
100.007.5200	1,784.27	20.79-	1,763.48
100.007.5204	180.43	.00	180.43
100.007.5205	3,011.97	9.30-	3,002.67
100.007.5206	566.25	.00	566.25
100.007.5208	347.21	.00	347.21
100.007.5209	709.98	.00	709.98
100.007.5211	260.20	.00	260.20
100.007.5217	307.53	.00	307.53
100.007.5220	55.84	.00	55.84
100.007.5306	225.00	.00	225.00
100.007.5307	467.85	.00	467.85
100.007.5308	168.00	.00	168.00
100.007.5311	338.00	.00	338.00
100.007.5402	250.00	.00	250.00
100.007.5403	360.38	.00	360.38
100.007.5404	225.00	.00	225.00
100.007.5406	2,282.00	.00	2,282.00
100.007.5503	215.80	.00	215.80
100.007.5806	1,312.00	.00	1,312.00
100.007.5807	38.61	.00	38.61
100.008.5107	705.28	.00	705.28
100.008.5200	679.96	.00	679.96
100.008.5204	291.22	.00	291.22
100.008.5205	1,523.38	9.30-	1,514.08
100.008.5209	955.80	.00	955.80
100.008.5211	370.61	.00	370.61
100.008.5300	153.67	.00	153.67
100.008.5307	89.50	.00	89.50
100.008.5308	22.50	.00	22.50
100.008.5309	10,177.07	.00	10,177.07
100.008.5311	8.10	.00	8.10
100.008.5403	364.97	.00	364.97
100.008.5406	207.00	.00	207.00
100.008.5502	34,075.00	.00	34,075.00
100.008.5507	799.55	.00	799.55
100.008.5806	249.48	.00	249.48
100.008.5807	1,116.12	.00	1,116.12
100.008.5813	52.76	.00	52.76
100.009.5200	1,448.20	.00	1,448.20
100.009.5205	2,207.16	9.31-	2,197.85
100.009.5206	77.94	.00	77.94
100.009.5211	258.37	.00	258.37
100.009.5300	238.27	58.67-	179.60
100.009.5309	471.78	17.18-	454.60
100.009.5310	7,264.74	.00	7,264.74
100.009.5311	434.55	36.51-	398.04
100.009.5404	764.00	.00	764.00
100.009.5406	426.25	.00	426.25
100.009.5813	51.98	.00	51.98
100.010.5200	177.60	.00	177.60
100.010.5209	436.71	.00	436.71
100.010.5211	87.68	.00	87.68
100.010.5305	39.96	.00	39.96

GL Account	Debit	Credit	Proof
100.010.5406	2,381.25	.00	2,381.25
100.010.5813	26.44	.00	26.44
100.011.5200	59.23	.00	59.23
100.011.5204	481.52	.00	481.52
100.011.5209	472.60	.00	472.60
100.011.5300	943.00	.00	943.00
100.011.5406	2,323.70	.00	2,323.70
100.011.5507	768.69	.00	768.69
100.012.5209	54.48	.00	54.48
100.012.5211	35.99	.00	35.99
100.012.5311	2,561.00	.00	2,561.00
100.013.5203	210.00	.00	210.00
100.013.5205	193.67	9.30-	184.37
100.013.5209	362.12	.00	362.12
100.013.5210	13,603.52	.00	13,603.52
100.013.5211	1,997.97	.00	1,997.97
100.013.5308	23.00	.00	23.00
100.013.5403	21,104.14	.00	21,104.14
100.013.5405	5,000.00	.00	5,000.00
100.013.5406	5,000.00	.00	5,000.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5802	3,498.66	.00	3,498.66
100.013.5806	7,663.00	.00	7,663.00
100.013.5808	23.96	.00	23.96
100.013.5813	241.21	.00	241.21
100.014.5200	63.52	.00	63.52
100.014.5204	103.00	.00	103.00
100.014.5209	258.66	.00	258.66
100.014.5300	766.23	.00	766.23
100.019.5209	15.24	.00	15.24
100.020.5204	103.00	.00	103.00
100.020.5209	263.89	.00	263.89
100.020.5406	175.00	.00	175.00
100.021.5406	1,366.88	57.43-	1,309.45
105.000.2000	447.52	47,007.53-	46,560.01-
105.000.2603	4,103.05	447.52-	3,655.53
105.000.5102	42,904.48	.00	42,904.48
110.000.2000	.00	72,203.85-	72,203.85-
110.000.2202	72,168.91	.00	72,168.91
110.033.5209	34.94	.00	34.94
114.000.2000	.00	3,834.00-	3,834.00-
114.000.5406	3,834.00	.00	3,834.00
115.000.2000	120.48	89,126.48-	89,006.00-
115.040.5200	42.75	.00	42.75
115.040.5204	761.45	.00	761.45
115.040.5209	1,120.70	.00	1,120.70
115.040.5211	88.46	.00	88.46
115.040.5311	1,102.77	.00	1,102.77
115.041.5200	1,435.01	.00	1,435.01
115.041.5204	1,020.57	.00	1,020.57
115.041.5205	1,016.42	9.30-	1,007.12
115.041.5206	331.15	.00	331.15
115.041.5209	2,325.78	.00	2,325.78
115.041.5211	123.67	.00	123.67
115.041.5300	1,545.04	.00	1,545.04
115.041.5302	275.74	.00	275.74
115.041.5305	941.42	.00	941.42

GL Account	Debit	Credit	Proof
115.041.5309	635.00	.00	635.00
115.041.5311	1,814.93	111.18-	1,703.75
115.041.5402	196.55	.00	196.55
115.041.5406	1,256.00	.00	1,256.00
115.041.5502	58,286.19	.00	58,286.19
115.041.5507	1,881.15	.00	1,881.15
115.041.5813	411.77	.00	411.77
115.042.5209	256.62	.00	256.62
115.042.5211	51.69	.00	51.69
115.042.5311	500.00	.00	500.00
115.042.5406	815.00	.00	815.00
115.043.5204	6.50	.00	6.50
115.043.5214	3,212.76	.00	3,212.76
115.044.5200	338.06	.00	338.06
115.044.5204	136.36	.00	136.36
115.044.5209	263.89	.00	263.89
115.044.5211	71.98	.00	71.98
115.044.5212	727.64	.00	727.64
115.044.5406	721.50	.00	721.50
115.044.5500	1,509.64	.00	1,509.64
115.044.5507	563.22	.00	563.22
115.044.5807	325.27	.00	325.27
115.048.5200	244.13	.00	244.13
115.048.5209	357.11	.00	357.11
115.048.5211	150.40	.00	150.40
115.048.5214	79.76	.00	79.76
115.048.5300	110.16	.00	110.16
115.048.5302	275.06	.00	275.06
115.048.5305	130.39	.00	130.39
115.048.5311	1,059.99	.00	1,059.99
115.048.5406	111.00	.00	111.00
115.048.5507	495.83	.00	495.83
120.000.2000	2,001.62	6,864.73-	4,863.11-
120.000.5200	27.97	.00	27.97
120.000.5204	113.20	.00	113.20
120.000.5209	526.36	.00	526.36
120.000.5211	207.61	.00	207.61
120.000.5300	115.99	.00	115.99
120.000.5311	1,347.92	.00	1,347.92
120.000.5319	240.00	.00	240.00
120.000.5406	184.00	.00	184.00
120.000.5804	4,003.24	2,001.62-	2,001.62
120.000.5813	98.44	.00	98.44
136.000.2000	.00	19,263.70-	19,263.70-
136.160.5408	19,263.70	.00	19,263.70
300.000.2000	5,663.72	8,495.58-	2,831.86-
300.000.2100	8,495.58	5,663.72-	2,831.86
301.000.2000	37.23	149,622.17-	149,584.94-
301.110.5200	19.10	.00	19.10
301.110.5202	44.87	.00	44.87
301.110.5206	13.00	.00	13.00
301.110.5211	229.67	.00	229.67
301.110.5308	61.00	.00	61.00
301.110.5403	17,881.00	.00	17,881.00
301.110.5405	5,000.00	.00	5,000.00
301.110.5507	325.43	.00	325.43
301.110.5806	10.40	.00	10.40

GL Account	Debit	Credit	Proof
301.110.5807	65.08	.00	65.08
301.112.5201	246.66	.00	246.66
301.112.5204	55.14	.00	55.14
301.112.5205	1,921.21	9.31-	1,911.90
301.112.5206	217.05	.00	217.05
301.112.5209	490.14	.00	490.14
301.112.5211	219.18	.00	219.18
301.112.5213	1,637.94	.00	1,637.94
301.112.5300	7.98	.00	7.98
301.112.5309	188.53	.00	188.53
301.112.5310	2,794.46	.00	2,794.46
301.112.5311	27.75	.00	27.75
301.112.5312	1,831.99	.00	1,831.99
301.112.5313	12,305.68	.00	12,305.68
301.112.5314	4,350.06	.00	4,350.06
301.112.5406	191.70	.00	191.70
301.112.5507	3,591.78	.00	3,591.78
301.112.5806	34.31	.00	34.31
301.113.5200	706.90	.00	706.90
301.113.5201	248.00	.00	248.00
301.113.5205	302.84	9.31-	293.53
301.113.5207	5,796.00	.00	5,796.00
301.113.5209	6,917.25	.00	6,917.25
301.113.5211	160.17	.00	160.17
301.113.5216	534.55	.00	534.55
301.113.5311	9,734.20	.00	9,734.20
301.113.5402	600.00	.00	600.00
301.113.5406	22,172.13	.00	22,172.13
301.113.5507	883.06	.00	883.06
301.114.5200	41.88	.00	41.88
301.114.5201	34.06	.00	34.06
301.114.5205	2,777.67	9.31-	2,768.36
301.114.5206	309.20	.00	309.20
301.114.5207	11,742.00	.00	11,742.00
301.114.5209	16,983.68	.00	16,983.68
301.114.5211	230.88	.00	230.88
301.114.5212	75.00	.00	75.00
301.114.5217	257.20	.00	257.20
301.114.5300	18.99	.00	18.99
301.114.5303	4,137.84	.00	4,137.84
301.114.5304	8,324.50	.00	8,324.50
301.114.5309	183.84	.00	183.84
301.114.5406	35.00	.00	35.00
301.114.5417	476.45	.00	476.45
301.114.5507	800.54	.00	800.54
301.114.5807	202.93	.00	202.93
301.115.5205	53.75	9.30-	44.45
301.115.5209	218.33	.00	218.33
301.115.5211	35.99	.00	35.99
301.115.5404	79.00	.00	79.00
301.115.5507	787.23	.00	787.23
303.000.2000	.00	22,840.99-	22,840.99-
303.000.5500	5,869.43	.00	5,869.43
303.000.5809	16,971.56	.00	16,971.56
304.000.2000	.00	5,300.02-	5,300.02-
304.000.5408	5,300.02	.00	5,300.02
350.000.2000	.00	17,723.61-	17,723.61-

GL Account	Debit	Credit	Proof
350.180.5408	1,170.00	.00	1,170.00
350.181.5408	2,252.70	.00	2,252.70
350.182.5408	8,931.20	.00	8,931.20
350.183.5408	2,210.00	.00	2,210.00
350.184.5408	3,159.71	.00	3,159.71
400.000.2000	.00	13,572.02-	13,572.02-
400.000.5107	46.53	.00	46.53
400.000.5209	58.08	.00	58.08
400.000.5211	9,872.55	.00	9,872.55
400.000.5307	2,807.15	.00	2,807.15
400.000.5403	787.71	.00	787.71
600.000.2000	.00	225.00-	225.00-
600.159.5408	225.00	.00	225.00
601.000.2000	.00	8,720.97-	8,720.97-
601.000.5302	6,484.46	.00	6,484.46
601.000.5507	2,236.51	.00	2,236.51
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-
906.000.5500	3,910.33	.00	3,910.33
911.000.2000	.00	27,679.00-	27,679.00-
911.000.5212	540.00	.00	540.00
911.000.5406	25,692.00	.00	25,692.00
911.000.5700	247.00	.00	247.00
911.000.5802	1,200.00	.00	1,200.00
912.000.2000	.00	80,000.00-	80,000.00-
912.000.5419	10,000.00	.00	10,000.00
912.000.5502	70,000.00	.00	70,000.00
Grand Totals:	765,784.78	765,784.78-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: #20.

Department: City Clerk

Date: January 16, 2024

Agenda Item: Department Head Monthly Reports.

Summary: Attached are monthly reports for the following City Departments:

Community Development/Public Works
Finance Department
Parks and Recreation
Police Department
Fire Department
Public Utilities
Moberly Area Economic Development Corporation
Moberly Chamber of Commerce

These are for you to review on the activity that each Department has accomplished for the Month of December 2023.

Recommended

Action: Informational only.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" 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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

December 2023

A. PROJECTS

Community Development

Downtown Parking Study – Contract with Walker is executed; I anticipate this being completed in 30 days or so. No on-site visit, they will be working from aerials, traffic counts and road dimensions.

Demolition – Holman completed the original 5 structures and 1 add on by St. Pius. We have some others coming up soon, with several more than need to be taken out. We have less than \$30K left to get us through July, and that is also the fund we address administrative abatements through as well. Costs continue to climb; ongoing funding will be critical to getting these removed. On a positive note, we still have a good amount of interest for the infill lots. While it's a slow recovery of spent funds, the utilities and taxes will eventually recover our costs and it provide critical housing for the community.

We are still anticipating a couple of larger commercial demolitions in our not-too-distant future. I am hopeful that we can acquire some grant funding for one and the other would have enough residual value to cover our demolition expenses.

Wayfinding Signage – The agreement is executed and hope to see an initial draft for the bid packet in the next 30 days.

Jr High Apartments – Last Friday, we received some of the most promising news yet. Ken Nuernberger called excited to let me know that MHDC has signed off on the funding they needed to move forward. He anticipates closing on the property in 30 days or less.

Infill Housing Continues to Progress – We have had more interest in lots on Johnson and have requests for additional lots with plans in the work by multiple developers. With interest rates still being somewhat higher than the last several years, more developers are looking at rental vs. owner occupied, but still interested in both.

Occupancy Inspection – With some of the staffing revisions with a full-time property maintenance code officer, our occupancy inspector will be devoting more of his non-inspection time to tracking down properties that have skirted the inspection by keeping the water service in their name and not having occupants name on file with the water office. Identifying these is one thing, having the teeth to address will be another. We will continue to make efforts to address.

Fennel Building - We are finishing window installation at the Fennel (2 weeks with decent weather) and then will be focusing our efforts on the airport two-story renovation work. Hope to have that useable for this summer's events/activities.

Grants/Funding

Industrial Park Street Development - Working with the RR to try and get a pave over agreement in place where Robertson Road Extension will cross the tracks that terminate on our City property on Fowler. We have a draft, but there were several questions as to what that will commit us to if they ever want to reopen the tracks for service.

ARPA Fennel Comm. Rev. - design engineering is moving forward, once we have a project design to put out for bid, we can see where we are at on cost and determine what adjustments we will have to make to get a useable facility.

ARPA Stormwater – We are working with RR and other property owners to consider areas for drainage ways and detention facilities. We have also plugged in the reconstruction of Schueneman which was destroyed by lack of drainage and water lying in and over the road. We have a few alternatives we are going to add into the project so that can be assured that we can utilize all of the funding that was approved on this project as it was \$5M with only \$1 match. We do not want to leave anything on the table.

Public Relations December Report - Zoey

- Contacting Airbnb and vrbo weekly for updates on lodging tax changes
- Department updates on website, including updating information, staff, business resources and descriptions
- Continuing the development of the new city app, created report a concern and places module, in process of getting google authorization for app store downloads and apple developer account.
- Stormwater and HHW articles published by Rachel, edited, added to the site, and promoted on Facebook by me.
- Looked into and met with my civic on website accessibility for impaired citizens, still searching for companies that allow packages or bundling.
- Additional Facebook and graphic projects: Posting job openings, HHW material pick up and drop off advertising, seasonal graphics.
- Promotion of ice rink and Christmas tree

Public Works

Urbandale Pillars - The bases were poured by the end of 2023, L&J was to start work on relocation in the first two weeks of January, however weather has put that on hold. I have had him communicate that to some of the Urbandale project supporters, so they know where the project stands. To recap, the City is involved as they were in our r/w. We are only funding \$2,000 and the remainder is funded by donations through Moberly Community Foundation (formerly NOMO). The City's main focus is getting them off the r/w, but are somewhat left with coordinating the project with the contractor.

My Maintenance - The first week identified several items and they were followed up with. The winter weather has impacted the efforts on this program; however, we do not have a large number of issues outside of the summer months. Signage is overall in very good condition, most of our issues came from weeds/brush that will be summer tasks. I will continue to dial this in where we are getting at least a work through our areas once a month regardless so we know eyes have been on everything so we do not have lingering problems that should have been addressed.

Sidewalk/Concrete Walk - We still have a few sidewalk projects on the list, utilities have been keeping them busy with utility cut repairs. We have a few street projects for patch work, with the most significant being numerous areas in Meadowbrook where trash trucks have pushed the curbs up out of the ground. Getting these repaired over the next couple of years and then the road overlayed should address it adequately. Flat drainage and ponding water have contributed to the street failures in that area.

Airport

Farming Agreement for Airport - with John Lueke was executed. The rate we got on that was well above anticipated and its locked in for 5 years. That will be a positive source of income for the facility.

Should be approving the renewal of excavation agreement with our current contractor. Staff were very happy with their work and responsiveness.

We are looking forward to some surveying to clean up some problem areas and layout some areas that can fill in some additional spaces.

There was one (1) grave lots sold; five (5) graves opened; and three (3) monument permits sold during the month of December.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly did not hold a meeting in December 2023.

C. Code Enforcement

Wegg's Building, 200 Block of N Clark St – The owner of this property has moved back to town and has indicated that he is willing to address it. It is well beyond the agreed upon terms and he will need to provide us with a list of his proposed work and timing, if acceptable, we would ask for a new agreement with some hard deadlines for phases of the work. It has set too long and we either need to get it back and deal with it, or make sure we have measure in place that he takes care of in a short time frame.

We will be working with our new code enforcement person, Becky Bonuchi to get her familiar with our issues, concerns and looking at how to try and address them more effectively.

Month of December: Mark

- 50 Inspection and reinspection's
- Drove checking on violations
- Sent out letters on violations

Month of December: David

- | | |
|--|------|
| • Planning & Zoning | 5% |
| • Commercial Inspections | 10 % |
| • Residential New Construction Inspections | 40% |
| • Residential Remodel Inspections | 10% |
| • Office File System Organized | 5% |
| • Letters of City Violations | 5% |
| • Calling and answering residents on complaints | 20% |
| • Discussing Codes with Contractors & Residents that come in | 5% |

Month of December: Aaron

No planning and zoning activity at this time.

Historic Preservation conversations centered around signage, PPI Grant applications, and Occupancy inspections.

Assisted the new Nuisance Compliance Officer with training and answering questions about procedure and historical accounts of past viola

The Alternative Education Building completed project and opened for classes on January 3, 2024. Have exchanged emails and communication with several firms and owners with respect to expectations for change of use with commercial buildings. Several inspections in Eagle Tree Ridge and Dream Moore Falls this past month getting things ready for the winter. Some new infill inspections were completed as well.

Yearly numbers were tallied during the end of the month and a record setting year was experienced in 2023. The following are some numbers associated with construction this past year.

Residential New Building Permits issued for Single- and Two-Family Development: 61 Structures, 78 Dwelling Units.

