

**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  
April 19, 2021  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

- [1.](#) Approval of Minutes

**Canvas of Ballots for Council Election**

- [2.](#) Municipal Election Certification results of the April 6, 2021 Election

**Consideration of a Motion to Adjourn Sine Die**

- [3.](#) Administer the Oath of Office to Newly Elected Officials  
[4.](#) Appointment Of A Temporary Chairman To Preside For The Meeting Until The Mayor Is Elected  
[5.](#) Call To Order By Temporary Chairman  
Roll Call  
Election of Mayor  
Mayor Presides; Election of Mayor Pro Tem

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

- [6.](#) Request to hold the 2021 Safe Passage Wine Stroll on August 14, 2021.

**Public Hearing and Receipt of Bids**

- [7.](#) Receipt of bids for a new 2021/2022 tandem axle dump truck with plumbing & hitch for snowplow & salt spreader.  
[8.](#) Receipt of bids for a new 2021/2022 compact track loader and brush hog attachment.  
[9.](#) Receipt of bids for a new 2021/2022 standard cab, long bed, 4x4 ¾ ton truck.  
[10.](#) Receipt of bids for a new 2021/2022 crew cab 4x4 ¾ ton truck.  
[11.](#) Receipt of bids for the 2021 street improvement (Milling, Overlay, Micro Seal and Reclamite).

**Ordinances & Resolutions**

- [12.](#) An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Lisa Perry For Properties Located At 308, 318, And 324 Allen Street.  
[13.](#) An Ordinance Amending The Use Table Contained In Section 46-118 Removing The Conditional Use Permit Requirement For Short Term Housing Rentals In R-3 And B-2 Zoning Districts.  
[14.](#) An Ordinance Repealing Ordinance 9588 And Removing The Declaration Of Emergency.  
[15.](#) A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mike And Libby Mattox, To Operate A Short-Term Housing Located At 129 Elizabeth Street.

16. A Resolution Accepting The Bid Of Moberly Motors For A 2021 Ford F250 Regular Cab Pickup And Authorizing The Purchase For \$27,887.00.
17. A Resolution Accepting The Bid Of Moberly Motors For A 2022 Ford F250 Crew Cab Pickup And Authorizing The Purchase For \$31,577.00.
18. A Resolution Accepting The Bid Of Martin Equipment For A 2021 John Deere Compact Track Loader And Brush Hog And Authorizing The Purchase For \$63,975.00.
19. A Resolution Accepting The Bid Of Scheppers International Truck Center For A 2021 HV507 SFA Tandem Axle Dump Truck With Accessories And Authorizing The Purchase For \$127,265.00.
20. A Resolution Accepting Bids And Authorizing Contracting For The 2021 Street Improvement Project.
21. A Resolution Approving The Request For Proposals For Infill Housing Developers.
22. A Resolution Approving a Letter Agreement with Jacobs Engineering to Provide Construction Inspection Services for the Dam Grouting Project.
23. A Resolution Authorizing the City Manager to Enter Into An Agreement With Vandevanter Engineering/Cogent Inc., For a SCADA System At The Wastewater Treatment Facility.
24. A Resolution Approving an Agreement with DMC, Inc., to Perform a Cybersecurity Assessment of Moberly's Water and Wastewater Systems.
25. A Resolution Authorizing The City Manager To Enter Into An Agreement With Grey Hospitality For Preparation Of A Hotel Market Study And Feasibility Analysis.
26. A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With A & W Communications, Inc., For 911 Equipment.
27. A Resolution Approving A Contract For The Purchase Of Real Estate And Ratifying The Execution Of The Contract On Behalf Of The City.
28. A Resolution Of The City Of Moberly, Missouri Appointing Directors Of The Moberly Crossings Community Improvement District.
29. A Resolution Appointing Directors Of The Downtown Moberly Community Improvement District.
30. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

#### **Official Reports**

31. Department Head Monthly Reports

#### **Anything Else to Come Before the Council**

32. Application for Board of Adjustment.
33. Applications for Plumbing Board.
34. Appointment of Council member to the Tourism Advisory Commission
35. Appointment of Council member to the Historic Preservation Commission
36. Appointment of Council member to the Planning and Zoning Commission
37. Appointment of Council member to the Parks and Recreation Board as Liaison
38. Consideration of a Motion to Adjourn to a Work Session followed by a Closed Session to discuss the status of pending attorney client communications, real estate and negotiated contract. (Closed Statute 610.021) ( 1, 2, 12)

#### **Adjournment**

**We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at [www.cityofmoberly.com](http://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.**



April 5, 2021

City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

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

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

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

A motion was made by Davis and seconded by Kimmons to approve the minutes of March 15, 2021 Council meetings (2 - 5:00 p.m. and 6:00 p.m.) as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane, recognized Fire Chief Don Ryan and shared with the Council that today was his first day on the job and his first City Council Meeting as Fire Chief.

A request was received from Lori Turk to hold the annual Mother's Day 5K walk/run event to raise funds to financially assist community members with cancer from 9:00-10:30 a.m., May 9, 2021. The race will begin at Moberly Diagnostics, 1509 Union Ave. The race will travel west on Union Avenue to Mullen Street; south on Mullen Street to Taylor Street; west on Taylor Street to Bertley Street; south on Bertley Street to Roberts Street; west on Roberts Street to East Coates Street; west on East Coates Street into the parking lot of Sam's Health Mart; north in the parking lot to Farror Street; east on Farror Street to Porter Street; north on Porter Street to Union Avenue; cross Union Avenue and continue north on Porter Street to Franklin Avenue; east on Franklin Ave to St. Charles Street; south on St. Charles Street to Union Avenue; east on Union Avenue with the race ending at 1509 Union Avenue, Moberly Diagnostics. A motion was made by Kyser and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Communication from the Moberly Crossing Community Improvement District of their Fiscal Year 2021-2022 Proposed Budget was presented. A motion was made by Brubaker and seconded by Davis to adopt the budget. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Communication from the Moberly Downtown Community Improvement District of their Fiscal Year 2021-2022 Proposed Budget was presented. A motion was made by Davis and seconded by Kimmons to adopt the budget. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF MOBERLY, THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET MOBERLY, INC., AND MOBERLY CHAMBER OF COMMERCE TO FUND A MACKER BASKETBALL 3 ON 3 BASKETBALL TOURNAMENT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker,

Kimmons, Davis and Kyser. 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. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADDENDUM AGREEMENT WITH SCG CONSULTING SERVICES, LLC FOR PROFESSIONAL MANAGEMENT SERVICES"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING MOBERLY CHAMBER OF COMMERCE TO HOLD AN ANNUAL BANQUET INCLUDING PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FARM LEASE BETWEEN THE CITY OF MOBERLY, MOBERLY HOLDING COMPANY AND LARRY SANDER"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION APPROVING A LEASE BETWEEN THE CITY OF MOBERLY, MISSOURI AND DONALD J. SHELTON FOR MOWING THE CITY LANDFILL"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO THE RANDOLPH COUNTY MINISTERIAL ALLIANCE INC., TO OPERATE A TEMPORARY WARMING SHELTER"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title

one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE CONTRACT WITH DRILL TECH DRILLING AND SHORING INC FOR THE SUGAR CREEK LAKE DAM ABUTMENT GROUTING PROJECT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION APPROVING AND AUTHORIZING AN AMENDED SERVICES AGREEMENT WITH THE MOBERLY AREA CHAMBER OF COMMERCE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$719,974.91"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Deb Derboven to be reappointed to the Electrical Board. A motion was made by Brubaker and seconded by Kimmons to reappoint Deb Derboven to the Electrical Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane, presented a proposal from Megan Schmitt on behalf of the Tourism Advisory Commission for a request in the amount of \$1,000 to assist with the capital necessary to secure the Gus Macker Basketball tournament. A motion was made by Kimmons and seconded by Davis to grant the request of \$1,000 from the Tourism Advisory Commission fund to be used to help secure the Gus Macker basketball tournament. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station; Chuck Embree, Moberly Monitor Index.

A motion was made by Brubaker and seconded by Davis to adjourn to a work session followed by a closed session to discuss the status of pending real estate and negotiated contract. (Closed Statute 610.021) (2,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

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

### Work Session

The following was discussed at the work session:

1. A request from Safe Passage to hold their annual 2021 Safe Passage Wine Stroll on August 14, 2021.
2. Receipt of bids for a new 2021/2022 tandem axle dump truck with plumbing and hitch for snowplow and salt spreader.
3. Receipt of bids for a new 2021/2022 compact track loader and brush hog attachment.
4. Receipt of bids for a new 2021/2022 standard cab, long bed, 4x4  $\frac{3}{4}$  ton truck.
5. Receipt of bids for a new 2021/2022 crew cab 4x4  $\frac{3}{4}$  ton truck.
6. Receipt of bids for the 2021 street improvement (Milling, Overlay, Micro Seal and Reclamite).
7. Application for Board of Adjustment.
8. Appointment to the Plumbing Board.
9. Information of Property Purchased at 605 Fowler Road.
10. Resolution approving Bid from A&W Communications for 911 equipment and purchase agreement contract with A&W Communications.
11. Discussion Regarding Update to SCADA System at Wastewater Treatment Facility.
12. An application for re-zoning submitted by Lisa Perry for 308 Allen Street from B-3 to R-3 and 318 and 324 Allen Street from an R-1 to an R-3. 308 Allen Street is currently zoned B-3 (General Commercial District), and 318 and 324 Allen Street are currently zoned R-1 (Single Family Residential District).
13. An application submitted by Mike and Libby Mattox for a conditional use permit for a proposed short term housing rental located at 129 Elizabeth Street.
14. A request submitted by the City of Moberly regarding a text amendment for Article III, Section 46- 118, Use Table for Short Term Housing Rentals.
15. Review of Easements Documents from Ameren UE. *Mayor Jeffrey informed the Council that City Attorney, Randall Thompson, asked that this be tabled until the April 19, 2021, work session.*

16. An Ordinance Repealing Ordinance 9588 And Removing the Declaration of Emergency. Councilman Kyser said that that the provisions of Ordinance 9588 state that the Mayor or Council could revoke this, and he would encourage the Council or Mayor to revoke this at this time if general consensus was agreed upon, or that it could go through the next Council meeting. Mayor Jeffrey deferred to City Attorney, Randall Thompson, who stated that for purposes of the Sunshine Law that the City must give notice if a vote was going to take place. Kyser clarified that he was not asking for a vote, but that the Council has, in the past, come together with a general consensus and believed that the wording of the original ordinance allowed for this. Thompson stated that in this instance that it should be repealed by an ordinance at the April 19, 2021, Council meeting. There was no opposition to moving this forward.

17. A Discussion Regarding a Cybersecurity Assessment for the Water and Wastewater Treatment Facilities and billing system as required by the American Water Infrastructure Act.

18. A Discussion Regarding Sugar Creek Dam Leak Mitigation Phase II - Bidding and Construction Extension for Extra Construction Days.

19. Proposals for In-fill Housing.

20. A Resolution of The City Of Moberly, Missouri Appointing Directors Of The Moberly Crossings Community Improvement District.

April 7, 2021

City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

Also present were City Manager, Brian Crane; Parks and Recreation Director, Troy Bock; City Clerk, Shannon Hance; Office Manager, Leslie Keeney; Administrative Assistant, Shirley Olney. Members of the Parks and Recreation Board Present were: Don Burton, Harley Mattox, Russ Kennison, Kay Harris, Don Hughes, Mary Lee Noel, Lindsay Overfelt. Absent: Barry Richardson.

City Manager, Brian Crane, introduced the new City Clerk, Shannon Hance, to the Park Board.

The Council, by general consensus, entered into a work session joint meeting with the Parks and Recreation Board and staff.

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

**Work Session**

The following was discussed at the work session:

1. Discussion of Splash Site Plan
2. Discussion of Amphitheater Site Plan
3. Discussion of Heritage Hills/Great Life Updates
4. Discussion of Solar Pavilion



April 13, 2021  
City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and Moberly Tourism Commission was held. The following was discussed: Discussion of the Chamber of Commerce Strategic Plan for 2021.

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

DRAFT

April 14, 2021  
City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

A motion was made by Kyser and seconded by Davis to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and City Department Heads was held. Council reviewed the proposed 2021/2022 Operating Budget.

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

Election Detail Report  
GENERAL MUNICIPAL ELECTION  
RANDOLPH COUNTY, MISSOURI  
TUESDAY, APRIL 6, 2021  
Municipal 4-6-21  
Official

Date: 4/9/21  
Time: 12:25:02 PM  
Page 1/1

#2.

Registered Voters 15,641 - Total Ballots 1,753 : 11.21%

15 of 15 Precincts Reporting 100.00%

MOBERLY COUNCILMAN

Number of Precincts 6  
Precincts Reporting 6 100.00%  
Vote For 2  
Total Votes 0

	Total	ED	A
JERRY C. JEFFREY	529	472	57
TIM L. BRUBAKER	580	511	69
WRITE IN	18	17	1
Undervote	375	342	33
Overvote	6	4	2

STATE OF MISSOURI }

COUNTY OF RANDOLPH }

I, Will Ellis, Election Authority of the County of Randolph, hereby certify the attached document to be true, correct and complete abstract of all votes cast in said county for all candidates and on all ballot questions at the General Municipal Election held on the 6<sup>th</sup> day of April, A.D., 2021, as shown by the returns made to my office by the judges of election of the different voting precincts in said county, and as verified by the verification board as provided in 115.507 RSMo 2019.