This does not include the increased number of remodels and commercial projects. We worked through about 8 new commercial projects and 4 remodel of existing commercial projects this past year.

I personally also worked through Demolition of 8 structures by the City of Moberly and another 4-5 private demolitions by individuals. There are currently 2 pending demolitions on the private side at this time. In addition to those demolitions, we are beginning our next round of dangerous building notices and show cause hearings on 15 properties with hopes to clear for demolition 10-12 of them.

City of Moberly - Street Department

Dec.-23

MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	11	0	76	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	0	0	0	0	\$0.00
Winter Weather Equipment Preparations	56	0	0	0	\$0.00

ROADS & ALLEYWAYS

	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	8	0	0	7	\$0.00
Catch Basin Maintenance	16	0	0	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	6	0	0	0	\$0.00
Ditch Maintenance	7	0	0	0	\$0.00
Ice & Snow Removal	24	0	0	1.5	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	8	0	0	7	\$0.00
Street Repair & Maintenance	399	0	5	0	\$0.00

Street Sign Maintenance	16	0	0	0	\$0.00	#20.
Street Sweeper Operation	99.5	0	39	0	\$0.00	
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Streets	16	0	0	0	\$0.00	
Weedkiller Application, Alleys	0	0	0	0	\$0.00	
Weedkiller Application, Streets	0	0	0	0	\$0.00	
MISCELLANEOUS						
	Hours	O/T	Loads	Tons	Cost	
Inmate Labor	665	0	0	0	\$0.00	
Mowing, City Lots	0	0	0	0	\$0.00	
Outer Road Fill Dump Site Grading	43	0	0	0	\$0.00	
Sidewalk Maintenance	34	0	0	0	\$0.00	
Trash Removal & Clean-Up, Downtown	16	0	52	0	\$0.00	
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00	
FACILITIES & EQUIPMENT MAINTENANCE						
	Hours	O/T	Loads	Tons	Cost	
Airport Maintenance	8	0	0	0	\$0.00	
Building Maintenance	112	0	0	0	\$0.00	
Cemetery Maintenance	135	0	0	0	\$0.00	
Grounds Maintenance	51	0	0	0	\$0.00	
Landfill Maintenance	4	0	0	0	\$0.00	
Maintenance Facility Maintenance	31	0	0	0	\$0.00	
Wash Trucks & Equipment	69	0	0	0	\$0.00	
MATERIALS PURCHASED						
	Loads	Tons	Cubic Yards	Gallons	Cost	
Asphalt	0	0	0	0	\$0.00	
Road Marking Paint, White	0	0	0	0	\$0.00	
Road Marking Paint, Yellow	0	0	0	0	\$0.00	
Salt	0	0	0	0	\$0.00	
Sand	0	0	0	0	\$0.00	
MECHANIC WORK PERFORMED						
	Units	Hours				
Routine Service	15	41				
Maintenance And Repair	38	79				

402

City of *Moberly!*

To: Moberly City Council; Randall Thompson, Interim City Manager

From: Matt Douglass, Finance Director *Matt Douglass*

Subject: Monthly Report – December 2023

General Information

- ✚ Sales and use tax revenues continue to be well above last year's amount and the budgeted amount.
- ✚ Preparations for the 2024-2025 Budget have begun. Budget requests will be distributed to department heads on Jan. 19th, and all requests will be due to the Finance department at the end of February. Departmental presentations to the Council are tentatively scheduled for April 22nd.
- ✚ January is MIRMA renewal month. MIRMA requires several documents as part of the renewal process and the Finance department is busy getting those prepared. At the end of the month, Jeff Arp from MIRMA will be here to review our loss control activities from 2023 such as, required safety training, facility inspections, job site inspections, playground inspections, vehicle inspections, employee driving evaluations, and fulfillment of prior year recommendations. The City consistently scores above 90% on these evaluations, which qualifies us for a credit on the 2024-2025 invoice due in June.
- ✚ December is typically a difficult month for the Health Trust Fund balance and 2023 was no different. We had much higher-than-average claims which drew down fund balance by about \$100K. Two reinsurance payments from our stop-loss carrier have already been received in January totaling over \$50K to help build the fund balance back up.
- ✚ A report was received from Gardner Solar showing actual solar production versus the guaranteed amount. Actual production was less in 2023 and Gardner Solar is sending a check to Moberly for about \$5,000 to make up the difference. Matt Douglass has a call with them in January to review the calculations. The money will be put in the Solar Systems Settlement Fund and used to offset future lease payments.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+3.5%	Parks	+3.6%	Capital Improvement	+3.6%
Transportation	+3.6%	Use Tax	+36.4%	Downtown CID	+37.8%

Employee Health Insurance

Health claims	\$226,313.91	Pharmaceutical claims	\$19,653.20
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Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$114,179.41	\$5,100.00	\$119,279.41	\$1,578,408.96	\$873,647.12

Health Trust Fund Cash Balance


	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
July	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83	\$396,277.33	\$363,078.78
August	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46	\$425,417.39	\$344,953.69
September	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	\$406,745.91	\$360,975.54
October	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	\$435,605.63	\$399,715.27
November	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	\$355,851.03	\$353,905.68
December	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	\$153,538.63	\$245,035.72
January	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	\$140,640.39	
February	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	\$312,434.63	
March	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	\$290,958.93	
April	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	\$228,595.23	
May	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	\$337,349.11	
June	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	\$352,279.12	

TO THE HONORABLE MAYOR
and
CITY COUNCIL
of the
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement
of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of December 2023.


Matthew P. Douglass, City Treasurer

City of Moberly Cash Balance Report - December 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,320,008.41	703,768.13	-	649,531.39	20,833.33	2,353,411.82
102	Non-Resident Lodging Tax	197,797.78	26,149.80	-	-	-	223,947.58
105	Payroll	531,294.23	1,626.42	-	(891.40)	-	533,812.05
110	Solid Waste	833,514.20	114,842.75	-	92,471.36	-	855,885.59
114	Heritage Hills Golf Course	-	-	3,834.00	3,834.00	-	-
115	Parks and Recreation	(12,908.62)	17,260.12	104,296.32	119,207.21	-	(10,559.39)
116	Park Sales Tax	598,141.38	162,869.47	-	-	108,130.32	652,880.53
120	Airport	(189,344.93)	38,678.25	-	15,904.06	-	(166,570.74)
125	Perpetual Care Cemetery Sales	12,628.23	500.00	-	-	-	13,128.23
126	Perpetual Care Cemetery Investment	550,987.72	1,725.37	-	-	-	552,713.09
135	ARPA Grant Fund	2,696,585.52	8,254.90	-	-	-	2,704,840.42
136	ARPA Grant Projects Fund	(24,900.13)	-	-	35,128.70	-	(60,028.83)
137	Use Tax Trust	260,460.84	797.33	-	-	-	261,258.17
140	Veterans Memorial Flag Project	41,009.06	775.54	-	-	-	41,784.60
300	Utilities Collection	-	536,777.31	-	49,003.98	487,773.33	-
301	Utilities Operation and Maintenance	(12,138.78)	-	335,360.92	325,111.51	-	(1,889.37)
302	Utilities Replacement	754,033.58	-	4,125.00	-	-	758,158.58
303	Utilities Operating Reserve	434,965.20	3,639.81	21,961.23	6,202.76	-	454,363.48
306	Utilities Consumer Security	204,562.56	-	-	59.00	-	204,503.56
307	Sugar Creek Lake Fund	66,792.48	354.47	-	-	-	67,146.95
314	Route JJ Sewer Extension Fund	(374,285.48)	-	-	-	-	(374,285.48)
350	EDA Grant Projects Fund	(2,292,030.40)	-	-	103,935.00	-	(2,395,965.40)
377	2004B SRF Bonds Debt Service	1,306,526.82	3,999.59	42,427.55	38,112.13	-	1,314,841.83
378	2006A SRF Bonds Debt Service	1,937,100.77	5,929.93	34,273.65	27,276.65	-	1,950,027.70
379	2004C Bond Debt Service	207,768.54	636.03	29,934.58	26,448.94	-	211,890.21
380	2008A Bonds Debt Service	118,886.15	363.94	14,569.86	-	-	133,819.95
381	ESP Projects Debt Service	208,536.52	638.38	49,624.98	-	-	258,799.88
Escrow		1,026,212.66	-	-	-	-	1,026,212.66
(funds 300-381 + escrow)		3,586,930.62	552,339.46	532,277.77	576,149.97	487,773.33	3,607,624.55
304	Capital Improvement Trust	1,295,115.10	141,877.99	-	7,772.02	54,587.77	1,374,633.30
400	911 Emergency Telephone	51,640.15	18,792.49	20,833.33	50,443.31	-	40,822.66
406	Inmate Security Fund	20,353.71	3,005.81	-	-	-	23,359.52
408	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	2,760,881.84	147,320.50	-	55,141.80	-	2,853,060.54
601	Street Improvement	529,491.92	47,086.46	-	65,013.04	-	511,565.34
900	MODAG Grant/Loan	22,818.48	69.85	-	-	-	22,888.33
901	Misc. Project Residuals	157,130.44	481.01	-	-	-	157,611.45

City of Moberly Cash Balance Report - December 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
903	Ameren MO Solar Rebates	334,949.23	-	-	1,719.49	-	333,229.74
904	Hometown Strong Fund	-	-	-	-	-	-
905	Retail Consulting Fund	17,378.12	53.20	-	-	-	17,431.32
906	Solar Systems Settlement Fund	735,062.41	-	-	3,910.33	-	731,152.08
908	Railcar Preservation Fund	672.93	2.06	-	-	-	674.99
909	Lucille Manor CDBG Reimbursement	242,167.23	9,970.09	-	-	-	252,137.32
911	Downtown CID Sales Tax	183,759.51	13,045.63	-	30,537.00	-	166,268.14
912	Downtown CID Property Tax	277,737.59	1,549.45	-	74,398.84	1,733.84	203,154.36
914	Downtown NID Cost of Issuance	-	-	-	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	88,641.84	271.35	11,817.17	-	-	100,730.36
919	Downtown Hotel Fund	-	-	-	-	-	-
995	Health Trust	354,125.37	187,234.56	-	296,324.21	-	245,035.72
995	Investments	-	-	-	-	-	-
Total Health Trust		354,125.37	187,234.56	-	296,324.21	-	245,035.72
Total Cash		20,128,130.18	2,200,347.99	673,058.59	2,076,595.33	673,058.59	20,251,882.84

City of Moberly Budget Comparison Report - December 2023

Percentage of Year Completed										50.00%
Revenues					Expenditures					
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	703,768.13	4,292,856.34	11,868,752.18	36.17%	701,693.78	4,745,159.55	11,868,752.18	39.98%	
102	Non-Resident Lodging Tax	26,149.80	73,256.82	117,000.00	62.61%	0.00	57,200.00	116,240.00	49.21%	
105	Payroll	1,626.42	10,267.88	0.00	0.00%	-1,133.68	44,072.26	0.00	0.00%	
110	Solid Waste	114,842.75	655,500.57	1,308,000.00	50.11%	92,408.85	633,660.54	1,347,630.00	47.02%	
114	Heritage Hills Golf Course	3,834.00	139,138.01	162,134.00	85.82%	3,834.00	139,138.01	162,134.00	85.82%	
115	Parks and Recreation	121,556.44	1,393,083.65	3,157,412.83	44.12%	121,556.44	1,393,083.65	3,157,412.83	44.12%	
116	Park Sales Tax	162,869.47	889,163.50	1,695,000.00	52.46%	108,130.32	1,324,160.87	1,888,207.83	70.13%	
120	Airport	38,678.25	224,909.75	608,333.45	36.97%	16,363.68	223,784.47	607,083.63	36.86%	
125	Perpetual Care Cemetery Sales	500.00	12,419.00	25,000.00	49.68%	0.00	0.00	25,000.00	0.00%	
126	Perpetual Care Cemetery Investment	1,725.37	10,409.09	39,500.00	26.35%	0.00	0.00	14,500.00	0.00%	
135	ARPA Grant Fund	8,254.90	50,018.97	65,000.00	76.95%	0.00	2,200.00	2,000,000.00	0.11%	
48	ARPA Grant Projects Fund	0.00	0.00	7,074,999.00	0.00%	35,128.70	60,028.83	7,199,999.00	0.83%	
300	Veterans Memorial Flag Project	775.54	2,830.73	2,500.00	113.23%	80.00	1,562.76	1,000.00	156.28%	
301	Utilities Collection	536,777.31	3,671,671.04	7,928,925.28	46.31%	537,395.72	3,695,567.49	7,928,925.28	46.61%	
302	Utilities Operation and Maintenance	335,360.92	2,664,601.24	5,716,192.99	46.61%	335,360.92	2,664,601.24	5,716,192.99	46.61%	
303	Utilities Replacement	4,125.00	24,750.00	49,500.00	50.00%	0.00	0.00	0.00	0.00%	
304	Utilities Operating Reserve	25,601.04	-27,143.88	183,729.09	-14.77%	6,202.76	334,156.26	107,159.15	311.83%	
307	Capital Improvement Trust	141,877.99	779,199.44	1,496,000.00	52.09%	62,359.79	387,550.89	984,813.35	39.35%	
314	Sugar Creek Lake Fund	354.47	2,433.45	3,000.00	81.12%	0.00	0.00	0.00	0.00%	
350	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	0.00	5,478.59	1,372,148.00	0.40%	
377	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	103,935.00	787,796.32	6,030,282.33	13.06%	
378	2004B SRF Bonds Debt Service	46,427.14	278,573.39	540,630.63	51.53%	38,112.13	228,672.78	1,415,294.03	16.16%	
379	2006A SRF Bonds Debt Service	40,203.58	241,229.63	456,283.75	52.87%	27,276.65	170,243.28	374,712.50	45.43%	
380	2004C Bond Debt Service	30,570.61	186,481.83	363,715.00	51.27%	26,448.94	158,693.64	327,150.00	48.51%	
381	2008A Bonds Debt Service	14,933.80	91,446.69	177,338.35	51.57%	0.00	75,106.66	159,443.95	47.11%	
400	ESP Projects Debt Service	50,263.36	301,404.01	599,099.74	50.31%	0.00	270,681.70	541,363.40	50.00%	
406	911 Emergency Telephone	39,625.82	405,829.85	669,890.00	60.58%	52,859.76	336,930.88	696,666.69	48.36%	
600	Inmate Security Fund	3,005.81	7,431.34	1,000.00	743.13%	0.00	0.00	0.00	0.00%	
601	Transportation Trust	147,320.50	848,580.86	2,459,900.00	34.50%	55,141.80	802,747.14	1,614,800.00	49.71%	
903	Street Improvement	47,086.46	289,990.33	527,500.00	54.97%	65,013.04	318,549.93	725,928.00	43.88%	
	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	1,719.49	10,316.94	0.00	0.00%	

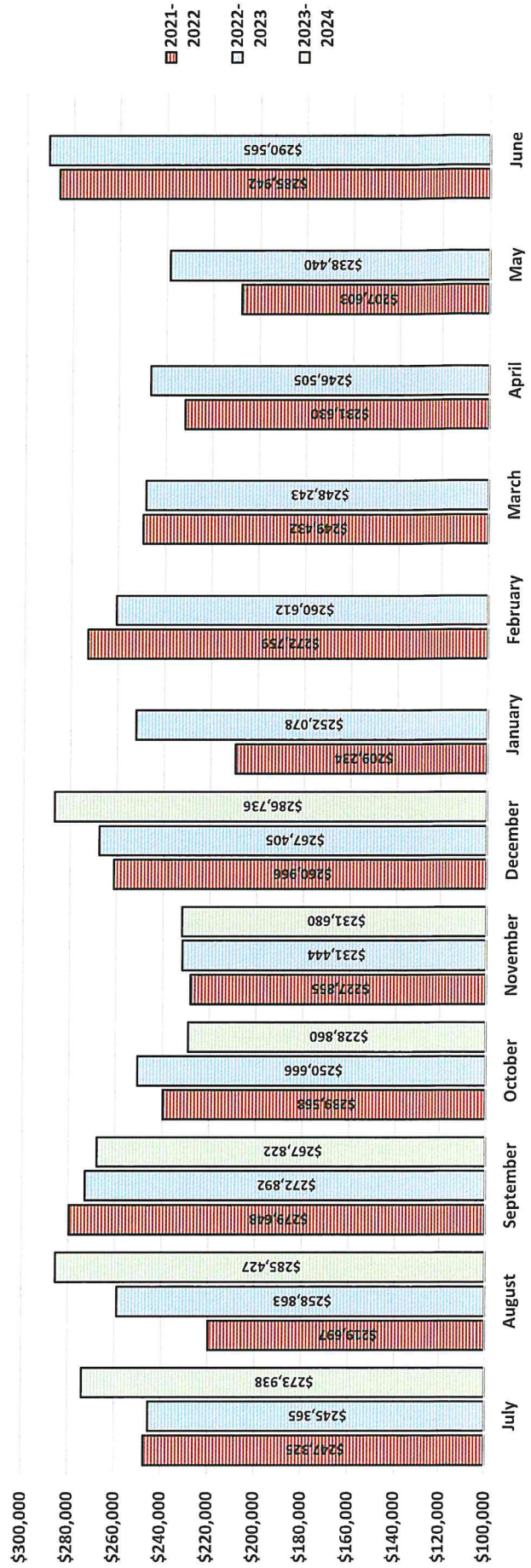
City of Moberly Budget Comparison Report - December 2023

		Percentage of Year Completed						50.00%		
		Revenues			Expenditures					
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	53.20	322.03	0.00	0.00%	0.00	0.00	0.00	0.00%	
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	23,461.98	0.00	0.00%	
908	Railcar Preservation Fund	2.06	12.47	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	9,970.09	17,508.60	30,325.00	57.74%	0.00	0.00	150,000.00	0.00%	
911	Downtown CID Sales Tax	13,045.63	71,880.04	101,680.00	70.69%	30,537.00	85,738.30	101,300.00	84.64%	
912	Downtown CID Property Tax	1,549.45	17,450.97	215,000.00	8.12%	76,132.68	151,745.15	462,616.08	32.80%	
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	12,088.52	72,599.31	143,906.04	50.45%	0.00	64,457.30	128,914.60	50.00%	
409	Downtown Hotel Fund	0.00	0.00	275,000.00	0.00%	0.00	0.00	275,000.00	0.00%	
	Health Trust	187,234.56	894,662.58	0.00	0.00%	296,324.21	997,607.27	0.00	0.00%	
TOTALS		2,872,058.39	18,594,769.53	55,654,682.33	33.41%	2,796,792.31	20,194,154.68	57,500,669.82	35.12%	