IN TESTIMONY WHEREOF, I  
hereunto set my hand and affix the  
seal of the County at my office in  
Huntsville, MO this 9<sup>th</sup> day of April,  
A.D., 2021.



*Will Ellis*

Election Authority

# City of Moberly

## City Council Agenda Summary

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

#6.

Department: Police

Date: April 19, 2021

**Agenda Item:** Request to hold the 2021 Safe Passage Wine Stroll on August 14, 2021.

**Summary:** Request from Safe Passage for approval to hold the 2021 Taste of Missouri Wine Stroll to support Safe Passage on August 14th, 2021 from 3:00pm to 8:00pm. Safe Passage also requests the lifting of city ordinance 6-5 to allow public consumption of alcoholic beverages in event glasses only in the designated area in downtown Moberly. The requested area is the sidewalks on Reed Street from Johnson Street to Clark Street. 4<sup>th</sup> Street from the north side of Rollins to north sidewalk of Reed Street. Williams Street from the north sidewalk of Rollins to the north sidewalk of Reed St. Rollins Street north sidewalk from 4<sup>th</sup> street to the west sidewalk of Clark St. and Clark Street west side walk only from Rollins north sidewalk to Reed St north sidewalk.

Safe Passage also requests ordinance 6-5 lifted for the Municipal Auditorium parking lot and the alley west of the Auditorium and the lifting of city ordinance 6-4, public possession, in a designated wine garden on the parking lot of the Municipal Auditorium. No street closures are requested, but cones to close off the multiple entrances into the auditorium parking lot are requested.

Event staff and volunteers will ID check participants to ensure legal consumption age, issue an event armband, to help with compliance and provide an event cup/glass for the consumption in the designated areas. Event approval and licensing will be completed as required. No issues have arisen during past wine strolls and have proven to be a benefit, not only to Safe Passage, but also to the downtown area. 750 to 1100 persons are expected to attend. 10-12 wineries, 7-10 breweries will be set up at various downtown businesses and the municipal auditorium basement and the parking lot along with craft and food vendors on the auditorium parking lot. Contact person is Kelly Pedigo, Co-Director at Safe Passage, 660-269-8999.

### Recommended

**Action** Approve this request.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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



660-269-8999 PO Box 456 Moberly, MO 65270 [spassage@sbcglobal.net](mailto:spassage@sbcglobal.net) [www.safepassagemoberly.org](http://www.safepassagemoberly.org)

To: City of Moberly

RE: Safe Passage Taste of Missouri Event Saturday August 14<sup>th</sup> 2021

Safe Passage Domestic Violence Shelter would like to request the following:

- 1) Permission to hold the Taste of Missouri Stroll event the specified areas in Downtown Moberly on Saturday August 14<sup>th</sup>, 2021.
- 2) Enforcement of the open alcohol container and public consumption ordinances to be lifted for the following areas during the Taste of Missouri Stroll for event participants using designated glassware. (see attached map)

**Reed Street-** from intersection of Johnson Street East to Intersection of Clark Street Sidewalks.

**4<sup>th</sup> Street-** From Intersection of Rollins Street North through Intersection of Reed Sidewalks

**Williams Street-** From Intersection of Rollins Street North through Intersection of Reed Street Sidewalks.

**Rollins Street-** from Intersection of 4<sup>th</sup> Street to East Intersection of Clark Street. Northern Sidewalks only.

**Clark Street-** From Intersection of Rollins Street North to Intersection of Reed Street- Western Sidewalk only

**City Parking lot and Alley West of the Municipal Auditorium**

**Other:**

The Event Planning Committee and volunteers will card participants and provide a designated armband to those that are approved to drink. The event approval and licensing will be completed as required and we will continue to carry liability insurance for the event. The Planning Committee will provide designated glassware to be used within the specified areas.

If the city of Moberly would prefer adjustments to this request, the event Planning Committee is open to that feedback.

If any specific department has additional questions or would like to meet directly with members of the Planning Committee, please contact Kelly Pedigo- Co-Director at Safe Passage.

660-269-8999 [spassage@sbcglobal.net](mailto:spassage@sbcglobal.net)

Thank you for your time and consideration.

Kelly Pedigo

### **Additional Event Details**

**Date:** Saturday August 14, 2021

**Time:** Stroll- 3-8pm Activities may continue at the Auditorium until 9pm.

**Anticipated # of guests:** 750-1100

### **Activities:**

**Wine stroll:** 10-12 wineries set up at the Moberly Municipal Auditorium and various locations downtown. All wineries will be set up inside of specific addresses.

Event guests will have the option of purchasing wine by the glass or bottle, depending on the winery's current license.