City of Moberly One Percent (1%) General Fund Sales Tax Analysis

	2021-2022					2022-2023					2023-2024				
	YTD			YTD Change		YTD			YTD Change		YTD			YTD Change	
	Amount	Amount	YTD Budgeted Amount	Budget %	+/-	Amount	Amount	YTD Budgeted Amount	Budget %	+/-	Amount	Amount	YTD Budgeted Amount	Budget %	+/-
July	\$247,325	\$247,325	225,000	9.9%	-1.1%	\$245,365	\$245,365	245,833	-0.2%		\$273,938	\$273,938	254,167	11.6%	7.8%
August	\$219,697	\$467,022	450,000	3.8%	1.3%	\$258,863	\$504,227	491,667	8.0%	2.6%	\$559,365	\$559,365	508,333	10.9%	10.0%
September	\$279,648	\$746,670	675,000	10.6%	2.8%	\$272,892	\$777,119	737,500	4.1%	5.4%	\$827,187	\$827,187	762,500	6.4%	8.5%
October	\$239,568	\$986,238	900,000	9.6%	4.1%	\$250,666	\$1,027,785	983,333	4.2%	4.5%	\$228,860	\$1,056,046	1,016,667	2.7%	3.9%
November	\$227,855	\$1,214,092	1,125,000	7.9%	7.5%	\$231,444	\$1,259,229	1,229,167	3.7%	2.4%	\$231,680	\$1,287,726	1,270,833	2.3%	1.3%
December	\$260,966	\$1,475,059	1,350,000	9.3%	8.0%	\$267,405	\$1,526,635	1,475,000	3.5%	3.5%	\$286,736	\$1,574,462	1,525,000	3.1%	3.2%
January	\$209,234	\$1,684,292	1,575,000	6.9%	6.8%	\$252,078	\$1,778,713	1,720,833	5.6%	3.4%					
February	\$272,759	\$1,957,051	1,800,000	8.7%	9.0%	\$260,612	\$2,039,325	1,966,667	4.2%	3.7%					
March	\$249,432	\$2,206,484	2,025,000	9.0%	8.7%	\$248,243	\$2,287,568	2,212,500	3.7%	3.4%					
April	\$231,630	\$2,438,114	2,250,000	8.4%	9.5%	\$246,505	\$2,534,072	2,458,333	3.9%	3.1%					
May	\$207,603	\$2,645,716	2,475,000	6.9%	8.2%	\$238,440	\$2,772,512	2,704,167	4.8%	2.5%					
June	\$285,942	\$2,931,659	2,700,000	8.6%	6.5%	\$290,565	\$3,063,077	2,950,000	4.5%	3.8%					
Total	\$2,931,659					\$3,063,077					\$1,574,462				

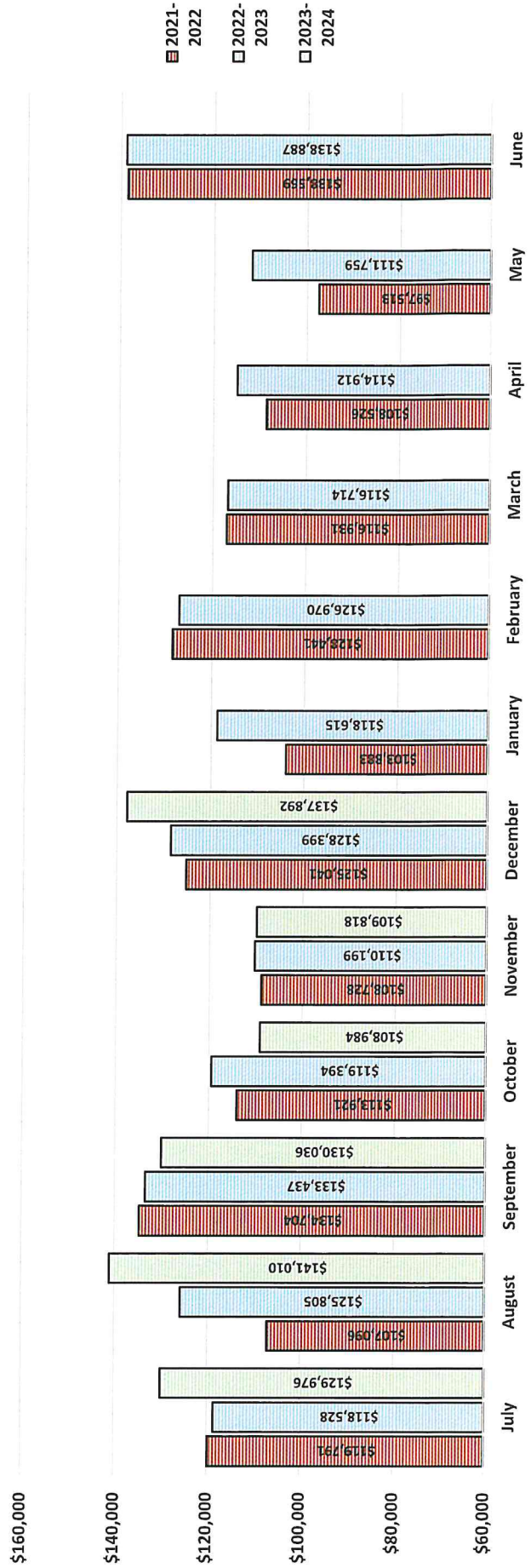
Annual Comparison by Month



City of Moberly One-Half Percent (1/2%) Parks and Recreation Fund Sales Tax Analysis

	2021-2022					2022-2023					2023-2024				
	YTD			YTD		YTD			YTD		YTD			YTD	
	Amount	Change	Budget %	Amount	Change	Amount	Change	Budget %	Amount	Change	Amount	Change	Budget %	Amount	Change
July	\$119,791	-1.6%	10.6%	108,333	10.6%	\$118,528	-1.1%	117,500	0.9%	\$129,976	9.7%	122,917	5.7%	\$129,976	9.7%
August	\$107,096	1.4%	4.7%	216,667	4.7%	\$125,805	7.7%	235,000	4.0%	\$141,010	10.9%	245,833	10.2%	\$141,010	10.9%
September	\$134,704	3.0%	11.3%	325,000	11.3%	\$133,437	4.5%	352,500	7.2%	\$130,036	6.2%	368,750	8.8%	\$130,036	6.2%
October	\$113,921	4.1%	9.7%	433,333	9.7%	\$119,394	4.6%	470,000	5.8%	\$108,984	2.6%	491,667	3.7%	\$108,984	2.6%
November	\$108,728	7.4%	7.9%	541,667	7.9%	\$110,199	4.0%	587,500	3.4%	\$109,818	2.1%	614,583	0.9%	\$109,818	2.1%
December	\$125,041	7.7%	9.1%	650,000	9.1%	\$128,399	3.7%	705,000	4.4%	\$137,892	3.0%	737,500	2.7%	\$137,892	3.0%
January	\$103,883	7.1%	7.2%	758,333	7.2%	\$118,615	5.1%	822,500	3.9%			860,417			
February	\$128,441	9.1%	8.6%	866,667	8.6%	\$126,970	4.2%	940,000	4.4%			983,333			
March	\$116,931	8.6%	8.6%	975,000	8.6%	\$116,714	3.7%	1,057,500	3.8%			1,106,250			
April	\$108,526	9.5%	7.7%	1,083,333	7.7%	\$114,912	3.9%	1,175,000	3.2%			1,229,167			
May	\$97,513	7.7%	6.1%	1,191,667	6.1%	\$111,759	4.8%	1,292,500	2.5%			1,352,083			
June	\$138,569	6.4%	7.9%	1,300,000	7.9%	\$138,887	4.3%	1,410,000	3.8%			1,475,000			
Total	\$1,403,145					\$1,463,619					\$757,716				

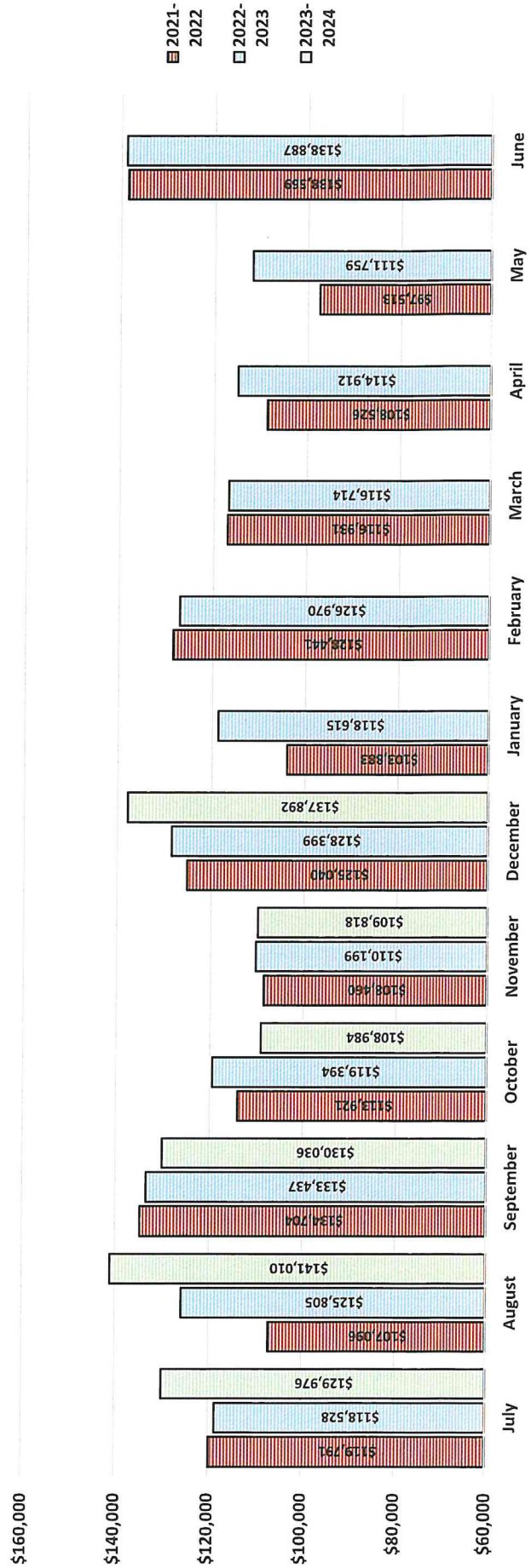
Annual Comparison by Month



City of Moberly One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

	2021-2022				2022-2023				2023-2024						
	Budget Comparison				Budget Comparison				Budget Comparison						
	Amount	YTD Amount	YTD Change	+/- Budget %	Amount	YTD Amount	YTD Change	+/- Budget %	Amount	YTD Amount	YTD Change	+/- Budget %			
July	\$119,791	\$119,791	-1.6%	108,333		\$118,528	\$118,528	-1.1%	117,500		\$129,976	\$129,976	9.7%	122,917	5.7%
August	\$107,096	\$226,888	1.4%	216,667		\$125,805	\$244,333	7.7%	235,000		\$141,010	\$270,986	10.9%	245,833	10.2%
September	\$134,704	\$361,592	3.0%	325,000		\$133,437	\$377,769	4.5%	352,500		\$130,036	\$401,022	6.2%	368,750	8.8%
October	\$113,921	\$475,513	4.1%	433,333		\$119,394	\$497,163	4.6%	470,000		\$108,984	\$510,006	2.6%	491,667	3.7%
November	\$108,460	\$583,973	7.4%	541,667		\$110,199	\$607,363	4.0%	587,500		\$109,818	\$619,824	2.1%	614,583	0.9%
December	\$125,040	\$709,013	7.7%	650,000		\$128,399	\$735,762	3.8%	705,000		\$137,892	\$757,716	3.0%	737,500	2.7%
January	\$103,883	\$812,896	7.0%	758,333		\$118,615	\$854,377	5.1%	822,500					860,417	
February	\$128,441	\$941,337	9.0%	866,667		\$126,970	\$981,348	4.3%	940,000					983,333	
March	\$116,931	\$1,058,268	8.6%	975,000		\$116,714	\$1,098,061	3.8%	1,057,500					1,106,250	
April	\$108,526	\$1,166,794	9.5%	1,083,333		\$114,912	\$1,212,973	4.0%	1,175,000					1,229,167	
May	\$97,513	\$1,264,307	7.7%	1,191,667		\$111,759	\$1,324,732	4.8%	1,292,500					1,352,083	
June	\$138,569	\$1,402,876	6.3%	1,300,000		\$138,887	\$1,463,619	4.3%	1,410,000					1,475,000	
Total	\$1,402,876					\$1,463,619					\$757,716				

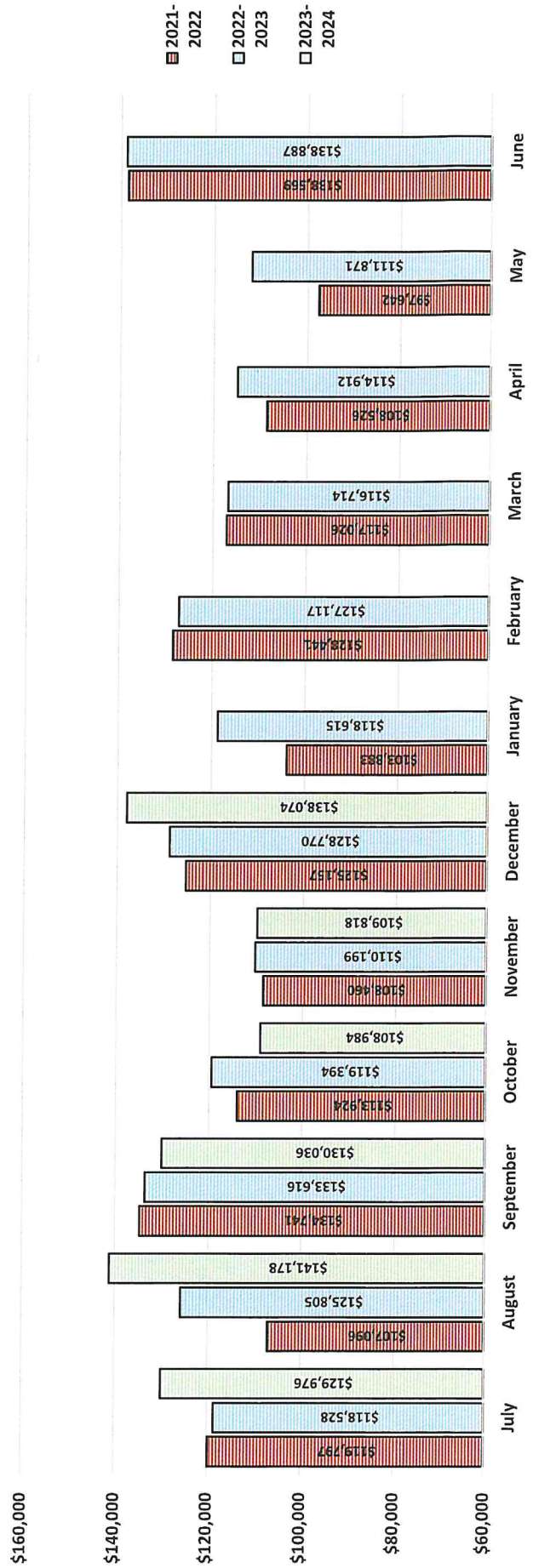
Annual Comparison by Month



City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

	2021-2022				2022-2023				2023-2024			
			Budget Comparison				Budget Comparison				Budget Comparison	
	Amount	YTD	YTD Change	YTD Budgeted Amount	+/-	Budget %	Amount	YTD	YTD Change	YTD Budgeted Amount	+/-	Budget %
July	\$119,797	\$119,797	-1.6%	108,333	10.6%		\$118,528	\$118,528	-1.1%	117,500	0.9%	5.7%
August	\$107,096	\$226,894	1.4%	216,667	4.7%		\$125,805	\$244,333	7.7%	235,000	4.0%	10.3%
September	\$134,741	\$361,635	3.0%	325,000	11.3%		\$133,616	\$377,949	4.5%	352,500	7.2%	8.8%
October	\$113,924	\$475,558	4.1%	433,333	9.7%		\$119,394	\$497,343	4.6%	470,000	5.8%	3.8%
November	\$108,460	\$584,018	7.4%	541,667	7.8%		\$110,199	\$607,542	4.0%	587,500	3.4%	0.9%
December	\$125,157	\$709,176	7.7%	650,000	9.1%		\$128,770	\$736,313	3.8%	705,000	4.4%	2.8%
January	\$103,883	\$813,059	7.0%	758,333	7.2%		\$118,615	\$854,928	5.1%	822,500	3.9%	
February	\$128,441	\$941,500	9.0%	866,667	8.6%		\$127,117	\$982,045	4.3%	940,000	4.5%	
March	\$117,026	\$1,058,525	8.6%	975,000	8.6%		\$116,714	\$1,098,759	3.8%	1,057,500	3.9%	
April	\$108,526	\$1,167,051	9.5%	1,083,333	7.7%		\$114,912	\$1,213,670	4.0%	1,175,000	3.3%	
May	\$97,642	\$1,264,693	7.7%	1,191,667	6.1%		\$111,871	\$1,325,541	4.8%	1,292,500	2.6%	
June	\$138,569	\$1,403,262	6.4%	1,300,000	7.9%		\$138,887	\$1,464,428	4.4%	1,410,000	3.9%	
Total	\$1,403,262						\$1,464,428					
										\$758,066		

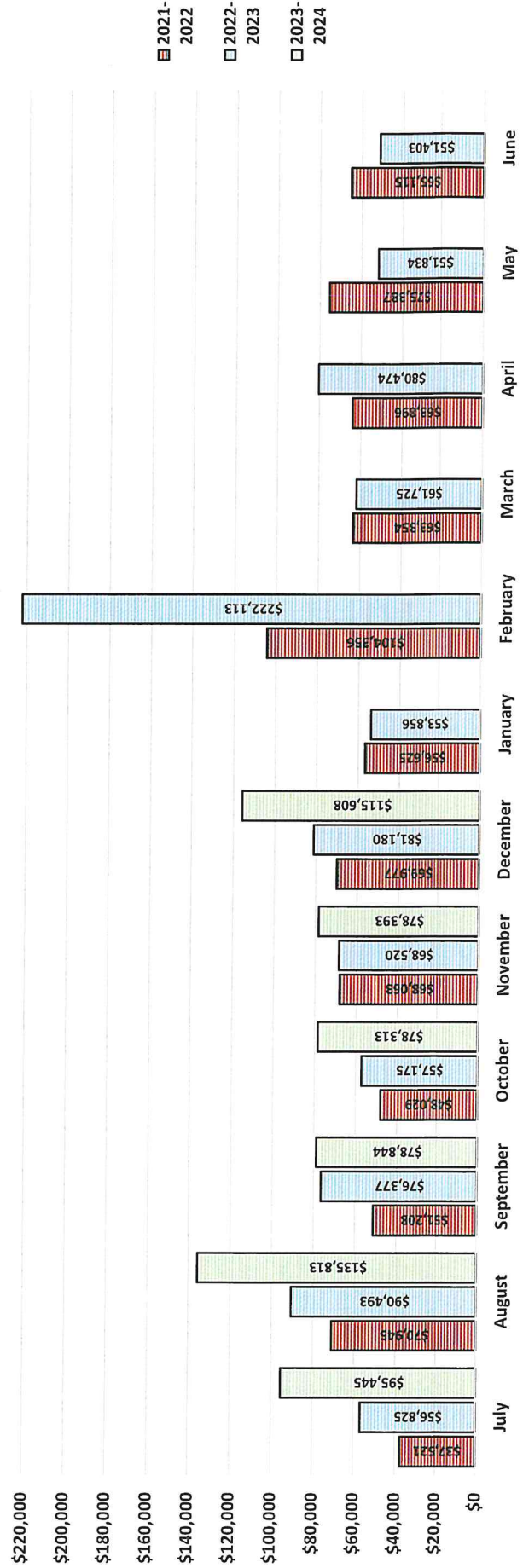
Annual Comparison by Month



City of Moberly Two & One-Half Percent (2-1/2%) Use Tax Analysis

	2021-2022					2022-2023					2023-2024				
	Budget Comparison			Budget Comparison			Budget Comparison			Budget Comparison			Budget Comparison		
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %
July	\$37,521	\$37,521	-19.1%	54,167	-30.7%	\$56,825	\$56,825	51.4%	60,417	-5.9%	\$95,445	\$95,445	68.0%	83,333	14.5%
August	\$70,945	\$108,466	0.8%	108,333	0.1%	\$90,493	\$147,319	35.8%	120,833	21.9%	\$135,813	\$231,258	57.0%	166,667	38.8%
September	\$51,208	\$159,674	2.9%	162,500	-1.7%	\$76,377	\$223,695	40.1%	181,250	23.4%	\$78,844	\$310,103	38.6%	250,000	24.0%
October	\$48,029	\$207,702	0.0%	216,667	-4.1%	\$57,175	\$280,870	35.2%	241,667	16.2%	\$78,313	\$388,416	38.3%	333,333	16.5%
November	\$68,063	\$275,765	3.7%	270,833	1.8%	\$68,520	\$349,390	26.7%	302,083	15.7%	\$78,393	\$466,808	33.6%	416,667	12.0%
December	\$69,977	\$345,742	10.2%	325,000	6.4%	\$81,180	\$430,570	24.5%	362,500	18.8%	\$115,608	\$582,416	35.3%	500,000	16.5%
January	\$56,625	\$402,367	13.2%	379,167	6.1%	\$53,856	\$484,427	20.4%	422,917	14.5%				583,333	
February	\$104,356	\$506,723	16.6%	433,333	16.9%	\$222,113	\$706,540	39.4%	483,333	46.2%				666,667	
March	\$63,354	\$570,077	13.9%	487,500	16.9%	\$61,725	\$768,265	34.8%	543,750	41.3%				750,000	
April	\$63,896	\$633,973	14.1%	541,667	17.0%	\$80,474	\$848,739	33.9%	604,167	40.5%				833,333	
May	\$75,387	\$709,360	17.6%	595,833	19.1%	\$51,834	\$900,572	27.0%	664,583	35.5%				916,667	
June	\$65,115	\$774,475	17.6%	650,000	19.1%	\$51,403	\$951,975	22.9%	725,000	31.3%				1,000,000	
Total	\$774,475					\$951,975					\$582,416				