**Basement Brews:** 7-10 breweries will sample out product in the lower level of the Moberly Municipal Auditorium

**Craft/Food vendors:** Will be set up in the Moberly Municipal Auditorium Parking Lot.

**Tent and Seating area** will be in the Moberly Municipal Auditorium Parking Lot.

**Silent Auction:** Will be set up inside the Moberly Municipal Auditorium

**Catered Meal:** will be available inside the Moberly Municipal Auditorium

**Mobile Photo Booth: ( possible- depending on budget)** Located in the Moberly Municipal Auditorium Parking Lot.

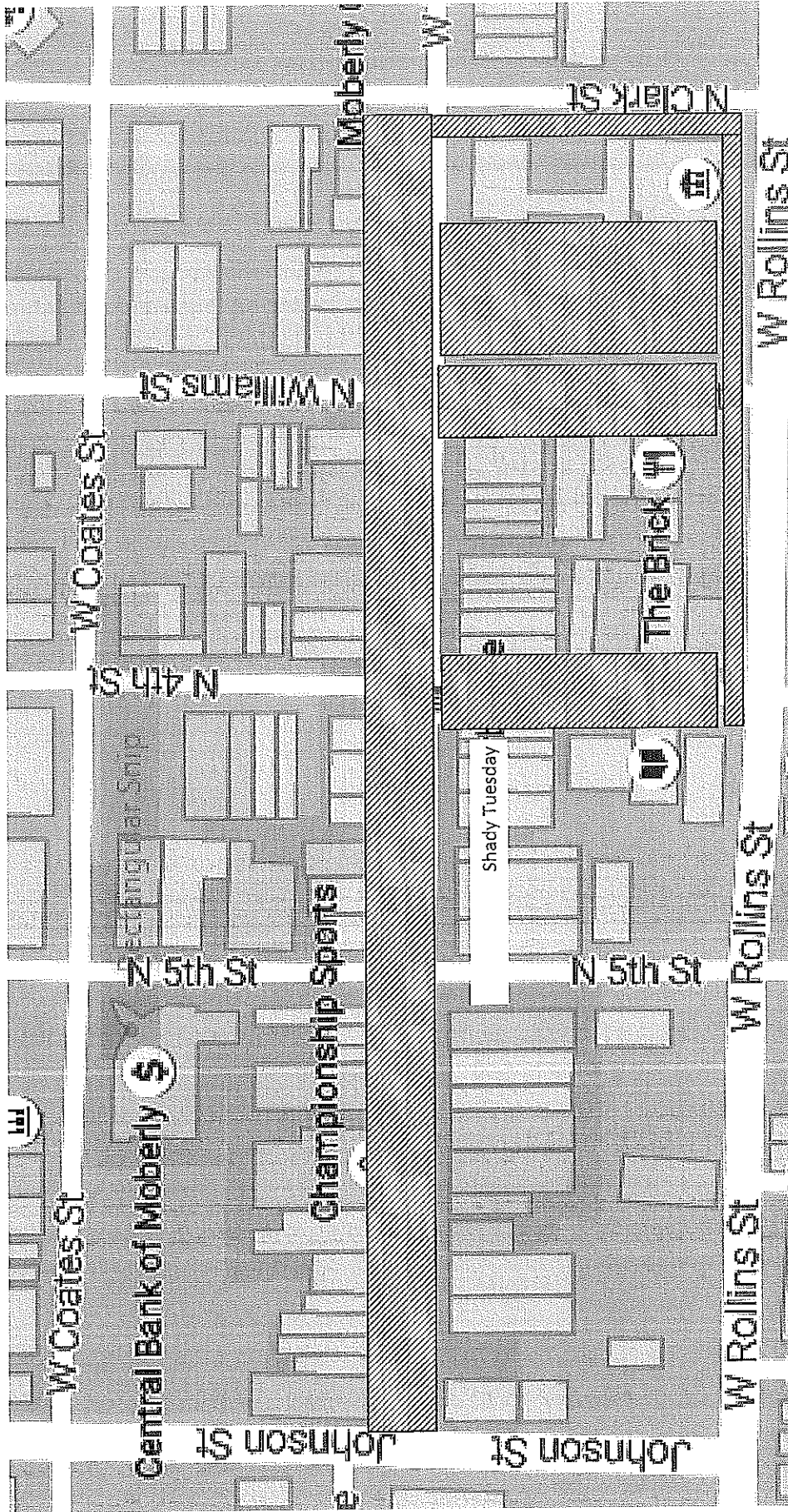
We will have paid staff and volunteers monitoring the 4<sup>th</sup> Street Theatre, Moberly Municipal Parking Lot and the inside of the Moberly Municipal Auditorium.



# Taste of Missouri Stroll

August 14, 2024

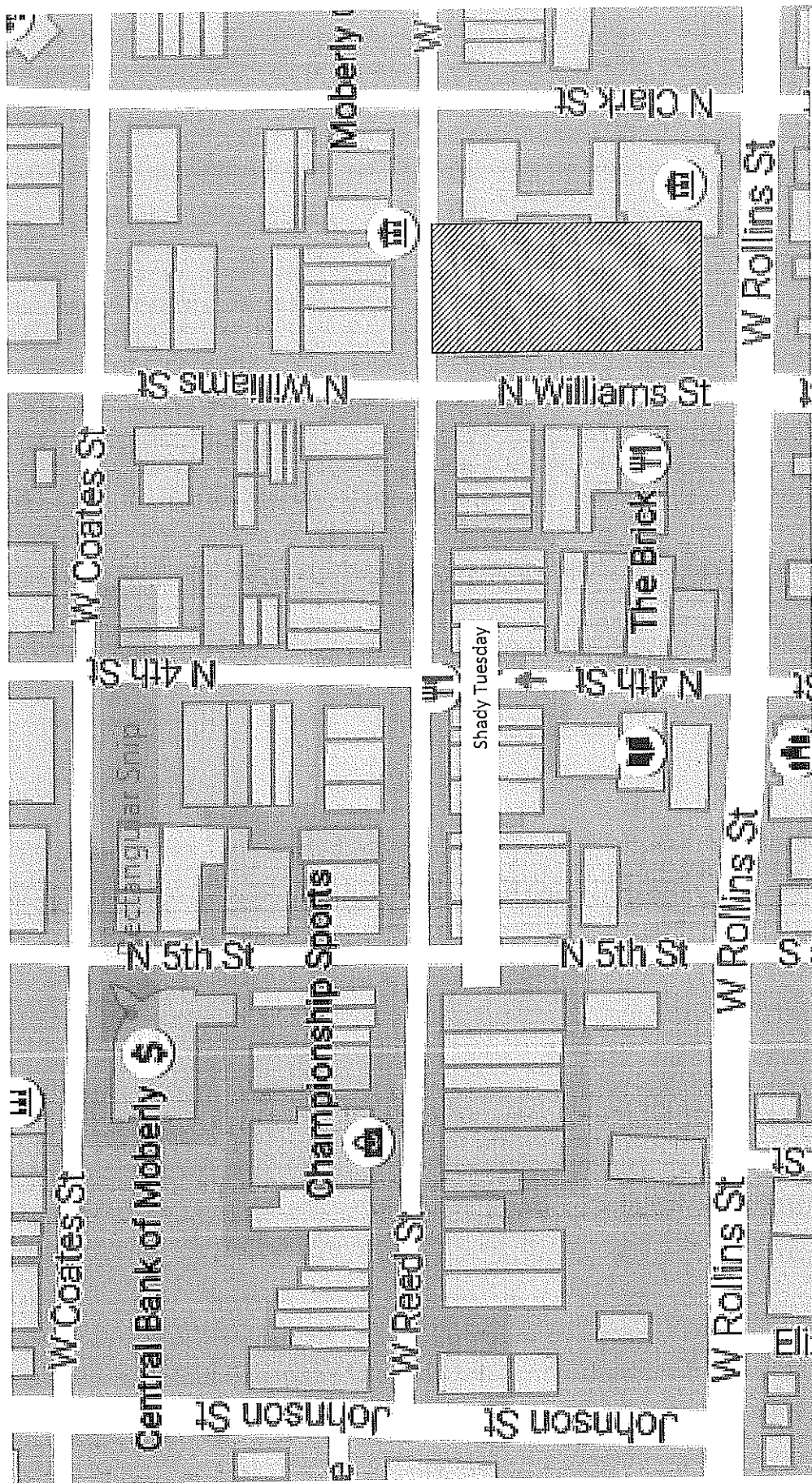
Requested Area to Lift Enforcement of Open Alcohol Container Ordinance During Event



- Reed Street—From Intersection of Johnson Street East to Intersection of Clark Street—Sidewalks
- 4th Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks
- Williams Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks
- Rollins Street—From Intersection of 4th Street to East intersection of Clark Street—Northern Sidewalk Only
- Clark Street—From Intersection of Rollins Street North to intersection of Reed Street—Western Sidewalk Only
- City Parking Lot and Alley West of the Municipal Auditorium

# Taste of Missouri Stroll August 14, 2021

Requested Area to Lift Enforcement of Open Alcohol Consumption Ordinance During Event



City Parking Lot and Alley West of the Municipal Auditorium

We would like to close the Parking Lot for public parking during the event and utilize it for vendor tents, a seating area, and entertainment area.

### **Taste of Missouri Stroll 2021 COVID protocol**

- **We will space seating further and sell fewer meal tickets.**
- **Signs saying “masks suggested” will be posted at various locations at the event.**
- **Masks will be available at the entry booth.**
- **Hand Sanitizer will be available at various locations.**
- **Food provider(s) will abide by local COVID regulations.**

# City of Moberly

## City Council Agenda Summary

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

#7.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** Receipt of bids for a new 2021/2022 tandem axle dump truck with plumbing & hitch for snowplow & salt spreader.

**Summary:** We advertised for bids for a new 2021/2022 tandem axle dump truck with plumbing & hitch for snowplow & salt spreader. Bids were opened March 23, 2021 and only one bid was received from Scheppers International Truck Center. The base bid is for \$120,706.00 with some additional extras (\$6,559.00) the total will be \$127,265.00. Staff recommends accepting this bid.

### Recommended

**Action:** Accept this bid.

**Fund Name:** CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

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### Council Member

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

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

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

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

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Passed Failed

Tom

When we received the sealed bids for tandem dump truck, we received a list of options from schepperds international truck that we could choose to consider in leu of the standard equipment options that were in the bid price. Of these options I have chosen some that I think would be beneficial to us and some reasoning as to why.

Base price of new 2021 International HV507 tandem axle dump truck	\$120,706.00
Dual Power steering gear( this would help steering ability of the truck when the added weight of snowplow is added to front)	\$ 960.00
Locking rear Differential( This would give us added traction with driver control of locking in or out)	\$ 2,164.00
Pedestal mount mirrors( these mirrors are larger in size and have convex mirrors mounted to bottom for better visabilty)	\$ 97.00
Self cleaning cab entry steps( serrated design allows snow and ice to fall through to prevent ice buildup on steps)	\$ 777.00
15.5 ft bed in leu of 15 ft( our current spreader that we are going to install in this new truck is 15.6 ft long)	\$ 420.00
Rear tailgate center brace( adds extra strength to tailgate to prevent bowing in the center)	\$ 235.00
Steps( 2 steps installed outside front driver corner of bed to allow easier access to bed)	\$ 140.00
D Rings( 2 D rings welded inside of bed for holddowns of spreader)	\$ 126.00
Hoist( Trunion style hoist in leu of pin to pin type, this will allow us 6" of extra room inside bed(12" doghouse compared to 18") to accommodate our current 15.6" spreader)	\$ 1,640.00
Total price with added options	\$ 127,265.00



3/23/2021  
10:00 AM

#7.

**CITY OF MOBERLY**  
**2021/2022 New Tandem Axle Dump Truck w/Plumbing & Hitch for Snowplow &**  
**Salt Spreader**  
**"BID OPENING"**  
**Sign-In Sheet**

**Date: March 23, 2021, 10:00AM**

**Name**

Shannon Hance



**Company**

City of Moberly

"



New 2021/2022 tandem axle dump Truck  
Opening Bid Sheet

New 2021/2022 Tandem Axle Dump Truck \$ 120,706.<sup>00</sup>

Dealer Name Scheppers International Truck Center

Brand Names & Model Henderson 15.5' A/R Steel Body with  
Central Hydraulics

New 2021/2022 Tandem Axle Dump Truck \$ \_\_\_\_\_

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2021/2022 Tandem Axle Dump Truck \$ \_\_\_\_\_

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2021/2022 Tandem Axle Dump Truck \$ \_\_\_\_\_

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_



# **HV507 SFA**

Sales Proposal For:  
**CITY OF MOBERLY**

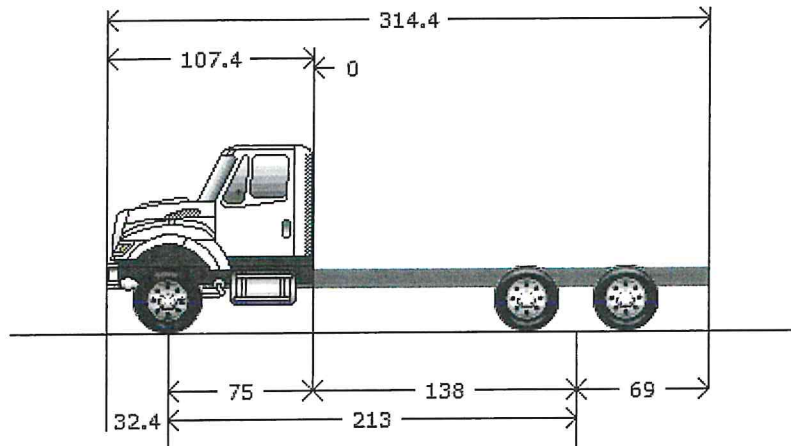
Presented By:  
**SCHEPPERS INTERNATIONAL TRUCK CENTER**

INTERNATIONAL®

March 19, 2021

Prepared For:  
 CITY OF MOBERLY  
 DOUG HENRY  
 City Hall  
 Moberly, MO 65270-  
 (660)269 - 8705

Presented By:  
 SCHEPPERS INTERNATIONAL TRUCK CENTER  
 SCOTT KLIETHERMES  
 1722 SOUTHRIDGE DRIVE  
 JEFFERSON CITY MO 65109 -  
 (573)636-2133



**Model Profile**  
**2021 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Construction Dump
<b>MISSION:</b>	Requested GVWR: 54000. Calc. GVWR: 56000
<b>DIMENSION:</b>	Wheelbase: 213.00, CA: 138.00, Axle to Frame: 69.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.86
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

**INTERNATIONAL®**

**Vehicle Specifications**  
**2021 HV507 SFA (HV507)**

**March 19, 2021**

<b><u>Code</u></b>	<b><u>Description</u></b>
HV50700	Base Chassis, Model HV507 SFA with 213.00 Wheelbase, 138.00 CA, and 69.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDW	BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity



**INTERNATIONAL®****Vehicle Specifications**  
**2021 HV507 SFA (HV507)****March 19, 2021**

<b><u>Code</u></b>	<b><u>Description</u></b>
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSL	STEERING GEAR {Sheppard M110} Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8VZK	TURN SIGNALS, FRONT Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

**INTERNATIONAL®****Vehicle Specifications**  
**2021 HV507 SFA (HV507)****March 19, 2021**

<b><u>Code</u></b>	<b><u>Description</u></b>
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XBK	SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESP	ENGINE, DIESEL {Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
12VBB	AIR CLEANER Dual Element
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel



**INTERNATIONAL®**

**Vehicle Specifications**  
**2021 HV507 SFA (HV507)**

**March 19, 2021**

<b><u>Code</u></b>	<b><u>Description</u></b>
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.86
14UHC	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