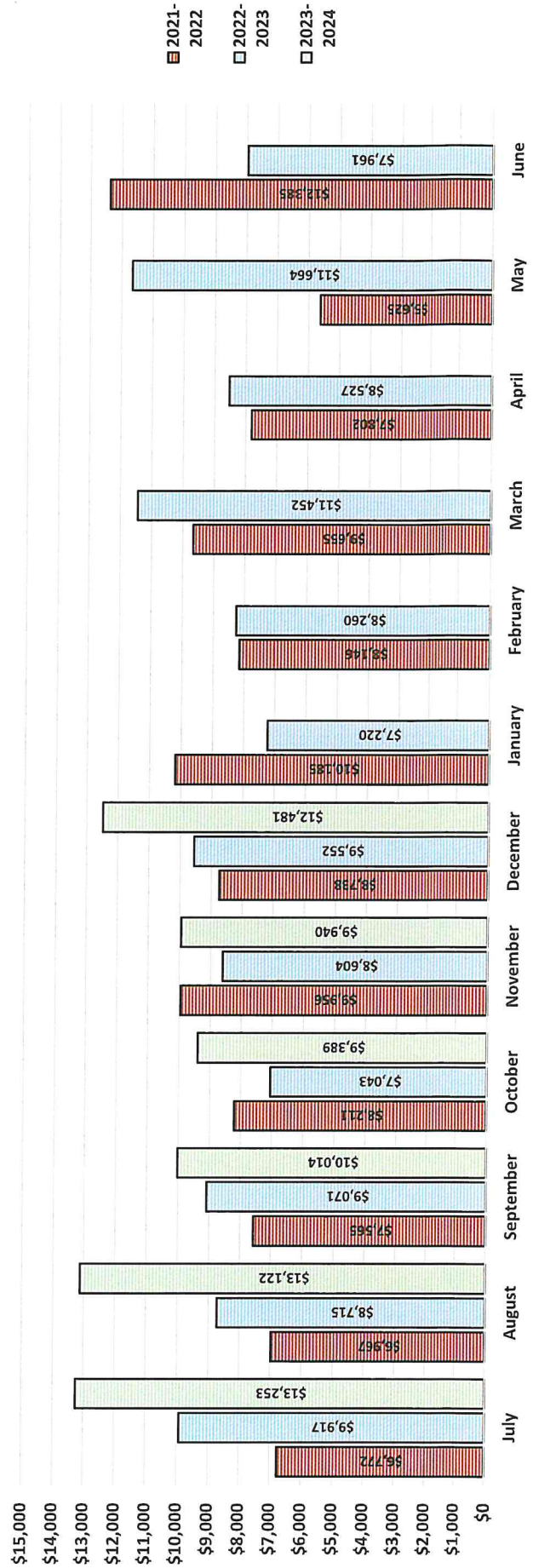
Annual Comparison by Month



City of Moberly
One Percent (1%) Downtown CID Fund Sales & Use Tax Analysis

	2021-2022					2022-2023					2023-2024				
	YTD			Budget Comparison		YTD			Budget Comparison		YTD			Budget Comparison	
	Amount	Change	YTD Budgeted Amount	+/-	Budget %	Amount	Change	YTD Budgeted Amount	+/-	Budget %	Amount	Change	YTD Budgeted Amount	+/-	Budget %
July	\$6,772	\$6,772	4,583	47.7%		\$9,917	\$9,917	8,333	19.0%		\$13,253	\$13,253	8,333	59.0%	
August	\$6,967	\$13,738	9,167	49.9%		\$8,715	\$18,632	16,667	11.8%		\$13,122	\$26,374	16,667	58.2%	
September	\$7,565	\$21,303	13,750	54.9%		\$9,071	\$27,703	25,000	10.8%		\$10,014	\$36,388	25,000	45.6%	
October	\$8,211	\$29,514	18,333	61.0%		\$7,043	\$34,746	33,333	4.2%		\$9,389	\$45,777	33,333	37.3%	
November	\$9,956	\$39,470	22,917	72.2%		\$8,604	\$43,350	41,667	4.0%		\$9,940	\$55,718	41,667	33.7%	
December	\$8,738	\$48,208	27,500	75.3%		\$9,552	\$52,902	50,000	5.8%		\$12,481	\$68,199	50,000	36.4%	
January	\$10,185	\$58,393	32,083	82.0%		\$7,220	\$60,122	58,333	3.1%				58,333		
February	\$8,146	\$66,539	36,667	81.5%		\$8,260	\$68,382	66,667	2.6%				66,667		
March	\$9,655	\$76,194	41,250	84.7%		\$11,452	\$79,834	75,000	6.4%				75,000		
April	\$7,802	\$83,996	45,833	83.3%		\$8,527	\$88,361	83,333	6.0%				83,333		
May	\$5,625	\$89,620	50,417	77.8%		\$11,664	\$100,026	91,667	9.1%				91,667		
June	\$12,385	\$102,005	55,000	85.5%		\$7,961	\$107,987	100,000	8.0%				100,000		
Total	\$102,005					\$107,987					\$68,199				

Annual Comparison by Month



City of Moberly Three Percent (3%) Additional Marijuana Tax Analysis

	2021-2022				2022-2023				2023-2024			
				Budget Comparison				Budget Comparison				Budget Comparison
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount +/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount +/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount +/- Budget %
July												
August												
September												
October												
November												
December												
January												
February												
March												
April												
May												
June												
Total	\$0				\$0				\$6,764			-86.5%

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement - December 2023

<u>Income</u>	<u>July-December 2023</u>	<u>July-December 2022</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	69,187.65	44,248.59	24,939.06	56.36%
4901 Interest Income	5,869.74	1,972.01	3,897.73	197.65%
4950 Employer Contributions	679,063.65	645,121.79	33,941.86	5.26%
4951 Employee Contributions	137,109.19	126,330.92	10,778.27	8.53%
4952 Employee Cobra Payments	219.69	5,393.88	(5,174.19)	-95.93%
4953 Reinsurance Refunds	2,462.66	93,668.87	(91,206.21)	-97.37%
4954 Employee Buy-up Premiums	<u>750.00</u>	<u>2,050.00</u>	<u>(1,300.00)</u>	<u>-63.41%</u>
Total Income	894,662.58	918,786.06	(24,123.48)	-2.63%
 <u>Expenditures</u>				
5406 Contracted Services	2,028.00	1,062.50	965.50	90.87%
5806 Miscellaneous	6.00	54.00	(48.00)	-88.89%
5817 Bank Fees	355.93	732.62	(376.69)	-51.42%
5850 Health Claims Paid	559,023.01	751,614.66	(192,591.65)	-25.62%
5851 Pharmaceuticals	134,007.59	107,486.65	26,520.94	24.67%
5852 Reinsurance Premiums	197,616.66	171,764.52	25,852.14	15.05%
5853 Life Insurance Premiums	15,318.41	16,955.47	(1,637.06)	-9.66%
5854 Medical Claims Admin Fees	38,379.32	38,035.15	344.17	0.90%
5855 Dental Claims Admin Fees	4,376.75	2,197.60	2,179.15	99.16%
5856 Air Ambulance Memberships	6,721.00	5,546.00	1,175.00	21.19%
5857 Dental Claims Paid	39,147.10	31,604.44	7,542.66	23.87%
5858 HSA Account Fees	<u>627.50</u>	<u>505.00</u>	<u>122.50</u>	<u>24.26%</u>
Total Expenditures	<u>997,607.27</u>	<u>1,127,558.61</u>	<u>(129,951.34)</u>	<u>-11.53%</u>
 Net Income (Loss)	 <u>(102,944.69)</u>	 <u>(208,772.55)</u>	 <u>105,827.86</u>	 <u>-50.69%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet - December 31, 2023

<u>ASSETS</u>	<u>December 31, 2023</u>	<u>December 31, 2022</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>245,035.72</u>	<u>153,538.63</u>	<u>91,497.09</u>	<u>59.59%</u>
Total Current Assets	<u>245,035.72</u>	<u>153,538.63</u>	<u>91,497.09</u>	<u>59.59%</u>
Other Assets				
1300 Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
TOTAL ASSETS	<u>245,035.72</u>	<u>153,538.63</u>	<u>91,497.09</u>	<u>59.59%</u>
<u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	347,980.41	362,311.18	(14,330.77)	-3.96%
Net Income (Loss)	<u>(102,944.69)</u>	<u>(208,772.55)</u>	<u>105,827.86</u>	<u>-50.69%</u>
Total Equity	<u>245,035.72</u>	<u>153,538.63</u>	<u>91,497.09</u>	<u>59.59%</u>
TOTAL LIABILITIES & EQUITY	<u>245,035.72</u>	<u>153,538.63</u>	<u>91,497.09</u>	<u>59.59%</u>



Monthly Report

December 2023

#20.

	2023		2022	
Parks	Thompson Campground	58	Campground Daily(54) Monthly(4)	12
	Misc. Thompson Campground	-		-
	Miscellaneous Park Fees	\$25.00	Softball Sale	\$0
	Overnight Fishing Passes	-		-
	Paddleboat Rental	-		-
	Canoe Storage	-		-
	Archery Range	-		-
	Overlook & Plaza	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	2
	Midway	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	2
	Equestrian Area/ Rodeo Ground	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	2
	James Youth Center	11	Family Events(4) Private(3) Family Reunion(2) Family Christmas(1) Birthday(1) Internal: Staff Lunch(1) Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	11
	Lodge	9	Company Christmas Parties(2) Family Christmas(1) Wedding Anniversary Celebration(1) Church Function(1) Internal: Frosty 5K(1) Altrusa Santa House(1 res, 4 days) Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	12
	Lion's Beuth Park	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	2
	Tannehill Park & Gazebo	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	2
	Depot Park (Entire Park)	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)	3
	Rothwell Park 5K / Complex 5K	4	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)-(Double for both locations)	2

	2023	2022
Red 1	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Red 2	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Blue 1	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Blue 2	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Blue 3	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 1	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 2	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 3	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 4	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 5	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Green 6	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Groeber	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Meinert	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Patrick	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Fox Field	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Fox Park Pickleball / Tennis Courts	4	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)- (Double for both locations)
Batting Cages	4	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)- (Double for both locations)
Shelter 1 Tennis Courts	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
Wilhite Tennis Courts	2	Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)

	2023	2022
Shelters	Shelter 1	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Shelter 3	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Shelter 5	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Fox Park Shelter	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Klein Shelter	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Lake Pavilion	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1) Christmas Lights in the Park(1 res. For 28 days) Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Riley Pavilion	3 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Meditation Garden and Legacy Overlook	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Depot Park Shelter	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)

	2023	2022
Auditorium	Entire Facility	8 Company Christmas Party(1 res. For 2 days) Macon Dance Experience Dance Recital(1) Candy Cane Lane(1) Toys for Tots(1 res. For 3 days) Troubadours Ball(1) Internal: City Christmas Dinner(1 res. For 2 days) Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
		7

	2023	2022
Aquatic Center	Entire Facility	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)
	Sunshade Area	2 Internal: Christmas Holiday(1 res. For 2 days) New Year Holiday(1)

	2023	2022
Recreation	Frosty 5K Walk/Run	166 110
	Coloring Page Contest	104 Pages 122

Director – Troy Bock

- Hired out additional mid-season skate sharpening at the rink.
- Continued to monitor staff experience and feedback with rink maintenance and held various meetings with internal and external individuals.
- Worked with the Heritage Hills Golf Course management company on minor revisions for the management agreement for the next five years and began the approval process.
- Received bids on Kiwanis Park and worked with the engineer, prospective bidders, and the state to ensure documents and process were all in order and due diligence done.
- Developed bid documents and began a process for receiving fireworks proposals for the next five years.
- Reached out to the awarded and low bidders on the City's asphalt bids last spring. The low bid (Christensen) was willing to honor their bid of \$121.50/ton. Due to project delays, the asphalt had to be shifted from fall to late spring. Capital had been awarded the bid last spring for \$125/ton, but they are no longer able to honor that price.
- Worked with Shirley and filed documents for Tree City USA annual renewal.
- Joint Meeting of Council and Park Board held to address future direction on a number of fronts.
- Advisory Committee to the Park Board for Kiwanis Park playground held its first meeting to gather feedback and direction. Stakeholders represent the Department, Friends of the Park, Kiwanis, ICAN, RCDDS, and family of those with special needs. Feedback will continue to be gathered to develop the playground concept ahead of Bartlett & West bidding the playground project out late spring/summer.
- Filed the LWCF (Kiwanis Park grant) Quarterly Report as well as the first reimbursement request for eligible pre-award expenses.
- Final MIRMA evaluations and trainings were completed.

Administration – Leslie Keeney

- Continued training on the new campground software. The site is mostly updated and ready to go, but still working on the credit card processing before it can officially launch.
- Worked the annual Frosty 5K event, it was a great run, the weather was perfect for the event.
- Processed personnel paperwork for the start of the new year.
- Submitted final payment to Missouri Parks and Recreation for our Ticket Consignment program. While we do not make much money from the program, it's a good way to get people in our office so we can let them know of all the activities/facilities we have to offer.
- Finalized 2023 seasonal operation financials.
- Oversaw day to day operations of Parks and Recreation Office.

Park Superintendent – Dirk Miller

- We completed the rebuilding of the Holman Road walking bridge.
- We are almost finished with the "tear-down" of over 250 Christmas displays for the Altrusa ladies, complete with timers, spotlights, signs for each donated display, marquee, and donation house. We are working on repairing several displays before we take them back to the pole barn for storage.
- L & J has cleared what was dug up for the new parking lot in front of Riley Pavilion, up to the Solar Pavilion. They will begin shortly on the remaining area by the north entrance to the Lodge, and to remove the large Pin Oak tree next to parking lot expansion, which

we will assist in the cutting up and removal of the tree. Chris Long is supposed to be out shortly to complete the wiring and add lights to the Solar Pavilion.

- We will be removing the skate rink, railings, and wooden framework that surrounded it as soon as the weather permits. We will also help remove the large Christmas tree with lights and ornaments. We are presently working out storage issues for both at The Fennel.
- Bill Skinner is using his talents to make a pair of “corn hole” game pieces, as well as two end tables for Leslie to donate to MPRA for this years “silent auction” to raise money.
- Weather permitting, we plan to re-build and/or re-paint various picnic tables at down times inside our shop, and cut down some dead trees at Heritage Hills Golf Course.
- We still have not yet moved the recently carved bison to its new home. I had suggested a potential fix to Troy and the carver, but we have not heard from the carver on the “Fix.

Athletic Complex Supervisor/Sports Manager – Jacob Bunten

Athletic Complex:

- Repaired MML portable mounds. Around \$200 in materials.
- Replaced bad photocells and lights throughout complex.

Sports:

- All leagues in CivicRec ready for 2024 registrations.
- Ordered MACC baseball/softball materials for their 2024 spring season.

Recreation Supervisor – Jenna Kitchen

Events/Marketing

- Received our 2024 Activity Guide and delivered them to surrounding schools.
- Updated our website with our 2024 events, updates, etc.
- Created our 2024 Facebook events.
- Tracey and I are advertising for the Father Daughter Dance in February, Ball League registration, and other events early this year.
- Attended the monthly Safety Committee meeting.
- Troy and I met with On Media Advertising on this year’s advertising campaigns for the Aquatic Center, Mini Train, and 4th of July Extravaganza.
- Troy and I met with the Chamber of Commerce on the new Placer AI software.
- Attended the monthly Chamber Chat Meeting.

Concessions/Aquatics

- Seasonal hiring for Lifeguards and Concessions has begun.
- Attended the monthly NRPA Aquatics Network zoom meeting.



City of

Police Department
 Troy Link
 Chief of Police
 264th Session FBI Academy

300 N Clark Street
 Moberly, MO 65270
 Phone: 660-263-0346
 Fax: 660-263-8540

**Division of Criminal Investigation
 Monthly Report
 December 2023**

1. Abuse/Neglect of a Child-Serious Emotional or Physical Injury; Suspect: CB W/M, 32 YOA; Victim: JA W/M, 12 YOA. Reports sent to RCPA.
2. Unlawful Use of a Weapon; Suspect: SB W/F, 33 YOA; Victim: State of MO. Reports sent to RCPA.
3. Child Molestation-2nd Degree; Suspect: AW W/M, 33 YOA; Victim: KR W/M, 5 YOA Unfounded, case Cleared.
4. Sexual Misconduct; Suspect: AW W/M, 33 YOA; Victim: KR W/M, 5 YOA. Unfounded, case Cleared.
5. Child Molestation: Suspect: AB, W/M, 10yoa; Victim: WT, W/F, 3yoa. Reports sent to RCJO.
 Child Molestation: Suspect: AB, W/M, 8yoa; Victim: WT, W/F, 3yoa. Reports sent to RCJO.
6. Possession of Child Pornography: Suspect: AM, W/M, 45 yoa; Victim: Numerous unidentified children. PC sent to RCPA.
7. Failure to Register as a Sex Offender: Suspect: AM, W/M, 45 yoa; Victim: State of MO. Reports sent to RCPA.
8. Child Molestation: Suspect: Unknown Juveniles; Victim: KK, W/F, 15 yoa. Unfounded, case Cleared.

Cases Cleared.....8
Interviews.....79
Interrogations.....2
Reports Written.....54

Special Assignments

Monthly Report

Tagged numerous body camera photos and videos.

Corresponded with Rainbow House in reference to scheduling multiple forensic interviews.

Corresponded with MSHP in reference to scheduling polygraph examination.

Conducted follow-ups in reference to Burglary investigation.

Assisted Randolph County Children's Division with an initial interview for a hotline investigation.

Attended Defensive Tactics annual training.

Attended 2 forensic interviews at the Rainbow House in reference to Abuse/Neglect of a Child and Unlawful Use of a Weapon investigations.

Attended polygraph in reference to Child Molestation/Sexual Misconduct investigation.

Reviewed video from the Rainbow House in reference to Abuse/Neglect of a Child and Unlawful Use of a Weapon investigations.

Conducted follow-ups in reference to Statutory Rape investigation.

Returned search warrant to the Randolph County Clerk's Office.

Reviewed jail phone calls in reference to Abuse/Neglect of a Child and Unlawful Use of a Weapon investigations.

Reviewed non-caretaker referral in reference to Sexual Misconduct investigation.

Conducted follow-ups in reference to Sexual Misconduct investigation.

Attended Interdiction for the Protection of Children training at MSHP.

Assisted Richmond Police Department with a Fraud investigation.

Conducted follow-ups in reference to Fraud investigation.

Reviewed messages and Venmo transactions in reference to Fraud investigation

Tagged several body camera videos.

Submitted 2 preservation requests to Facebook in reference to a burglary investigation.

Submitted an affidavit for a search warrant for Facebook in a burglary investigation.

Conducted an interrogation in reference to a burglary investigation

Provided security for Moberly Highschool Basketball games (12/01)

Conducted a consented search on a cell phone in reference to a burglary investigation.

Responded to N. Buchanan in reference to a death investigation.

Completed Workplace Ergonomics Training with MIRMA University.

Attended defensive tactics at Combat Academy on Coates Street.

Completed a referral form for a forensic interview at Rainbow House.

Served a search warrant to Meta Platforms Inc. for digital records from Facebook.

Responded to Rainbow House for a forensic interview in a child molestation investigation.

Responded to Wicker Street in reference to a suspicious incident.

Responded to W. Reed in reference to a child molestation investigation.

Submitted an additional affidavit for a Facebook search warrant in a burglary investigation.

Provided security for Moberly Highschool Basketball games (12/14)

Completed "Child Sex Abuse" training offered through Virtual Academy.

Served a search warrant for an iPhone in reference to a burglary investigation.



City of

Police Department

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

Submitted a return on a search warrant to the Circuit Clerk's Office.
 Submitted an investigative subpoena request in reference to a burglary investigation.
 Served an investigative subpoena to TextNow Inc. in reference to a burglary investigation.
 Submitted an investigative subpoena request in reference to a leaving the scene investigation.
 Responded to The Works in reference to a leaving the scene investigation.
 Responded to Thomas Motors in reference assistance in reviewing a piece of evidence.
 Served an investigative subpoena to County Bank.
 Responded to County Bank to review ATM surveillance footage.
 Submitted 2 returns on investigative subpoenas to the Circuit Clerk's Office.
 Assisted Boone County Sheriff's Office Cyber Crimes Task Force with a search warrant on Concannon.
 Submitted 2 preservation requests to Facebook in reference to a stealing investigation.
 Contacted Audrain Co. Sheriff's Office for assistance in a leaving the scene investigation.
 Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.
 Contacted Perquimans Co, NC, Sheriff's Dept to schedule forensic interview for Sex Abuse investigation.
 Conducted follow up on Burglary investigation.
 Conducted follow up on a Parental Kidnapping investigation.
 Conducted follow up on a Rape investigation.
 Conducted follow up on a Child Molestation investigation.
 Wrote and submitted Geo-Fence Search Warrant for Burglary investigation.
 Submitted Preservation Request to T-Mobile in reference to Burglary investigation.
 Attended Defensive Tactics Training.
 Submitted search warrant to Google in reference to Burglary investigation.
 Assisted with a Child Molestation investigation.
 Assisted Randolph Co Prosecutor's Office with a Child Pornography case.
 Assisted Patrol Division with a Suspicious Activity incident.
 Contacted Medical Examiner about identifying bones (Determined to be non-human).
 Called out to assist with a Stealing investigation.

Assisted with Burglary investigation.
Met with Medical Examiner and Anthropologist for bone identification (All found to be non-human).
Investigated a hotline report of child sexual abuse.
Assisted Patrol Division by serving as watch commander.
Updated On Call Schedule for Detective Unit.
Assisted Cyber Crimes with a Possession of Child Pornography investigation.
Assisted with Statutory Rape investigation.
Follow up on Burglary investigation.
Filled in as Patrol Watch Commander.
Assisted Cyber Crimes with a search warrant for Possession of Child Pornography.
Attended forensic interview in Columbia for Child Molestation investigation.
Picked up recovered stolen item at Boone County Sheriff's Office.

Respectfully Submitted,

Tracey Hayes
Commander

December 2023

#20.

01/02/24
10:54Moberly Police Department
Total CAD Calls Received, by Nature of Call343
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	4	0.37
Accident/Motor Vehicle	28	2.57
Alarm Call	16	1.47
Animal Bite	3	0.28
Animal Complaint	18	1.65
Assault	3	0.28
Assist Other Agency	30	2.75
Assist Public/Employee	70	6.43
Building Check	223	20.48
Burglary	3	0.28
Damage Property	5	0.46
Death Investigation	1	0.09
Document Delivery/Pickup	5	0.46
Domestic Abuse	2	0.18
Extra Watch	90	8.26
Field Contact	21	1.93
Fire Alarm Call	3	0.28
Fire Call	9	0.83
Fire Health Safety Check	11	1.01
Found Property/Contraband	5	0.46
Fraud	3	0.28
Harassment	1	0.09
Health Safety	1	0.09
Keeping the Peace	5	0.46
Medical Assist\RCAD	86	7.90
Missing Person	3	0.28
Motor Vehicle Theft	1	0.09
Parking Violation	4	0.37
Peace Disturbance	59	5.42
Sex Offenses	1	0.09
Special Assignment	4	0.37
Stealing	27	2.48
Suicide/Suicide Attempt	2	0.18
Suspicious Activity	38	3.49
Suspicious Person	9	0.83
Suspicious Vehicle	18	1.65
Traffic Complaint	216	19.83
Trespass/Refusing to Leave	6	0.55
Warrant Arrest	19	1.74
Try to Contact/Well-Being	36	3.31

Total Calls: 1089

Report Includes:

All dates between `00:00:01 12/01/23` and `23:59:59 12/31/23`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies

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TRAFFIC CITATIONS FOR 2023

FAIL TO DISPLAY PLATES	*6 WERE ACCIDENTS	88
DWR/DWS	*7 WERE ACCIDENTS	52
NO INSURANCE	*20 WERE ACCIDENTS	60
SPEEDING		104
FAIL TO STOP @ STOP SIGN	* 8 WERE ACCIDENTS	94
NO OPS	*8 WERE ACCIDENTS	30
DWI	*5 WERE ACCIDENTS	27
NO SEATBELT	*1 WAS ACCIDENT	9
FAIL TO YIELD	*21 WERE ACCIDENTS	25
FOLLOWING TOO CLOSE	*8 WERE ACCIDENTS	9
C&I	*8 WERE ACCIDENTS	26
LEAVING SCENE OF ACCIDENT	*11 WERE ACCIDENTS	11
DEFECTIVE EQUIPMENT		1
NO U TURN		1
NO CHILD RESTRAINT	*1 WAS ACCIDENT	4
AVOID STOP SIGN		1
IMPROPER PASSING	*1 WAS ACCIDENT	1

FAIL TO COMPLY W/ IGNITION INTERLOCK**1**

LANE VIOLATION***8 WERE ACCIDENTS****15**

ELECTRIC SIGNAL VIOLATION***2 WERE ACCIDENTS****14**

TOTAL TRAFFIC CITATIONS ISSUED IN 2022**573**

2023 Total

#20.

01/02/24
10:55Moberly Police Department
Total CAD Calls Received, by Nature of Call343
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	72	0.58
Accident/Motor Vehicle	366	2.97
Alarm Call	237	1.92
Animal Bite	34	0.28
Animal Complaint	345	2.80
Arson	1	0.01
Assault	100	0.81
Assist Other Agency	398	3.23
Assist Police	3	0.02
Assist Public/Employee	1002	8.14
Building Check	1959	15.91
Burglary	29	0.24
City Ordinance Violation	16	0.13
Civil Matter	1	0.01
Damage Property	122	0.99
Dangerous Drug	1	0.01
Death Investigation	21	0.17
Document Delivery/Pickup	108	0.88
Domestic Abuse	17	0.14
DWI	1	0.01
E911 Check	43	0.35
Extra Watch	606	4.92
Extra Watch Request	143	1.16
Family Offense	1	0.01
Field Contact	255	2.07
Fire Alarm Call	42	0.34
Fire Call	112	0.91
Fire Health Safety Check	149	1.21
Flight/Escape	1	0.01
Found Property/Contraband	106	0.86
Fraud	56	0.45
Funeral Escort	16	0.13
Harassment	90	0.73
Health Safety	23	0.19
Information/Criminal Activity	1	0.01
Intoxicated Person	1	0.01
Keeping the Peace	52	0.42
Liquor Laws	12	0.10
Lost Property	3	0.02
Medical Assist\RCAD	775	6.29
Miscellaneous	1	0.01
Missing Person	21	0.17
Motor Vehicle Theft	11	0.09
Parking Violation	131	1.06
Peace Disturbance	738	5.99
Robbery	2	0.02
Runaway Juvenile Detained	1	0.01
Runaway Juv	16	0.13
Search Warrant	6	0.05
Sex Offenses	16	0.13
Shots Fired	1	0.01
Special Assignment	71	0.58
Spill	2	0.02
Stalking	1	0.01
Stealing	373	3.03

01/02/24
10:55

Moberly Police Department
Total CAD Calls Received, by Nature of Call

Page: 343
2

Nature of Call	Total Calls Received	% of Total
Suicide/Suicide Attempt	10	0.08
Suspicious Activity	529	4.30
Suspicious Person	198	1.61
Suspicious Vehicle	188	1.53
Traffic Complaint	1784	14.49
Trespass/Refusing to Leave	126	1.02
Warrant Arrest	346	2.81
Weapons	2	0.02
Try to Contact/Well-Being	420	3.41

Total Calls: 12314

Report Includes:

All dates between `00:00:01 01/01/23` and `23:59:59 12/31/23`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies

*** End of Report \SpillmanServer\app\tmp\reportTmp_aspilman\r

Moberly Fire Department December Monthly Report 2023



City of Moberly Fire Department

Emergency Dial 911
Station #1 660-269-8705 EXT 2035
Fax# 660-263-0596
E-mail ryand@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO 65270-1520
Fire Chief
Don Ryan

To: Mayor and City Council
 From: Don Ryan, Fire Chief
 Date: January 2, 2024
 Re: December Monthly Council Report:

- Last month the fire department responded to 130 incidents (26 different types) this included: **6 fire related calls; 88 EMS Calls; 13 Service Calls; 7 Good Intent call; 4 False Alarms & False Calls; 8 Hazardous Condition (No Fire); 0 Special Incident; and 12 fire inspections.**
- The Department's three shifts combined for **344.0** training hours. The following topics were covered: Cold Water/Ice Rescue; Forcible Entry; Pump Operations; Aerial Training; Gas Appliance Emergencies; Rope & Rope Rescue; Cascade Air Refill; Ventilation; CPR Recertification; and Health and Wellness.
- Building inspections (CFOs), annual business inspections continue to be done by all three shifts.
- Hydrant testing continued, working closely with the water department. We are making contact daily before going out to make sure it is approved by them so as to not create any issues within the water distribution system.
- The department participated in the monthly siren test on the 6th.
- The Chief participated in a training for the Salamander system in Kirksville on the 12th.
- The Chief attended a webinar (Understanding ISO & How to Improve Preparedness Before Your Next Review) on the 13th.

The Department said goodbye to Firefighter Zach Steeves this month. His last day on the job will be the 16th. Zach has enlisted into the Air Force. We want to wish Zach all the best in his future endeavors.

- The Chief participated in the Region B Coordinator's Meeting in Macon on the 19th.
- We had our monthly officer's meeting on the 27th.

Notice for January 2024

- Monthly Siren Test on the 3rd.
- The department will be welcoming back Patrick Wilborn, as he will be replacing FF Steeves. His first day on the job will be the 2nd.

- The Chief will attend the 24/63 Fire Chief's Meeting on the 4th.
- The Chief will be attending the RHSOC Region B Meeting on the 16th.
- We will hold our monthly officer's meeting on the 31st.

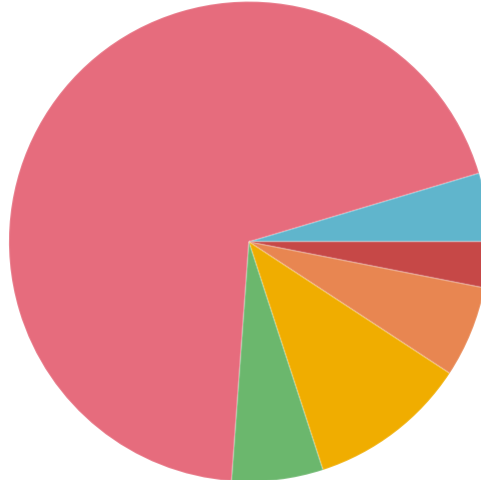


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
114 - Chimney or flue fire, confined to chimney or flue	1	0.77%
122 - Fire in motor home, camper, recreational vehicle	1	0.77%
131 - Passenger vehicle fire	1	0.77%
1512 - Building Materials/ Demo Mat. Fire	2	1.54%
170 - Cultivated vegetation, crop fire, other	1	0.77%
311 - Medical assist, assist EMS crew	1	0.77%
3112 - Lift Assistance	25	19.23%
3113 - Standby, No care provided	4	3.08%
321 - EMS call, excluding vehicle accident with injury	48	36.92%
322 - Motor vehicle accident with injuries	4	3.08%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.77%
324 - Motor vehicle accident with no injuries.	6	4.62%

Incident Type	Total Incidents	Percent
341 - Search for person on land	1	0.77%
411 - Gasoline or other flammable liquid spill	1	0.77%
424 - Carbon monoxide incident	1	0.77%
442 - Overheated motor	1	0.77%
445 - Arcing, shorted electrical equipment	1	0.77%
463 - Vehicle accident, general cleanup	4	3.08%
5001 - Gas Appliance Inspection	12	9.23%
5311 - Report of odor with nothing found	1	0.77%
551 - Assist police or other governmental agency	1	0.77%
600 - Good intent call, other	1	0.77%
611 - Dispatched & canceled en route	7	5.38%
735 - Alarm system sounded due to malfunction	2	1.54%
745 - Alarm system activation, no fire - unintentional	1	0.77%
746 - Carbon monoxide detector activation, no CO	1	0.77%

Total Number of Incidents: 130

Total Number of Incident Types: 26

Incident TypeTotal IncidentsPercent

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph
Filter Name: Last Calendar Month
Filter Expression: [AlarmDateTime] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM'

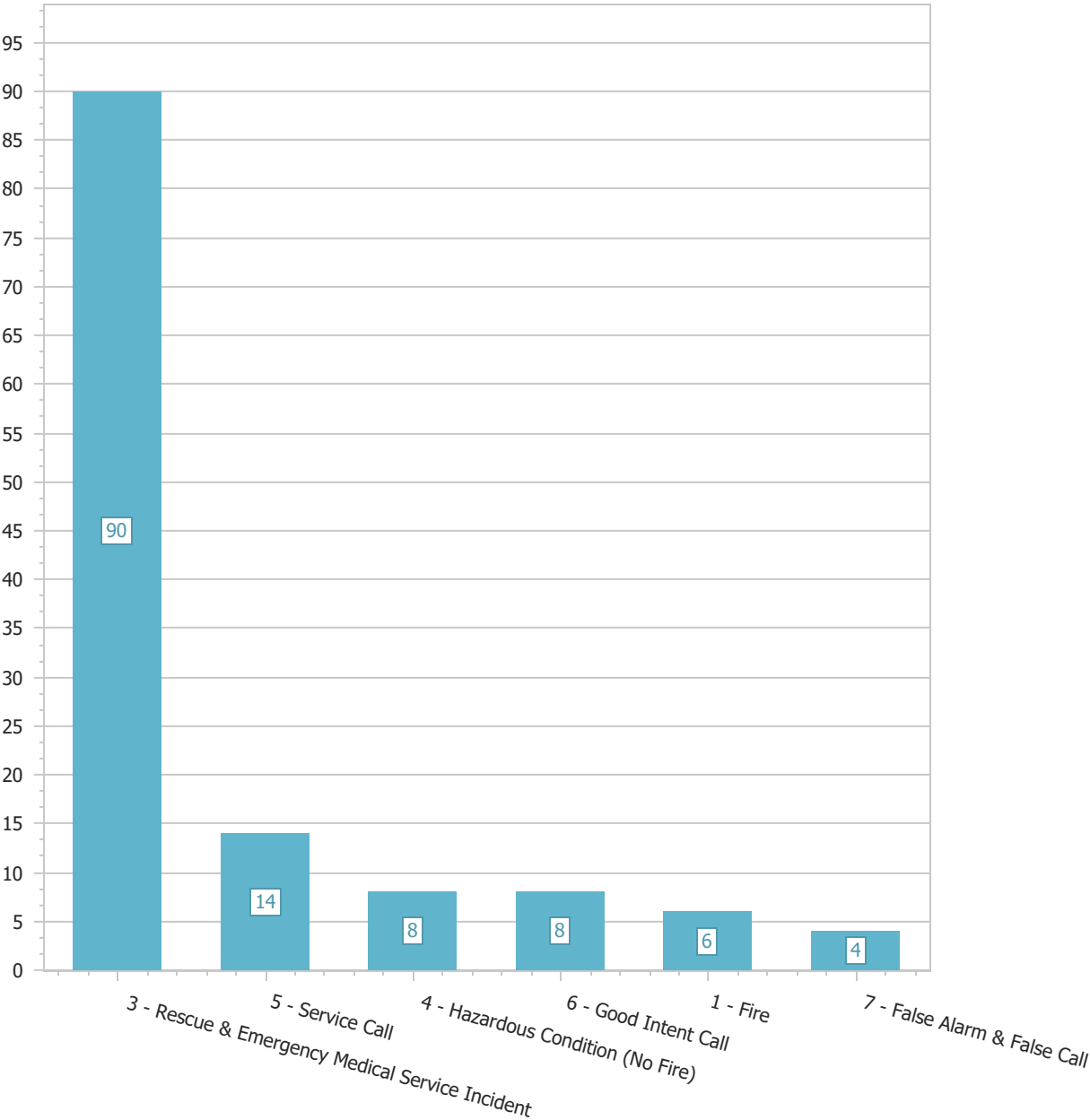


City of Moberly Fire Department

Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2301312	0	12/13/2023 1:24:31 PM	1212 COUNTY ROAD 2320, Moberly, MO 65270
2301331	0	12/15/2023 8:31:25 PM	1043 West End PL, Moberly, MO 65270
2301338	0	12/18/2023 3:59:17 PM	410 CORINTH, Moberly, MO 65270
2301348	0	12/20/2023 1:44:43 PM	301 High ST, Moberly, MO 65270
2301365	0	12/23/2023 1:28:26 AM	526 GARFIELD AVE, Moberly, MO 65270
2301382	0	12/28/2023 4:23:02 PM	305 HORSLEY ST, Moberly, MO 65270