**INTERNATIONAL®****Vehicle Specifications**  
**2021 HV507 SFA (HV507)****March 19, 2021**

<b><u>Code</u></b>	<b><u>Description</u></b>
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
	Cab schematic 100WK
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A
	<b>Services Section:</b>
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Henderson 15.5' A/R Steel Body with Central Hydraulics

**INTERNATIONAL®**

Financial Summary  
2021 HV507 SFA (HV507)

March 19, 2021

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$120,706.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Seth Knuthman 3/19/21  
Official Title and Date

Seth Knuthman  
Authorized Signature

Accepted by Purchaser:

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller  
without Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

## Body Options

Scott Kliethermes <scottk@alscheppers.com>

Thu 3/25/2021 12:31 PM

To: Tim Grimsley <timg@cityofmoberly.com>

Cc: Timothy Bruemmer (tbruemmer@hendersonproducts.com) <tbruemmer@hendersonproducts.com>

Tim,

### Henderson Body Options

- 15.5FT ILO 15FT..... ADD \$420
- Rear Tailgate Center Brace installed for Additional Strength..... \$235
- 2 Steps Installed to Outside Front Driver Corner of Dump Body for access \$70 each..... Total \$140
- 2 D Rings Installed on Inside Front Sides of Dump Body 1FT off floor for Spreader Hold Down \$63 each..... Total \$126
- Trunnion hoist with 12" dog house ILO pin to pin hoist with 18" dog house.....\$1640.00

Thank you

*Scott Kliethermes*

**Sales Manager**

**Scheppers International Truck Center**

**O: 573-636-2133 ext: 1170**

**C: 573-291-1821**

[scottk@alscheppers.com](mailto:scottk@alscheppers.com)







## SCHEPPERS INTERNATIONAL TRUCK CENTER

P.O. Box 104223, 1722 Southridge Dr., Jefferson City, Missouri 65110  
 Sales (573) 636-2133 Toll Free 1-800-962-6324 Sales Fax (573) 636-5024  
 Scott Kliethermes ext. 1170 or Dave Stephens ext. 1129

March 19, 2021

Options not listed in bid specs that were in previously proposed chassis specs.

- **Steering Gears:** (2) {Sheppard M100/M80} Dual Power, Two Steering gear boxes.....\$960.00
- **Rear Axles:** {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends.....\$2,164.00
- **Mirrors:** (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width.....\$97.00
- **Cab Entry Steps:** Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab.....\$777.00
- **CB Radio:** Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and One (1) Antenna, Antenna Base with Wiring on Left Side Mirror....\$337.00
- **Electric Trailer Brake:** Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket.....\$363.00
- **Trailer Connections for Air Brake Trailers:** Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck. Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch.....\$665.00
- **Body Builder Wiring:** Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn....\$209.00
- **2 Way Radio:** 2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab...\$211.00

Sales Manager 3/20/21  
 Official Title and Date

Scott Kliethermes  
 Authorized Signature

# City of Moberly

## City Council Agenda Summary

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

#8.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** Receipt of bids for a new 2021/2022 compact track loader and brush hog attachment.

**Summary:** We advertised for bids for a new 2021/2022 compact track loader and brush hog attachment. Bids were opened on March 26, 2021 and four (4) bids were received. Staff recommends accepting the bid of \$63,975.00 with Martin Equipment.

### Recommended

**Action:** Accept these bids.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

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Passed Failed

Advertisement for Bids

The City of Moberly will be accepting sealed bids for the following:

**1 New 2021/2022 Compact Track Loader & Brush hog attachment**

Specifications for the trucks may be obtained by contacting Tim Grimsley at (660) 353-8003. Sealed bids must be submitted to the office of the City Clerk's Office here at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked **"COMPACT TRACK LOADER"** must be received by **10:00 a.m., Friday, March 26, 2021**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call

SUBMITTED BY TOM SANDERS  
CITY OF MOBERLY  
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR  
INDEX: **WEEKEND EDITION, MARCH 12-14, 2021**

CITY OF Moberly  
2021 Public Works/Street Dept.  
"BID OPENING 2021-22 Compact Track Loader"  
Sign-In Sheet

Date: March 26, 2021  
Time: 10:00 a.m.

<u>Name</u>	<u>Company</u>
Shannon Hance	City of Moberly
Tom Linsley	City of Moberly
Carla Bell	City of Moberly
Andy Mellon	Martin Equip



## CITY OF MOBERLY

## "BID OPENING"

Date: 3/26/2021, 10:00 a.m.

## Crown Power & Equip.

\$ 64,980.<sup>00</sup>

## Altorder

\$ 59,825.<sup>00</sup>

\$ 48,802.<sup>00</sup>

Equipment Share  
Rob Bristow

\$ 139,250.<sup>00</sup>

## Martin Equipment

\$ 103,975.<sup>00</sup>

\_\_\_\_\_

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

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Bid Tab for Compact Track Loader

Company	Brand	Total
Altorfer	CAT 259D3/CAT BR378 Brushcutter	\$59,825.00
Altorfer	CAT 289D3 XPS/CAT BR378 Brushcutter	\$68,802.00
Equipment Share	TL10V2CRH Cab/Takeuchi Solid Front Mower 78"	\$62,100.00
Martin Equipment	John Deere 325G Compact Track Loader/JD RC78B Rotary Cutter	\$63,975.00
Crown Power & Equipment	Case TV370B/Virnig V50 Cutter	\$64,980.00

**ALTORFER**

March 26, 2021

City of Moberly  
101 W Reed Street  
Moberly, MO 65270



Attention: City of Moberly

We are pleased to provide the following proposal for your review:

**One (1) New CAT® 259D3 Compact Track Loader**

*Includes the following standard equipment and options:*

Pressurized, Sound Suppressed ROPS/FOPS Cab  
Air Conditioner Including Heater/Defroster  
CAT Comfort Air Suspension Seat  
Headliner, Floor Mat, & Cup Holder  
Electro-Hydraulic Hydrostatic Transmission Control  
Deluxe Work Tool Control  
Factory Installed CAT Hydraulic Quick Coupler  
15.7" Steel Embed, Bar Tread Rubber Tracks  
High Flow (30 gpm), Proportional Hydraulics  
Advanced LCD Display w/ Rearview Camera  
74" General Purpose Bucket w/ Bolt-on Cutting Edge

CAT C3.3B Tier 4f Diesel Engine  
Two-Speed Transmission  
Variable Speed Cooling Fan  
Heavy Duty Battery  
120V Engine Coolant Heater  
Hand (Dial) & Foot Throttle  
Dual Direction Self Level  
Front & Rear LED Work Lights  
Back-Up Alarm  
AM/FM Bluetooth Radio  
CAT BR378 Brushcutter

**Equipment Protection Plan (EPP)**

Includes 24-Months / 2,000 SMH Premier EPP.

**Selling Price     \$ 59,825.00**

- Sales Tax Additional, if applicable.

**Availability**

Approximately 6-7 weeks.