Total Incidents: 6**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2301256	0	12/1/2023 6:58:26 AM	221 S MORLEY ST, Moberly, MO 65270
2301257	0	12/1/2023 12:53:32 PM	809 BOND ST, Moberly, MO 65270
2301258	0	12/1/2023 7:00:56 PM	909 BOND ST, Moberly, MO 65270
2301259	0	12/1/2023 8:21:19 PM	2251 SILVA LN #21, Moberly, MO 65270
2301260	0	12/2/2023 1:20:49 AM	111 E COATES ST, Moberly, MO 65270
2301261	0	12/2/2023 10:46:08 AM	623 S Ault ST, Moberly, MO 65270
2301262	0	12/2/2023 5:01:13 PM	402 S Morley ST, Moberly, MO 65270
2301263	0	12/3/2023 5:58:56 AM	800 SINNOCK AVE #5, Moberly, MO 65270
2301264	0	12/3/2023 7:58:08 PM	809 Bond ST, Moberly, MO 65270
2301265	0	12/4/2023 9:29:17 AM	500 GRATZ BROWN ST, Moberly, MO 65270
2301266	0	12/4/2023 11:27:40 AM	3 KENNEDY DR, Moberly, MO 65270
2301267	0	12/4/2023 12:40:21 PM	901 UNION, Moberly, MO 65270

2301268	0	12/4/2023 1:34:36 PM	636 VINCIL ST, Moberly, MO 65270
2301269	0	12/5/2023 12:22:34 AM	510 MOREHEAD, Moberly, MO 65270
2301272	0	12/5/2023 2:30:09 PM	808 Williams S, Moberly, MO 65270
2301273	0	12/5/2023 5:44:02 PM	410 MORLEY #2, Moberly, MO 65270
2301275	0	12/5/2023 8:14:36 PM	734 REED, Moberly, MO 65270
2301276	0	12/6/2023 5:44:08 AM	1204 Shepherd's DR, Moberly, MO 65270
2301278	0	12/6/2023 9:35:01 PM	504 FULTON, Moberly, MO 65270
2301280	0	12/7/2023 12:44:32 PM	510 MOREHEAD, Moberly, MO 65270
2301281	0	12/7/2023 1:32:28 PM	1515 OMAR BRADLEY DR, Moberly, MO 65270
2301282	0	12/7/2023 2:55:58 PM	808 S WILLIAMS ST, Moberly, MO 65270
2301285	0	12/7/2023 4:53:30 PM	1114 MARMADUKE CT, Moberly, MO 65270
2301286	0	12/7/2023 7:25:03 PM	1311 HIGHWAY 24, Moberly, MO 65270
2301287	0	12/8/2023 3:09:36 AM	100 S CLARK ST, MOBERLY, MO 65270
2301289	0	12/8/2023 10:43:57 AM	525 West End PL W, Moberly, MO 65270
2301291	0	12/8/2023 9:53:34 PM	808 Williams S, Moberly, MO 65270
2301292	0	12/9/2023 5:24:42 AM	901 UNION, Moberly, MO 65270
2301293	0	12/9/2023 2:18:42 PM	800 Sinnock AVE, Moberly, MO 65270
2301294	0	12/9/2023 4:34:33 PM	901 Union AVE, Moberly, MO 65270
2301295	0	12/9/2023 8:36:26 PM	301 N Ault ST, Moberly, MO 65270
2301296	0	12/10/2023 11:48:36 AM	643 N MORLEY ST #C, Moberly, MO 65270
2301297	0	12/10/2023 6:53:38 PM	800 SINNOCK, Moberly, MO 65270
2301298	0	12/10/2023 9:57:14 PM	901 UNION, Moberly, MO 65270
2301299	0	12/10/2023 10:54:23 PM	908 FISK AVE, Moberly, MO 65270

2301300	0	12/11/2023 8:35:45 14 URBANDALE, Moberly, MO 65270 AM
2301302	0	12/11/2023 4:17:49 510 MOREHEAD ST, Moberly, MO 65270 PM
2301303	0	12/11/2023 4:18:58 1827 RAVENWOOD #4, Moberly, MO 65270 PM
2301304	0	12/12/2023 9:57:42 1337 SCOTT, Moberly, MO 65270 AM
2301305	0	12/12/2023 10:48:24 AM 100 JAMAR, Moberly, MO 65270
2301307	0	12/12/2023 5:53:00 8 Kennedy DR, Moberly, MO 65270 PM
2301310	0	12/13/2023 9:42:42 911 E URBANDALE DR, Moberly, MO 65270 AM
2301313	0	12/13/2023 1:47:25 40 KENNEDY DR, Moberly, MO 65270 PM
2301314	0	12/13/2023 2:33:41 1625 Gratz Brown ST, Moberly, MO 65270 PM
2301315	0	12/13/2023 5:21:40 E HIGHWAY 24 & W Outer Rd, Moberly, MO PM
2301319	0	12/13/2023 7:04:49 1957 HIGHWAY DD, Moberly, MO 65270 PM
2301321	0	12/13/2023 11:40:07 PM 800 Sinnock AVE, Moberly, MO 65270
2301324	0	12/14/2023 6:14:37 422 S Morley ST, Moberly, MO 65270 PM
2301325	0	12/15/2023 6:25:48 407 EPPERSON, Moberly, MO 65270 AM
2301329	0	12/15/2023 12:31:53 PM 511 LONGVIEW, Moberly, MO 65270
2301330	0	12/15/2023 6:06:56 S WILLIAMS & W Wightman ST, Moberly, MO PM
2301335	0	12/18/2023 8:36:23 1826 6 MILE, Moberly, MO 65270 AM
2301336	0	12/18/2023 1:31:34 906 MYRA, Moberly, MO 65270 PM
2301337	0	12/18/2023 3:28:50 623 S AULT, Moberly, MO 65270 PM
2301339	0	12/18/2023 7:23:06 906 MYRA, Moberly, MO 65270 PM
2301340	0	12/19/2023 4:17:26 1331 URBANDALE, Moberly, MO 65270 AM
2301342	0	12/19/2023 11:59:54 AM 825 E LOGAN ST, Moberly, MO 65270
2301343	0	12/19/2023 1:11:02 1000 S WILLIAMS ST #401, Moberly, MO 65270 PM

2301344	0	12/19/2023 4:03:29 W Hwy 24 & Highway DD, Moberly, MO PM
2301346	0	12/20/2023 6:48:11 409 GARFIELD, Moberly, MO 65270 AM
2301347	0	12/20/2023 1:15:51 712 FRANKLIN, Moberly, MO 65270 PM
2301350	0	12/20/2023 4:16:05 533 HIGHWAY 24, Moberly, MO 65270 PM
2301351	0	12/20/2023 800 Sinnock AVE #34, Moberly, MO 65270 10:59:43 PM
2301352	0	12/21/2023 2:00:13 510 Morehead ST E, Moberly, MO 65270 AM
2301353	0	12/21/2023 9:55:40 1816 Rhonda, Moberly, MO 65270 AM
2301354	0	12/21/2023 1:47:44 511 LONGVIEW, Moberly, MO 65270 PM
2301355	0	12/21/2023 2:05:18 520 N Morley, MOBERLY, MO 65270 PM
2301356	0	12/21/2023 8:37:20 1021 N Morley ST, Moberly, MO 65270 PM
2301357	0	12/21/2023 8:43:31 401 MOREHEAD, Moberly, MO 65270 PM
2301358	0	12/21/2023 9:48:42 511 LONGVIEW, Moberly, MO 65270 PM
2301359	0	12/22/2023 4:01:52 820 N MOULTON, Moberly, MO 65270 AM
2301361	0	12/22/2023 6:13:03 131 S TANNEHILL ST, Moberly, MO 65270 PM
2301362	0	12/22/2023 7:03:46 315 N CLARK ST, Moberly, MO 65270 PM
2301363	0	12/22/2023 7:36:49 S Morley St near Carpenter St, Moberly, MO 65270 PM
2301366	0	12/23/2023 9:06:10 1500 HUNTSVILLE AVE, Moberly, MO 65270 AM
2301367	0	12/23/2023 1:15:53 1737 Eastbrook CIR, Moberly, MO 65270 PM
2301368	0	12/24/2023 205 Farror ST #410, Moberly, MO 65270 12:00:00 AM
2301369	0	12/24/2023 605 Adams AVE, Moberly, MO 65270 10:04:47 AM
2301370	0	12/24/2023 5:39:47 703 SEVEN BRIDGES, Moberly, MO 65270 PM
2301371	0	12/24/2023 Holman & Concannon ST, Moberly, MO 10:57:44 PM
2301372	0	12/25/2023 6:26:50 606 MCKINSEY PL, Moberly, MO 65270 AM

2301373	0	12/25/2023 9:15:44	800 SINNOCK AVE #34, Moberly, MO 65270 AM
2301375	0	12/25/2023 9:01:30	MOREHEAD ST & Bertley ST, Moberly, MO PM
2301376	0	12/26/2023 5:43:48	1957 HIGHWAY DD, Moberly, MO 65270 AM
2301378	0	12/27/2023 8:27:11	300 W Rollins ST, Moberly, MO 65270 AM
2301379	0	12/27/2023 11:42:48 AM	1007 Myra ST, Moberly, MO 65270
2301380	0	12/28/2023 5:02:17	HWY 63 And Route M, Moberly, MO 65270 AM
2301381	0	12/28/2023 3:37:04	1301 E HIGHWAY 24, Moberly, MO 65270 PM
2301383	0	12/31/2023 10:36:02 AM	1501 N MORLEY ST, Moberly, MO 65270
2301385	0	12/31/2023 11:51:26 PM	407 E TERRILL RD, Moberly, MO 65270

Total Incidents: 90

Incident Type: 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2301274	0	12/5/2023 6:34:52 PM	Bertley ST & Barrow ST, Moberly, MO
2301279	0	12/7/2023 8:46:07 AM	1303 E HIGHWAY 24, Moberly, MO 65270
2301290	0	12/8/2023 6:25:26 PM	E MCKINSEY & S Morley ST, Moberly, MO
2301306	0	12/12/2023 2:27:00 PM	1331 Lantern Pointe LOOP, Moberly, MO 65270
2301308	0	12/12/2023 7:00:09 PM	300 N Morley ST, Moberly, MO 65270
2301316	0	12/13/2023 5:51:19 PM	MORLEY, Moberly, MO 65270
2301318	0	12/13/2023 6:13:14 PM	SPARKS AVE NEAR RAILROAD CROSSING, MOBERLY, MO 65270
2301349	0	12/20/2023 2:01:31 PM	600 E 24 HWY, Moberly, MO 65270

Total Incidents: 8

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
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2301271	0	12/5/2023 11:30:00	1228 Woody AVE, Moberly, MO 65270 AM
2301277	0	12/6/2023 10:00:00	700 Union AVE, Moberly, MO 65270 AM
2301283	0	12/7/2023 2:30:00	469 E BURKHART ST, MOBERLY, MO 65270 PM
2301284	0	12/7/2023 4:00:00	469 E Burkhardt ST, Moberly, MO 65270 PM
2301288	0	12/8/2023 8:00:00	415 Shumate DR, Moberly, MO 65270 AM
2301301	0	12/11/2023 12:54:00 PM	518 E Burkhardt ST, Moberly, MO 65270
2301322	0	12/14/2023 11:00:00 AM	410 Tara Park W, Moberly, MO 65270
2301323	0	12/14/2023 1:15:00	700 E Urbandale DR, Moberly, MO 65270 PM
2301326	0	12/15/2023 8:53:00	700 E Urbandale DR, Moberly, MO 65270 AM
2301327	0	12/15/2023 11:24:00 AM	822 S Clark ST, Moberly, MO 65270
2301328	0	12/15/2023 11:31:00 AM	212 Lotter ST, Moberly, MO 65270
2301333	0	12/17/2023 6:56:06	642 Taylor ST, Moberly, MO 65270 PM
2301341	0	12/19/2023 11:30:00 AM	500 W ROLLINS ST, Moberly, MO 65270
2301384	0	12/31/2023 7:12:32	400 BLK TAYLOR, Moberly, MO 65270 PM

Total Incidents: 14

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2301270	0	12/5/2023 6:30:15	623 S AULT ST, Moberly, MO 65270 AM
2301309	0	12/13/2023 8:01:37	300 N CLARK ST, Moberly, MO 65270 AM
2301311	0	12/13/2023 10:50:52 AM	200 Block of W Logan St, Moberly, MO 65270
2301317	0	12/13/2023 5:50:28	800 Sinnock AVE #22, Moberly, MO 65270 PM
2301320	0	12/13/2023 9:50:36	1028 SINNOCK #3, Moberly, MO 65270 PM
2301332	0	12/17/2023 5:00:52	700 URBANDALE, Moberly, MO 65270 PM

2301374	0	12/25/2023 10:57:14 AM	1329 WATSON ST, Moberly, MO 65270
2301377	0	12/26/2023 7:52:52 PM	1921 CEDAR SLOPES, Moberly, MO 65270

Total Incidents: 8

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2301334	0	12/18/2023 1:33:56 AM	302 College N, Moberly, MO 65270
2301345	0	12/19/2023 5:31:28 PM	314 HIGHWAY 24, Moberly, MO 65270
2301360	0	12/22/2023 5:32:57 PM	1 TYDINGS TER TER, Moberly, MO 65270
2301364	0	12/22/2023 9:24:43 PM	1015 W ROLLINS ST, Moberly, MO 65270

Total Incidents: 4

Total Number of Distict Incidents: 130

Total Number of Distict Incident Types: 26

Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM'

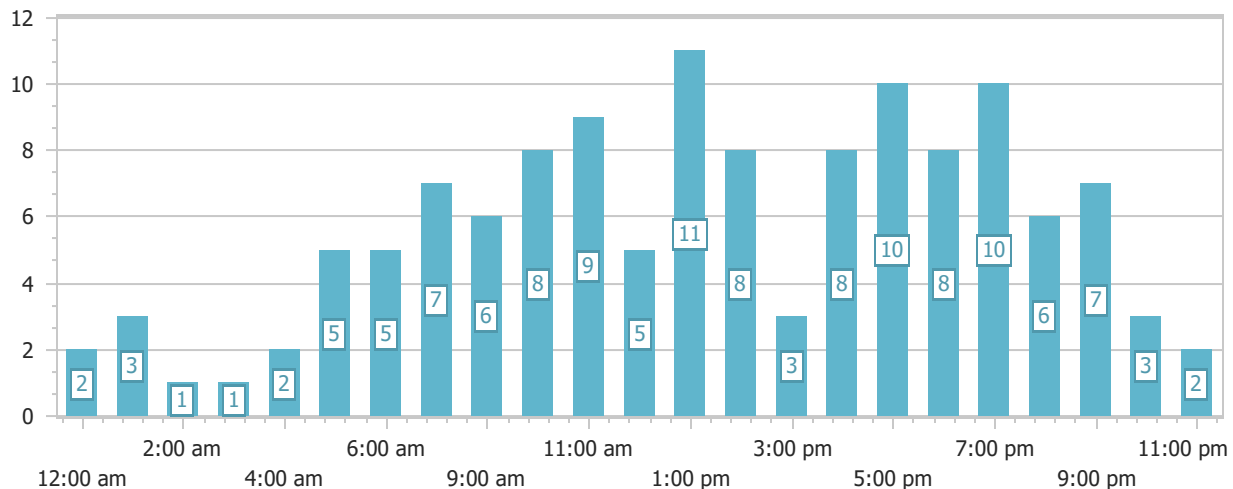


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301269	0	12/5/2023	321 - EMS call, excluding vehicle accident with injury
2301368	0	12/24/2023	3112 - Lift Assistance

Total Number of Incidents: 2

1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301260	0	12/2/2023	321 - EMS call, excluding vehicle accident with injury
2301334	0	12/18/2023	735 - Alarm system sounded due to malfunction
2301365	0	12/23/2023	1512 - Building Materials/ Demo Mat. Fire

Total Number of Incidents: 3

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301352	0	12/21/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301287	0	12/8/2023	3112 - Lift Assistance

Total Number of Incidents: 1

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301340	0	12/19/2023	3112 - Lift Assistance
2301359	0	12/22/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301263	0	12/3/2023	3112 - Lift Assistance
2301276	0	12/6/2023	3112 - Lift Assistance
2301292	0	12/9/2023	3112 - Lift Assistance
2301376	0	12/26/2023	321 - EMS call, excluding vehicle accident with injury
2301380	0	12/28/2023	322 - Motor vehicle accident with injuries

Total Number of Incidents: 5

6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301256	0	12/1/2023	321 - EMS call, excluding vehicle accident with injury
2301270	0	12/5/2023	611 - Dispatched & canceled en route
2301325	0	12/15/2023	321 - EMS call, excluding vehicle accident with injury
2301346	0	12/20/2023	3112 - Lift Assistance
2301372	0	12/25/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 5

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301279	0	12/7/2023	411 - Gasoline or other flammable liquid spill
2301288	0	12/8/2023	5001 - Gas Appliance Inspection
2301300	0	12/11/2023	3112 - Lift Assistance
2301309	0	12/13/2023	611 - Dispatched & canceled en route
2301326	0	12/15/2023	5001 - Gas Appliance Inspection
2301335	0	12/18/2023	321 - EMS call, excluding vehicle accident with injury
2301378	0	12/27/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301265	0	12/4/2023	3112 - Lift Assistance
2301304	0	12/12/2023	321 - EMS call, excluding vehicle accident with injury
2301310	0	12/13/2023	321 - EMS call, excluding vehicle accident with injury
2301353	0	12/21/2023	321 - EMS call, excluding vehicle accident with injury
2301366	0	12/23/2023	324 - Motor vehicle accident with no injuries.
2301373	0	12/25/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301261	0	12/2/2023	321 - EMS call, excluding vehicle accident with injury
2301277	0	12/6/2023	5001 - Gas Appliance Inspection
2301289	0	12/8/2023	321 - EMS call, excluding vehicle accident with injury
2301305	0	12/12/2023	321 - EMS call, excluding vehicle accident with injury
2301311	0	12/13/2023	611 - Dispatched & canceled en route
2301369	0	12/24/2023	321 - EMS call, excluding vehicle accident with injury
2301374	0	12/25/2023	600 - Good intent call, other
2301383	0	12/31/2023	322 - Motor vehicle accident with injuries

Total Number of Incidents: 8

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301266	0	12/4/2023	321 - EMS call, excluding vehicle accident with injury
2301271	0	12/5/2023	5001 - Gas Appliance Inspection
2301296	0	12/10/2023	324 - Motor vehicle accident with no injuries.
2301322	0	12/14/2023	5001 - Gas Appliance Inspection
2301327	0	12/15/2023	5001 - Gas Appliance Inspection
2301328	0	12/15/2023	5001 - Gas Appliance Inspection
2301341	0	12/19/2023	5001 - Gas Appliance Inspection
2301342	0	12/19/2023	321 - EMS call, excluding vehicle accident with injury
2301379	0	12/27/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 9**12:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2301257	0	12/1/2023	3112 - Lift Assistance
2301267	0	12/4/2023	3112 - Lift Assistance
2301280	0	12/7/2023	321 - EMS call, excluding vehicle accident with injury
2301301	0	12/11/2023	5001 - Gas Appliance Inspection
2301329	0	12/15/2023	3112 - Lift Assistance

Total Number of Incidents: 5**1:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2301268	0	12/4/2023	321 - EMS call, excluding vehicle accident with injury
2301281	0	12/7/2023	321 - EMS call, excluding vehicle accident with injury
2301312	0	12/13/2023	170 - Cultivated vegetation, crop fire, other
2301313	0	12/13/2023	3112 - Lift Assistance
2301323	0	12/14/2023	5001 - Gas Appliance Inspection
2301336	0	12/18/2023	3112 - Lift Assistance
2301343	0	12/19/2023	321 - EMS call, excluding vehicle accident with injury

2301347	0	12/20/2023	3112 - Lift Assistance
2301348	0	12/20/2023	131 - Passenger vehicle fire
2301354	0	12/21/2023	3112 - Lift Assistance
2301367	0	12/23/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 11

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301272	0	12/5/2023	3112 - Lift Assistance
2301283	0	12/7/2023	5001 - Gas Appliance Inspection
2301282	0	12/7/2023	321 - EMS call, excluding vehicle accident with injury
2301293	0	12/9/2023	321 - EMS call, excluding vehicle accident with injury
2301306	0	12/12/2023	424 - Carbon monoxide incident
2301314	0	12/13/2023	321 - EMS call, excluding vehicle accident with injury
2301349	0	12/20/2023	463 - Vehicle accident, general cleanup
2301355	0	12/21/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301337	0	12/18/2023	321 - EMS call, excluding vehicle accident with injury
2301338	0	12/18/2023	114 - Chimney or flue fire, confined to chimney or flue
2301381	0	12/28/2023	311 - Medical assist, assist EMS crew

Total Number of Incidents: 3

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301284	0	12/7/2023	5001 - Gas Appliance Inspection
2301285	0	12/7/2023	321 - EMS call, excluding vehicle accident with injury
2301294	0	12/9/2023	3112 - Lift Assistance
2301302	0	12/11/2023	321 - EMS call, excluding vehicle accident with injury

2301303	0	12/11/2023	3113 - Standby, No care provided
2301344	0	12/19/2023	324 - Motor vehicle accident with no injuries.
2301350	0	12/20/2023	3113 - Standby, No care provided
2301382	0	12/28/2023	1512 - Building Materials/ Demo Mat. Fire

Total Number of Incidents: 8

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301262	0	12/2/2023	322 - Motor vehicle accident with injuries
2301273	0	12/5/2023	3112 - Lift Assistance
2301307	0	12/12/2023	341 - Search for person on land
2301315	0	12/13/2023	324 - Motor vehicle accident with no injuries.
2301317	0	12/13/2023	611 - Dispatched & canceled en route
2301316	0	12/13/2023	463 - Vehicle accident, general cleanup
2301332	0	12/17/2023	611 - Dispatched & canceled en route
2301345	0	12/19/2023	735 - Alarm system sounded due to malfunction
2301360	0	12/22/2023	746 - Carbon monoxide detector activation, no CO
2301370	0	12/24/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 10

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301274	0	12/5/2023	463 - Vehicle accident, general cleanup
2301290	0	12/8/2023	463 - Vehicle accident, general cleanup
2301297	0	12/10/2023	321 - EMS call, excluding vehicle accident with injury
2301318	0	12/13/2023	445 - Arcing, shorted electrical equipment
2301324	0	12/14/2023	321 - EMS call, excluding vehicle accident with injury
2301330	0	12/15/2023	324 - Motor vehicle accident with no injuries.
2301333	0	12/17/2023	5311 - Report of odor with nothing found
2301361	0	12/22/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301258	0	12/1/2023	321 - EMS call, excluding vehicle accident with injury
2301264	0	12/3/2023	321 - EMS call, excluding vehicle accident with injury
2301286	0	12/7/2023	3113 - Standby, No care provided
2301308	0	12/12/2023	442 - Overheated motor
2301319	0	12/13/2023	321 - EMS call, excluding vehicle accident with injury
2301339	0	12/18/2023	3112 - Lift Assistance
2301362	0	12/22/2023	321 - EMS call, excluding vehicle accident with injury
2301363	0	12/22/2023	322 - Motor vehicle accident with injuries
2301377	0	12/26/2023	611 - Dispatched & canceled en route
2301384	0	12/31/2023	551 - Assist police or other governmental agency

Total Number of Incidents: 10

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301259	0	12/1/2023	321 - EMS call, excluding vehicle accident with injury
2301275	0	12/5/2023	321 - EMS call, excluding vehicle accident with injury
2301295	0	12/9/2023	3112 - Lift Assistance
2301331	0	12/15/2023	122 - Fire in motor home, camper, recreational vehicle
2301356	0	12/21/2023	323 - Motor vehicle/pedestrian accident (MV Ped)
2301357	0	12/21/2023	3112 - Lift Assistance

Total Number of Incidents: 6

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301278	0	12/6/2023	321 - EMS call, excluding vehicle accident with injury
2301291	0	12/8/2023	3113 - Standby, No care provided
2301298	0	12/10/2023	3112 - Lift Assistance
2301320	0	12/13/2023	611 - Dispatched & canceled en route
2301358	0	12/21/2023	3112 - Lift Assistance

2301364	0	12/22/2023	745 - Alarm system activation, no fire - unintentional
2301375	0	12/25/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301299	0	12/10/2023	321 - EMS call, excluding vehicle accident with injury
2301351	0	12/20/2023	3112 - Lift Assistance
2301371	0	12/24/2023	324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 3

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301321	0	12/13/2023	321 - EMS call, excluding vehicle accident with injury
2301385	0	12/31/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed
Filter Name: last month
Filter Expression: [AlarmDateTime] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM'



Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
301 Command Ford F250	67
302 - 2014 Saber	54
303- 2022 Commander	84
304 - 2002 Contender	1
306 - 2011 Ford F350	1

Total Number of Incidents: 128

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM'



Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Department Log Hours and Points, Detailed

Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
Start Time: 12/28/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Rope Rescue Training			
Start Time: 12/19/2023 9:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: Cascade System training			
Start Time: 12/13/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gas Appliance Emergencies/Inspections			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on how to effectively connect to a hydrant and supply water to a fireground if the engineer is acting alone.			
Start Time: 12/6/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: CPR recertificaion			
Total Hours and Points:		17:00	0	17

Boeding, Matthew

		Time at Activity	Hours Paid	Points
Start Time: 12/27/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Dept SOGs Ventilation			

Fan Operation and
Technique

Start Time: 12/15/2023 9:00:00 AM **Activity:** 04:00

Log Type: Training **Entry Text:** Rope checks and inventory, Acending, Rappeling, Changeovers, Harrness donning

Total Hours and Points: 08:00 0 4

Brockman, Stacy, D

Start Time: 12/15/2023 9:00:00 AM **Activity:** 04:00

Log Type: Training **Entry Text:** Rope checks and inventory, Acending, Rappeling, Changeovers, Harrness donning

Start Time: 12/6/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** CPR recertificaion

Total Hours and Points: 08:00 0 4

Brown, Killian

Start Time: 12/27/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Dept SOGs Ventialation Fan Operation and Technique

Start Time: 12/15/2023 9:00:00 AM **Activity:** 04:00

Log Type: Training **Entry Text:** Rope checks and inventory, Acending, Rappeling, Changeovers, Harrness donning

Start Time: 12/6/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** CPR recertificaion

Total Hours and Points: 12:00 0 8

Brown, Wayne

		Time at Activity	Hours Paid	Points
Start Time: 12/14/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Forceable Entry.			
Start Time: 12/5/2023 1:00:00 PM	Activity:	04:00		
Log Type: Training	Entry Text: Tower truck Training.Set up and placement. Operation non water.			
Total Hours and Points:		08:00	0	4

Burton, Eric

		Time at Activity	Hours Paid	Points
Start Time: 12/28/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Rope Rescue Training			
Start Time: 12/19/2023 9:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: Cascade System training			
Start Time: 12/13/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gas Appliance Emergencies/Inspections			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on how to effectively connect to a hydrant and supply water to a fireground if the engineer is acting alone.			
Total Hours and Points:		13:00	0	13

Cody, Mark A

		Time at Activity	Hours Paid	Points
Start Time: 12/14/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Forceable Entry.			
Start Time: 12/5/2023 1:00:00 PM	Activity:	04:00		
Log Type: Training	Entry Text: Tower truck Training.Set up and placement. Operation non water.			
Total Hours and Points:		08:00	0	4

Dutton II, Kenneth Ross

		Time at Activity	Hours Paid	Points
Start Time: 12/27/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Dept SOGs Ventilation Fan Operation and Technique			
Start Time: 12/6/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: CPR recertificaion			
Total Hours and Points:		08:00	0	8

Hirleman, Brendan

		Time at Activity	Hours Paid	Points
Start Time: 12/14/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Forceable Entry.			
Total Hours and Points:		04:00	0	4

Keel, Ivan

		Time at Activity	Hours Paid	Points
Start Time: 12/27/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Dept SOGs Ventilation			

Fan Operation and
Technique

Start Time: 12/15/2023 9:00:00 AM **Activity:** 04:00

Log Type: Training **Entry Text:** Rope checks and inventory, Acending, Rappeling, Changeovers, Harrness donning

Start Time: 12/6/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** CPR recertificaion

Total Hours and Points: 12:00 0 8

Lamar, Manlee

Time at Activity **Hours Paid** **Points**

Start Time: 12/5/2023 1:00:00 PM **Activity:** 04:00

Log Type: Training **Entry Text:** Tower truck Training.Set up and placement. Operation non water.

Total Hours and Points: 04:00 0 0

McCawley, Justus

Time at Activity **Hours Paid** **Points**

Start Time: 12/14/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Forceable Entry.

Start Time: 12/13/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Gas Appliance Emergencies/Inspections

Start Time: 12/5/2023 1:00:00 PM **Activity:** 04:00

Log Type: Training **Entry Text:** Tower truck Training.Set up and placement. Operation non water.

Total Hours and Points: 12:00 0 8

Price, Darren

		Time at Activity	Hours Paid	Points
Start Time: 12/28/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Rope Rescue Training			
Start Time: 12/19/2023 9:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: Cascade System training			
Start Time: 12/13/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gas Appliance Emergencies/Inspections			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on how to effectively connect to a hydrant and supply water to a fireground if the engineer is acting alone.			
Total Hours and Points:		13:00	0	13

Putnam, Cory

		Time at Activity	Hours Paid	Points
Start Time: 12/28/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Rope Rescue Training			
Start Time: 12/19/2023 9:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: Cascade System training			
Start Time: 12/13/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gas Appliance Emergencies/Inspections			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on			

how to effectively connect
to a hydrant and supply
water to a fireground if
the engineer is acting
alone.

Total Hours and Points: 13:00 0 13

Reinhart, Joey

		Time at Activity	Hours Paid	Points
Start Time: 12/13/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gas Appliance Emergencies/Inspections			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on how to effectively connect to a hydrant and supply water to a fireground if the engineer is acting alone.			
Total Hours and Points:		08:00	0	8

Rhoades, Lawrence

		Time at Activity	Hours Paid	Points
Start Time: 12/14/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Forceable Entry.			
Start Time: 12/5/2023 1:00:00 PM	Activity:	04:00		
Log Type: Training	Entry Text: Tower truck Training.Set up and placement. Operation non water.			
Total Hours and Points:		08:00	0	4

Schell, Robert

Time at Activity	Hours Paid	Points
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Start Time: 12/28/2023 1:00:00 PM **Activity:** 04:00 4
Log Type: Training **Entry Text:** Rope Rescue Training

Start Time: 12/19/2023 9:00:00 AM **Activity:** 01:00 1
Log Type: Training **Entry Text:** Cascade System training

Total Hours and Points: 05:00 0 5

Stone, Slater

		Time at Activity	Hours Paid	Points
Start Time: 12/27/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Dept SOGs Ventilation Fan Operation and Technique			
Start Time: 12/6/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: CPR recertificaion			
Total Hours and Points:		08:00	0	8

Sunderland, Daniel J

		Time at Activity	Hours Paid	Points
Start Time: 12/27/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Dept SOGs Ventilation Fan Operation and Technique			
Start Time: 12/15/2023 9:00:00 AM	Activity:	04:00		
Log Type: Training	Entry Text: Rope checks and inventory, Acending, Rappeling, Changeovers, Harrness donning			
Start Time: 12/7/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Pump Training: Personnel conducted training on the newest engine (303) on how to effectively connect to a hydrant and supply			

water to a fireground if
the engineer is acting
alone.

Total Hours and Points: 12:00 0 8

Tompson, Ron

		Time at Activity	Hours Paid	Points
Start Time: 12/14/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Forceable Entry.			
Start Time: 12/5/2023 1:00:00 PM	Activity:	04:00		
Log Type: Training	Entry Text: Tower truck Training.Set up and placement. Operation non water.			
Total Hours and Points:		08:00	0	4

Wolverton, Charles B

		Time at Activity	Hours Paid	Points
Start Time: 12/28/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Rope Rescue Training			
Start Time: 12/15/2023 9:00:00 AM	Activity:	04:00		
Log Type: Training	Entry Text: Rope checks and inventory, Acending, Rappeling, Changeovers, Harness donning			
Total Hours and Points:		08:00	0	4

Grand Total Hours and Points: 8 Days, 05: 0 149

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM') And ([LogTypeID] equals 'Training')

A Shift

469

470

C Shift

471



Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 1W319A

Location: Silva Ln / At Moberly apartmen, Moberly, MO 65270 **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:**

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1438	1091	50	20	35	750

Hydrant Number: 1w320

Location: Hwy 24E/W Exit off 63, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:**

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		2531	1921	50	40	40	1061

Hydrant Number: 1w321

Location: Hwy 24 E/West Exit off 63, Moberly, MO 65270 **Color:** Orange

District: WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		3680	2793	50	40	45	1061

Hydrant Number: 1w323**Location:** East Outer rd. N, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		2684	2037	50	45	40	1126

Hydrant Number: 1W327**Location:** 1320 Hwy 24 East (behind dolla, Moberly, MO 65270)**Color:** Green**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		2444	1855	50	35	40	1025

Hydrant Number: 1w352**Location:** Crete Street, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:**

Next Test Date: 12/28/2024

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		1628	1236	50	35	30	993

Hydrant Number: 1W354

Location: Crete Street, Moberly, MO 65270

Color: Green

District: WARD ONE

Township:

Year:

Next Test Date: 12/28/2024

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		1443	1095	50	35	25	993
12/29/2023		2243	1543	40	40	30	1061

Hydrant Number: 1w356

Location: Mall parking lot behind Countr, Moberly, MO 65270

Color: Green

District:

Township:

Year:

Next Test Date: 12/28/2024

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		2236	1628	45	35	35	993
12/29/2023		1802	1240	40	40	25	1061

Hydrant Number: 1w357

Location: Morley Street N, Moberly, MO 65270

Color: Orange

District: WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1561	1074	40	30	25	919

Hydrant Number: 1w358**Location:****Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 08/12/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		2418	1336	30	30	25	919

Hydrant Number: 1W359A**Location:** West of/behind Quik Cash, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1943	1336	40	30	30	919

Hydrant Number: 1w360**Location:** North Avenue, Moberly, MO 65270**Color:** Orange**District:** WARD FOUR**Township:****Year:**

Next Test Date: 12/28/2024**Make:** American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		2418	1336	30	30	25	919
12/29/2023		2099	1443	40	35	30	993
12/29/2023		81611	56130	40	35	30	38604
12/29/2023		1656	1247	49	35	30	993

Hydrant Number: 1W361A**Location:** Morley Street N, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		816	516	35	20	5	750

Hydrant Number: 1W362**Location:** 1600 Morley Street N, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		999	632	35	30	5	919
12/29/2023		698	480	40	15	5	650

Hydrant Number: 1W363**Location:** Porter, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		759		20	15	5	650

Hydrant Number: 1W364**Location:** 512 Austin, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		856	359	25	15	10	650

Hydrant Number: 1W365**Location:** Bertley, Moberly, MO**Color:** Green**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		999	632	35	30	5	919

Hydrant Number: 1W366

Location: Kennedy, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1053	766	45	30	10	919

Hydrant Number: 1W367**Location:** Kehoe, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1220		10	25	5	839

Hydrant Number: 1W368**Location:** #7 Willot, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		807	555	40	20	5	750

Hydrant Number: 1W369

Location: #11 Kehoe, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		807	555	40	20	5	750

Hydrant Number: 1W370**Location:** Nickell Terrace, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		698	480	40	15	5	650

Hydrant Number: 1W371**Location:** Kenedy, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		586	324	30	10	5	531

Hydrant Number: 1w372**Location:** Kennedy, Moberly, MO**Color:** Orange

District: WARD ONE**Township:****Year:****Next Test Date:** 12/28/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		894	651	45	25	5	839

Hydrant Number: 3w193**Location:** S Clark ST & Wicker ST, Moberly, MO**Color:** Red**District:** WARD THREE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** American Darling**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		562	426	50	10	5	531

Hydrant Number: 3W214**Location:** Harvest LN, Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		1105	839	50	25	20	839

Hydrant Number: 3W215**Location:** 1361 Harvest LN--1st plug S, Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:**

Next Test Date: 12/28/2024**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		1122	902	60	25	25	839

Hydrant Number: 3W216**Location:** 1391 Harvest LN --2nd plug S, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		934	750	60	20	20	750

Hydrant Number: 3w217**Location:** 1425 Harvest LN--3rd plug S, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		1071	839	55	25	20	839

Hydrant Number: 3w218**Location:** 1465 Harvest LN--4th plug S, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 12/28/2024**Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		934	750	60	20	20	750

Hydrant Number: 3w219

Location: Overland LN & Homestead DR, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		989	750	50	20	20	750

Hydrant Number: 3w220

Location: 1361 Overland--1st plug S, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		989	750	50	20	20	750

Hydrant Number: 3w221

Location: Heritage PL & Homestead DR, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 09/25/2024 **Make:** Mueller

FLOW TEST SUMMARY

Flow Flow Actual

FLOW TEST SUMMARY		at 0 PSI	at 20 PSI	Static Pressure	Pitot Pressure	Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		934	750	60	20	20	750

Hydrant Number: 4w261

Location: W 24 HWY, Moberly, MO **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		1376	1044	50	25	30	839

Hydrant Number: 4w262

Location: Hinton, Moberly, MO **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
12/29/2023		2367	1797	50	35	40	993

Hydrant Number: 4w263

Location: Hinton, Moberly, MO **Color:** Red
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** American Darling

FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
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Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
12/29/2023		989	750	50	20	20	750

Hydrant Number: 4w264

Location: Collins, Moberly, MO **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
12/29/2023		1376	1044	50	25	30	839

Hydrant Number: 4W265

Location: Collins, Moberly, MO **Color:** Red
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:** American Darling

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
12/29/2023		856	650	50	15	20	650

Hydrant Number: 4w266

Location: Tedford, Moberly, MO **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 12/28/2024 **Make:**

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow

12/29/2023 856 650 50 15 20 650

Hydrant Number: 4w267

Location: Buchanan Street N, Moberly, MO

Color: Red

District: WARD FOUR **Township:**

Year:

Next Test Date: 12/28/2024

Make: American Darlling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
12/29/2023		643	488	50	10	15	531

Report Filter Settings

Report Name: Hydrant Flow Tests by Test Date

Filter Name: Last Month

Filter Expression: [TestDate] is between '12/1/2023 12:00:00 AM' and '12/31/2023 11:59:59 PM'

Director Of Utilities Monthly Report
December 2024 *(Presented at The January 16th City Council Meeting)*

Director's Summary

Rollins CSO- Ace Pipe removed 48,000 gallons of grease from the lagoon.