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Brett Peters  
Machine Sales Representative  
Altorfer Cat

**ALTORFER**

March 26, 2021

City of Moberly  
101 West Reed Street  
Moberly, MO 65270



Attention: City of Moberly

We are pleased to provide the following proposal for your review:

**One (1) New CAT® 289D3 XPS Compact Track Loader**

*Includes the following standard equipment and options:*

Pressurized, Sound Suppressed ROPS/FOPS Cab  
Air Conditioner Including Heater/Defroster  
CAT Comfort Air Suspension Seat  
Headliner, Floor Mat, & Cup Holder  
Electro-Hydraulic Hydrostatic Transmission Control  
Deluxe Work Tool Control  
Factory Installed CAT Hydraulic Quick Coupler  
High Flow (32 gpm) XPS, Proportional Hydraulics  
Advanced LCD Display w/ Rearview Camera  
Triple Flange Front & Rear Idlers  
17.7" Steel Embed Bar Tread Rubber Track  
80" General Purpose Bucket w/ BOCE

CAT C3.3B Tier 4f Diesel Engine  
Two-Speed Transmission  
Variable Speed Demand Fan  
Heavy Duty Battery  
120V Engine Coolant Heater  
Hand (Dial) & Foot Throttle  
Dual Direction Self-Level  
Front & Rear LED Work Lights  
AM/FM Bluetooth Radio  
External Counterweights  
Back-Up Alarm  
CAT BR378 Brushcutter

**Equipment Protection Plan (EPP)**

Includes 24-Months Premier EPP.

**Selling Price      \$ 68,802.00**

- Sales Tax Additional, if applicable.

**Availability**

Unit available in stock.

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Brett Peters  
Machine Sales Representative  
Altorfer Cat





# Equipment Share

rent | track | own

Equipmentshare

Sales Quote

Terms Net 30 Days

## Quote Details

Create Date: 03/25/21

Expire Date: 04/25/21

Sales Rep:  ROB BRISTOW

Email: rob.bristow@equipmentsshare.com

573-355-2062

## Account Information

Account Name:

Customer Name:

CITY OF MOBERLY

Contact:

Address:

101 WEST REED STREET

City / State:

MOBERLY MO 65270

Phone:

660-269-8705

Email:

## Equipment Type

## PRICE

TL10V2CRH, CAB, HIFLOW PACKAGE, ISO CONTROLS, BUCKET			\$	55,100.00
ETA MAY/JUNE				
TL10V2CRH, CAB, HIFLOW PACKAGE, ISO/H CONTROLS, BUCKET			\$	56,100.00
ETA AUGUST/SEPTEMBER			\$	-
MOWER SOLID FRONT PADALIN STANDARD FLOW 72"			\$	5,600.00
MOWER SOLID OPEN FRONT PADALIN STANDARD FLOW 72"			\$	9,100.00
MOWER SOLID FRONT TAKEUCHI STANDARD FLOW 78"			\$	6,000.00
MOWER SOLID OPEN FRONT TAKEUCHI STANDARD FLOW 78"			\$	7,350.00
MOWERS ALL HAVE 1 YEAR WARRANTY			\$	-
MOWERS ARE CURRENTLY IN STOCK			\$	-
NOTE:			\$	-
No Air Ride Seat Available			\$	-
			\$	-
			\$	-
Subto			\$	139,250.00
Tax:				(%) 5.975
Total:			\$	139,250.00

GOV NO TAX

Customer Signature

3/25/21

## CITY OF MOBERLY, MISSOURI

## BID FORM

Bid due date: **March 26, 2021; 10:00 a.m.**

We are requesting a bid quotation for:

One (1) new 2021/2022 Compact Track Loader &amp; Brush hog attachment

Total Bid: \$63,975.00Brand Name & Model: JOHN DEERE 325G & JOHN DEERE RC78B

OPTION: JOHN DEERE RC72B - \$\$6,150.00

JDF INTEREST RATE: 2.85%

Dealer Name: MARTIN EQUIPMENTAuthorized Signature: *Dary Million*Delivery Date: APPROXIMATELY 60 DAYS AFTER BID AWARD



Martin Equipment  
6787 County Road 312  
Palmyra, MO 63461

**Quote Issued To : CITY OF MOBERLY**

MOBERLY CITY HALL  
MOBERLY , MO , 65270  
660-269-8705

**QUOTATION**

**Quote # :** 9012081  
**Issue Date :** 3/24/2021  
**Expire Date :** 4/26/2021  
**Est Delivery :** 6/20/2021  
**FOB :** MOBERLY, MO.

**Quote Issued By :** Million, Gary

**ITEMS LISTED FOR SALE**

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2021	JD	325G	(TBD)	0	68,000.00	57,500.00

325G COMPACT TRACK LOADER  
Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan  
Engine - Turbocharged - FT4  
Cold Start Package  
Engine Air Precleaner  
English Operator's Manual and Decals  
Less JDLink  
Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks  
ISO-H Switchable Controls and EH Joystick Performance Package  
Air Suspension Seat (Cloth with Heat)  
3-Inch Seat Belt with Shoulder Harness  
Rear View Camera  
Radio, AM/FM with Bluetooth  
Footrest with Floormat  
78 in. HD Construction Bucket (19.4 cu. ft.) with Serrated Edge  
Cab Severe Duty Polycarbonate Door  
MACHINE FULL OF FUEL  
FREIGHT MOBERLY, MO.  
PARTS & REPAIR MANULAS  
WARRANTY - 24 MONTH/2000HR FULL MACHINE STANDARD WARRANTY,  
TRAVEL & MILEAGE FIRST YEAR FOR WARRANTABLE REPAIRS ONLY.  
JD RC78B ROTARY CUTTER IN PRICE

JDF INTEREST RATE 2.85% FOR 60 MONTHS

THANKS FOR YOUR TRUST IN MARTIN EQUIPMENT  
GARY MILLION

**Total: 57,500.00**

**ADDITIONAL ITEMS**

Description	Taxable	Price	Tax	Total
JD RC78B ROTARY CUTTER		6475.00	0	6475.00

**Total of Additional Items : 6475.00**

**Notes**

OPTION - JD RC72B ROTARY CUTTER \$6,150.00

## QUOTE SUMMARY

<b>Total Sale Price :</b>	<b>57,500.00</b>
<b>Less Trade Allowance :</b>	<b>0.00</b>
<b>Additional Taxable Items :</b>	<b>0.00</b>
<hr/>	
<b>Subtotal:</b>	<b>57,500.00</b>
<b>Sales Tax :</b>	<b>0.00</b>
<b>Additional Nontaxable Items :</b>	<b>6,475.00</b>
<hr/>	
<b>Total :</b>	<b>63,975.00</b>

**Acceptance Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

All prices are subject to expiration of any current sales programs and incentives.