Prepared and sent DNR response and plan regarding the Odor Violation

Met with Swift to go over 60% plan with Emily Lute

Conducted several interviews for the D/C dept.

Meetings with Barr and Jacobs engineering for on-going and upcoming projects

Mirma claims.

Water/sewer tap authorizations.

Project Tracking

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 1st quarter of 2024.

Northwest Regional Lift Station:

- Design phase underway.
- Easements needed for piping routes. Mapping of those easements to begin soon.

Route JJ:

- Moberly is working to obtain easements. 2/48 outstanding easements remain.
- Jacobs to prepare an application for a construction permit.
- RIG (Regionalization Grant) amount increase applied for.

Logan Street Water Line Replacement:

- Design phase to be underway upon scope approval. Topographic Survey is underway.

EDA Infrastructure Grant Projects: Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. Each project has a 180 day construction timeline. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- The contract has been awarded to ESS Force Main Extension to begin Jan 2024

N. Morley Water Main:

- The contract has been awarded to ESS Construction to begin 1st quarter 2024.

Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs.
- Advertisement for bids anticipated in Jan 2024.

Downtown CSO Storage Facility:

- Project awarded to Schneiders Excavation
- Construction expected to begin in the 1st quarter of 2024.

Dept. Summaries:

Drinking Water produced:	32.4 MG (1.04 MG/Day)
Drinking Water billed:	31.1 MG (1 MG/Day) \$209,483.09 (\$6,757.50/Day)
Wastewater Treated:	54.749 MG (1.766 MG/Day)
Wastewater Billed:	29.44 MG (0.95 MG/Day) \$281,581.75 (\$9,083.25/Day)
Wastewater Discharge Combined Sewer Outfalls:	20.663 MG
Total November precipitation	3.61 inches

Water Billing Office

- 79 Landlord letters. Sent to notify landlords of renters' delinquent payment status.
- 39 Deposit letters.
- 29 Emails to 7 Landlords.
- 113 Work orders
- Received 30 Waste Management calls or visits from customers.

Distribution and Collection Department and Customer Service

- Repaired 6 water leaks.
- Replaced or removed 1 valve.
- Completed 140 Missouri One Call tickets for locating Moberly water and sewer lines.
- Staff investigated 7 sewer calls.
- Inspected 1,493 feet of sewer line.
- Jetted approximately 11,476 feet of sewer line.
- Sawed 0 feet of sewer lines to remove roots.

12-7-23 Water service leak@1160 Russhaven St. 2 customers without water for 3hrs. Estimated water loss is 18,000 gallons.

12-11-23 Water main break@1225 Concannon St. 5 customers without service for 3.25hrs. Estimated water loss 311,748 gallons. Repair completed in 9 hrs.

12-11-23 Water service leak@527 & 529 Taylor St. 38 customers without service. Estimated water loss is 26,370 gallons. The repair was completed in 6.5hrs.

12-12-23 Water service leak at @ 809 Franklin St. 1 customer out of service for 1.5hrs. Estimated water loss is 75,600 gallons. The repair was completed in 8hrs.

12-18-23 Water main break@601 Harrison Ave. 4 customers without service for 2.5hrs. Estimated water loss is 310,410 gallons. Repair was completed in 7hrs.

Moberly has one future 2024 SRF project as follows: "will consist of water line replacements of 6" and 8" mains with Class 150 C-900 PVC pipe. Logan Street water main was identified as a priority project in a 2018 Water System Model Update and is in the City's Owner Supervised Program for water main construction. This project will include approximately 15,000 linear feet or roughly 3 miles (Moberly has over 50 miles of cast iron piping to be replaced out of 100 miles total, leaks are almost exclusively on cast iron mains.) of water main with associated fire hydrants, valves and pavement replacement following pipe installation. The cost for this project will be just over \$7,000,000." Moberly has an opportunity to receive funding that is in early days for the remaining 4 miles of 14" cast iron piping to be replaced.

Water Plant

- WTP staff completed 3,621 lab analyses.
- Analyzed 6 Colilert samples for total coliform.
- 1 Jar test
- Performed monthly maintenance On CL 17 Free and Total chlorine analyzers.
- Received TOC and DBP sample coolers from the state laboratory.
- Collected Bac-T samples.
- Performed maintenance on alum rotary feed valve.
- Jar test and dose change
- Met with Steve, Nicole and Chris to go over water loss calculations.
- Replaced screen on SCADA computer.
- Picked up organic free from Dialysis clinic.
- Changed out chlorine container.
- Car accident at plant took out power and spent 7hrs on backup power.
- Phil Hobbs quit 12-28
- Fixed chlorine leak detector.
- Received load of alum 30k lbs. and pipe plugged due to moisture.
- Completed MIRMA training.

Wastewater Treatment Facility

- Treated 54.749 MGM an average of 1.766 MGD.
- Transferred 1,158,645 gallons of sludge from the SBRs to the digesters.
- There were 25.94 DT of biosolids applied for the month.
- 3.61 inches of precipitation that fell over a 7-day period.
- Taylor CSO (outfall 002) had no discharge for the month of December.
- Rollins CSO (outfall 003) discharged 20.663 MGD for the month of December.
- Seven Bridges CSO (outfall 004) did not discharge for the month of December.
- Holman Rd CSO (outfall 005) had no discharge for the month of December.
- Excess grease has been coming into the plant.
- Morley PS floats have not been working properly due to excess grease.
- WWTP has been working at several locations due to excess grease issues.
- WWTP generator is out of commission for maintenance issues. There is a backup generator on site waiting to be properly installed. Working with Cummins and caterpillar to get issue resolved as if lose power we don't have back up power.
- Emily has been working with Barr on updating pre-treatment permits.
- Emily and Steve met with Swift to go over 60% upgrade plans. Barr and Jacobs have found several issues and concerns with the plans.
- Check valves at the Rollins PS are not functioning properly and pushing water/grease into the lagoon. Getting quotes for repair.

Water Quality Coordinator

Household Hazardous Waste

- Accepted 862.15 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 565.45lbs non-reusable materials.
- Distributed 75.95 lbs. of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on December 9th.
- Cleaned and organized Household Hazardous Waste Facility.
- Sent TVs for reuse from E-Waste.

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertised HHW facility on social media.
- Advertised Erosion Control training for contractors.
- Wrote article about Land Disturbance permits.

Illicit Discharge Detection and Elimination

- Finished annual priority inspection.

Construction Stormwater Runoff Control

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Met with Codes dept on Land disturbance permits.
- Worked on manual updates.

Post-Construction Stormwater Controls

- Finished annual inspections.

Municipal Good Housekeeping

- Performed annual stormwater inspections.

Finances, Certifications and Education

- Started DNR report.
- Scheduled DNR audit.
- Finished MIRMA training.

319 Project

- Scheduled stakeholder meeting.
- Attended planning meetings.

Land Disturbance Inspections Performed

Site	Permit Holder	Status
KO Storage	KO Construction	Construction not Started
Dream Moore Falls	Larry Schnell	No issues
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	Trash, track out
Cobblestone Creek	Knox & Haynes	No issues
Ellis Place	Tony Stuart	No issues
Eagle Tree Ridge	Dave Richardson	Sediment downstream of basin, erosion and channelization within basin, no inlet protection or erosion control, cement basin full
Southridge	Kevin Klosterman	No issues
Alt Ed School	Jeff McCracken	No issues
Walmart DC	Scott Kleermeir	Permit closed
Holman Road	Josh Spicer	No issues

**Moberly Area Economic Development Corporation
Board Report: December 15, 2023 – January 11, 2024
Kaylee Paffrath, Director of Business Development**

Goals/Activities for the Past Month

- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue to provide follow-up on all outstanding projects requiring management and response.
- (Ongoing) Continue social media and website engagement efforts.
- (Ongoing) Continue to facilitate and provide administrative services for the Moberly Depot District Grant Programs.
- (Ongoing) Review CPA summary regarding establishment of a 501C3 to determine next steps.
- (Underway) Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- (Ongoing) Continue Project Glasgow efforts alongside DED and Missouri Partnership.
- (Completed) Host Michael Eaton, Missouri Association of Manufacturers, for the December KWIXLAND in the Morning interview with Brad Boyer.

Goals/Activities for the Next Month

- Continue to provide follow-up on all outstanding projects requiring management and response.
- Continue social media and website engagement efforts.
- Continue to facilitate and provide administrative services for the Moberly Depot District Grant Programs.
- Assist City of Moberly with work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- Continue Project Glasgow efforts alongside DED and Missouri Partnership.
- Ray Stewart, VP Operations at Everlast, to participate in the January KWIXLAND in the Morning interview with Brad Boyer.
- Review CPA summary regarding establishment of a 501C3 to determine next steps.
- Review and implement 2024 Marketing Plan.
- Meet with Moberly, Fayette, and Glasgow Chamber and Main Street Organizations to discuss 2024 plans and ways to be a better partner.
- Attend the Missouri Northeast Legislative Days Event in Jefferson City.
- Attend the MEDC Economic Issues Summit.

Project Overviews

- Met with Project Cherry principal and DED to discuss state incentives process.
- Attended Glasgow SEMA bridge replacement December meeting for status report.
- Working with PACE Properties to identify a location for a possible 40,000 sq. ft. retail development with 3-4 tenants.
- Requested the first job report for Project Medical. Response is due January 15th.

Other Substantive News & Efforts

- Attended the Missouri Partnership Quarterly “Missouri Meet Up”
- Attended the monthly Missouri Northeast meeting in Kirksville.
- Met with Randal Weidenaar regarding a 2024 VPCulture session.
- Met with Marty/HAM Toner to discuss ways to better market the product.
- Met w/ the Howard County Commission, Amber Overfelt/HCEDC, and DED to tour the Howard County Industrial Park.
- Met w/ William King to discuss ways we could partner with his students.
- Attended the Missouri Northeast Government Relations Meeting.
- Attended CDBG Mitigation Citizens Advisory Committee Meeting.
- Testified in favor of HB1488 – Childcare Tax Credits.
- Created an Instagram page for MAEDC.
- Presented at the Howard County Economic Development Council’s Annual Meeting.
- Social Media Stats: See next page.

SOCIAL MEDIA REPORT

FACEBOOK SEPTEMBER, 2023		
REACH	PAGE AND PROFILE VISITS	NEW LIKES AND FOLLOWERS
6,606	472	7
FOLLOWERS	PRIMARY LOCATIONS	TOTAL POSTS
2,085	1. MOBERLY 2. COLUMBIA 3. HUNTSVILLE 4. FAYETTE 5. MACON	28
LAST 90 DAYS	ENGAGEMENT	POST REACH
	838	9.1K
AD TRENDS		
PAID REACH	PAID IMPRESSIONS	INSTAGRAM FOLLOWERS
5,065	6,617	7

LINKEDIN SEPTEMBER, 2023			
FOLLOWERS	PAGE VIEWS	UNIQUE VISITORS	CUSTOM BUTTON CLICKS
373	28	15	0

Attachment:

Google Analytics – December 2023

Missouri Partnership Project Updates

Projects Opened This Quarter

Project Name	Project Manager	Distribution Area
Project WGS	Cara Weber	Statewide
Project Foghorn	Cara Weber	Location Specific
Project Marathon	Cara Weber	Statewide
Project Artisan	Cathleen Fournoy	Statewide
Project Kernel	Deborah Price	Location Specific
Project Blue Innovation	Deborah Price	Statewide
Project Destiny	Deborah Price	Statewide
Project Colt	Kim Gerlt	Location Specific
Project Clean	Kim Gerlt	Statewide

Projects Closed This Quarter

Project Name	Project Manager	Distribution Area & Reason
Project Darius	Cara Weber	Statewide; Cheaper real estate option in another state
Project WGS	Cara Weber	Statewide; The project received enough sites with the client's preferred on-site deep-water dock potential that they deprioritized any river or inland sites.
Project Liberty	Cathleen Fournoy	Statewide; Company chose a location in Georgia.
Project Kernel	Deborah Price	Statewide; Consultant notified Missouri was eliminated.
Project Colt	Kim Gerlt	Location Specific; Client notified Missouri was eliminated due to lack of real estate client was would prefer

Project Activity This Quarter*

Project Name	Project Manager	Activity
Project Supernova	Cara Weber	Site Visit
Project BRT	Deborah Price	Project placed on hold
Project Elevate	Deborah Price	Site Visit & Follow Up RFI
Project Kaza	Deborah Price	Project placed on hold
Project Cellulose	Kim Gerlt	Site Visit
Project Clean	Kim Gerlt	Site Visit

Please contact our team for additional updates:

Cara Weber: (217) 737-2077 – cara@missouripartnership.com

Cathleen Flournoy: (816) 392-5082 – cathleen@missouripartnership.com

Deborah Price: (314) 605-1362 - deborah@missouripartnership.com

Dennis Pruitt: (314) 954-0522 – dennis@missouripartnership.com

Kim Gerlt: (573) 590-9890 – kim@missouripartnership.com

*Project activity for projects that are under NDA are not listed on this sheet.



2024

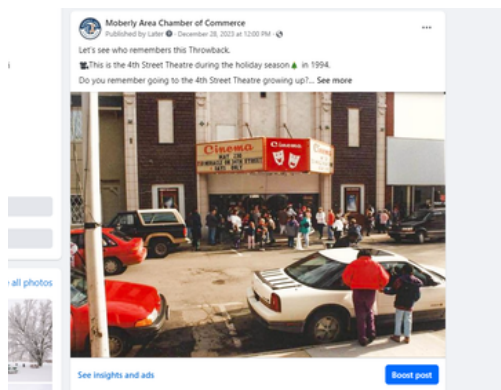
#20.

JANUARY REPORT

SOCIAL MEDIA STATS

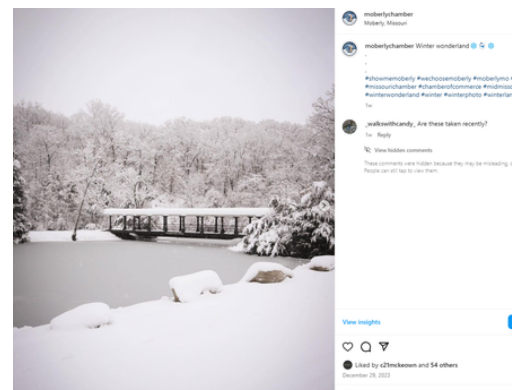
TOP ORGANIC POSTS THIS MONTH

FACEBOOK



4th Street Theatre Christmas Photo
8,268 impressions

INSTAGRAM



Moberly winter images
55 likes

TOTAL REACH ON SOCIAL MEDIA THIS MONTH

Month	Facebook	Instagram	Total
November - 2023	79,201	2,395	81,596 people
December - 2023	48,782	2,049	50,831 people
January - 2024	9,635	613	10,248 people

**As of January 10, 2024

- Working on implementing and designing Q3 ads
- Finalized Q1 Reimbursement request
- Scheduling a meeting with the MDT staff to discuss changes to the FY25 grant program

MEDIA	2021	2022	2023	2024
DIGITAL	\$8,449.00	\$6,623.69	\$8,350.00	
PRINT	\$2,100.00	\$3,600.00	\$2,250.00	
RADIO	0	0	0	
SEM	\$3309.03		\$2,871.00	
BILLBOARD	0	0	0	
TV	\$7,224.00	\$7,014.00	\$3,000.00	
TOTAL:	\$12,958.09	\$17,237.69	\$16,471.00	

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE

SHOP LOCAL GRANT ADS



We concluded our implementation and submitted our final report of our Shop Local Grant Ads with the Mark Twain Regional Council of Governments. This was a holiday shopping grant of \$2,000 to promote shopping locally. This ad had no match required.

We were able to run radio ads and social media ads where we wouldn't have had the ability to do so otherwise.



- Sent out January tourism newsletter
- Updated moberly.com for the new year
- Worked on gathering all of partner's event dates to add to the yearly tourism calendar
- Gathered photographs of Moberly during the winter storm

ICE SKATING RINK PROMOTION



- Continued scheduling social media content & created graphics
- Sent out & scheduled final email blasts
- Worked on final social media ad and published it
- Updated the landing page on moberly.com

A full report of the rink is to come.

Throughout the rink's season we have reached 121,805 people on this Facebook page, separate from the Chamber's.

ADDITIONAL ITEMS

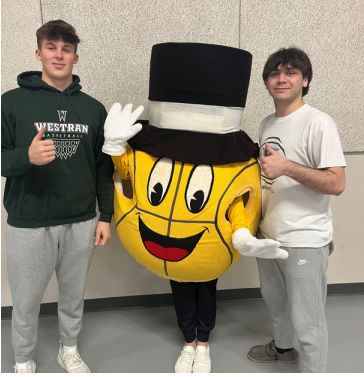


Sara, Editor of Rural Missouri Magazine

- Attended Coffee Chat, 4th Street Theatre Board Meeting
- Researched Pickleball event organizer
- Gave Rural Missouri a tour of Moberly & what's new in the area
 - Planned a photo shoot with her at the ice rink as she wants to feature it in the December 2024 edition
 - She really liked Moberly and was impressed with everything we have happening in the area
- Ice skating rink had an additional feature on KRCG
- Did not have Tourism Tuesday or Tourism Commission meeting due to snow storm

PLANNED ACTIVITIES

#20.



- Planning Gus Macker Nights at school basketball games
 - Attended Peak Sport & Spine Holiday Shootout with Gus to promote the tournament this fall
- Planning Junk Junktion & Gus Macker weekend events for 2024

TOURISM EVENT RECAP



- Dec. 17 - Pride Family Music Show at the 4th Street Theatre
- Dec. 23 - Christmas in the Park Concluded
- Dec. 26 - Moberly Mega Tree Concluded
- Jan. 4 - Classic Movie Night: Annie
- Jan. 7 - Ice Skating Rink Concluded



MONTHLY BILLING

ITEM # DESCRIPTION	NOV.	DEC.	JAN
102.000.521: ADVERTISING	\$1083.33	\$1083.33	\$1083.33
102.000.540: CONTRACT LABOR	\$5,433.34	\$5,433.34	\$5,433.34
102.000.541: ADMINISTRATIVE FEES	\$583.33	\$583.33	\$583.33
TOTAL:	\$7,100.00	\$7,100.00	\$7,100.00

City of Moberly
City Council Agenda Summary

Agenda Number:

#21.

Department: Fire
Date: January 16, 2024

Agenda Item: Consideration Of An Appointment To The Fire Prevention Board Of Appeals.

Summary: In October 2023 Board Member Johnny Adams’ term expired. The Fire Department has had a conversation with Mr. Adams where he stated he would like to remain on the Board of Appeals. The term of service is 5 years.

Recommended

Action: Approve Mr. Adams to the Fire Prevention Board of Appeals.

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☐ Correspondence

☐ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☒ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☐ Proposed Resolution

☐ Attorney’s Report

☐ Petition

☐ Contract

☐ Budget Amendment

☐ Legal Notice

☒ Other Board Appointment

Roll Call	Aye	Nay
Mayor		
M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
Council Member		
M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
	Passed	Failed



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Fire Prevention Board Date: December 8, 2023

Your Name: John Adams Street Address: _____

Phone number(s): (evening) 573-489-4949 (day) _____

Email: john.adams.1951@gmail.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? _____

Occupation: retired Employer: _____

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

30 years of service with the Moberly Fire Department

What particular contributions do you feel you can make to this board or commission?

30 years in the fire service

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Bob Hardy Phone: _____
2. _____ Phone: _____
3. _____ Phone: _____

John Adams
Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270