CITY OF MOBERLY, MISSOURI

BID FORM

Bid due date: **March 26, 2021; 10:00 a.m.**

We are requesting a bid quotation for:

One (1) new 2021/2022 Compact Track Loader & Brush hog attachment

Total Bid: \$ 64,980<sup>00</sup>

Brand Name & Model: Case TV370B / Virnig V50 Cutter

Dealer Name: Crown Power & Equipment

Authorized Signature: [Signature]

Delivery Date: June 2<sup>nd</sup> 2021



Dear City of Moberly,

Thank you for allowing Crown Power & Equipment the opportunity to bid this equipment.

2021 Case TV370B. 75hp Tier 4 final engine, vertical lift, cab, heat, air-conditioning, radio, heated air ride seat, E-H electronic switchable controls, LCD screen with camera, hydraulic quick coupler, high flow plus package & impact resistant demo door. 2yr 2000hr warranty.  
\$58,750

2021 Virnig 78" V50 closed front (with chains) standard flow rotary brush cutter. 1yr warranty.  
\$6,230

The lead time will be the end of May.

Let me know if you have any questions.

Thank you,  
Josh Newman  
[jnewman@crown-power.com](mailto:jnewman@crown-power.com)  
Office (573) 443-4541  
Cell (573) 826-1308

# City of Moberly

## City Council Agenda Summary

Agenda Number: #9.  
 Department: Public Works  
 Date: April 19, 2021

**Agenda Item:** Receipt of bids for a new 2021/2022 standard cab, long bed, 4x4 ¾ ton truck.

**Summary:** We advertised for bids for a new 2021/2022 standard cab, long bed, 4x4 ¾ ton truck. Bid advertisements were mailed to Moberly Motor Co. and Thomas Motors. Bids were opened March 25, 2021 and one (1) bid was received from Moberly Motor Co.

### Recommended

**Action:** Accept this bid.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

Advertisement for Bids

The City of Moberly will receive sealed bids for the following:

**1 New 2021/2022 Standard Cab, Long Bed, 4X4 ¾ Ton Truck**

Specifications for the trucks may be obtained at the office of the City Clerk’s Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked “**STANDARD CAB TRUCK**” must be received by **10:00 a.m., Thursday, March 25, 2021.** The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tim Grimsley at (660) 353-8003.

SUBMITTED BY TOM SANDERS  
CITY OF MOBERLY  
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR  
INDEX: **WEEKEND EDITION, MARCH 12-14, 2021**

CITY OF MOBERLY  
"BID OPENING"

Date: 3-25-2021

Moberly Motors

\$ 27,887.00

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

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CITY OF MOBERLY  
Standard Cab Truck Bids  
"BID OPENING"  
Sign-In Sheet

Date: 3-25-2021

Name

Cora Woodlin

Company

City of Moberly


*Driven by tradition*

City of Moberly  
City Clerk's Office  
101 West Reed St  
Moberly, Mo 65270

March 23, 2021

**RE: Bid for (1) 2022 Ford F250 Regular Cab 4X4 Pickup - (3/4) Ton**

Moberly Motor Company would like to submit the following bid  
Specifications and pricing for your consideration.

**2022 Ford F250 4X4 Regular Cab Pickup - XL Trim Level.**

<b>F2B</b> - 4 Wheel Drive	142" wheelbase - 8 ft Box
<b>996</b> - 6.2L V8 FFV Engine	<b>44S</b> - 6-sp Automatic Transmission w/Overdrive
<b>X37</b> - 3.73 Rear Axle Ratio	10,000# GVWR
<b>600A</b> Pkg - XL Trim Series	\$10.00 Gasoline
<b>Z1</b> - White Exterior Color	<b>AS</b> - 40/20/40 Front Bench Seat – Gray Vinyl
Rear View Camera – Center Stack Screen	w/Fold Down Center Armrest, cupholder & storage
Black Vinyl Floor Covering	Power Brakes 4-Wheel Disc w/ABS
Front Tow Hooks	<b>512</b> – Spare Tire & Wheel
Painted Front & Rear Bumpers	<b>TD8</b> - (5) LT245/75R X 17E BSW All Season
Power Steering	<b>512</b> – Full Size Spare
Tilt Steering Column	Class IV trailer hitch receiver 2.5"
AM/FM Radio	4-pin/7-pin wiring harness
<b>525</b> – Factory Cruise Control	<b>52B</b> – Trailer Brake Controller w/Smart Tow Connector
Interval Windshield Wiper	<b>90L</b> - Power Equipment Group
2 Sets of Keys	Power Windows - Power Door Locks
<b>942</b> – Daytime Running Lights	Remote Keyless-Entry Fob
Dr & Pass Air Bag System	Manual-folding, Power Glass Side View Mirrors
Power Tailgate Lock	TPMS – Tire Pressure Monitoring Sys
3 year / 36,000 mile warranty	

**2022 F250 Regular Cab 4X4 Pickup \$ 27,887**

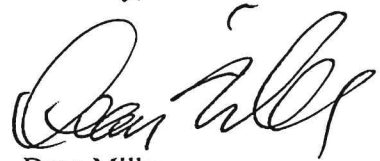
*Amount due at delivery – Check – No Credit Card*



1520 North Morley, P.O. Box 249, Moberly, MO 65270

Thank You for the opportunity to give you pricing on the above unit. Please let me know how you would like me to proceed from this point. Warranty is 3 year / 36,000 mile plus Power Train 5 year / 60,000 miles. Build date will be as soon as possible by the manufacture.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Miller", with a stylized flourish at the end.

Dean Miller  
Moberly Motor Company



CITY OF MOBERLY, MISSOURI

BID FORM

Bid Due Date: March 25, 2021 at 10:00am

The City of Moberly is requesting a Bid Quotations for:

New 2021/2022 3/4-Ton 4X4 Standard Cab, Long Bed Truck

\$ 27,887

Dealer Name: Moberly Motor Company - Moberly, Mo

Brand Name & Model: 2022 Ford F250 3/4 Ton Regular Cab 4X4

Authorized Signature:   
Dean Miller

Delivery Date: Kentucky Truck starts building 1st 2022 models 6/1/2021  
Ohio Truck starts building 1st 2022 units 7/12/2021  
Approx Build Date if Ordered today - Late July / early August  
delivery approx late August / early September

Bid submission deadline 10:00 a.m. Thursday, March 25, 2021, to City Clerk's Office,  
Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

# City of Moberly

## City Council Agenda Summary

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

#10.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** Receipt of bids for a new 2021/2022 crew cab 4x4 ¾ ton truck.

**Summary:** We advertised for bids for a new 2021/2022 crew cab 4x4 ¾ ton truck. Bids were mailed to Thomas Motors and Moberly Motors as well as placing the ad in the newspaper. Bids were opened on March 24, 2021 and one (1) bid was received from Moberly Motors.

### Recommended

**Action:** Accept this bid.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

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### Council Member

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

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

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

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

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Passed Failed

### Advertisement for Bids

The City of Moberly will receive sealed bids for the following:

**1 New 2022 Crew Cab 4X4 ¾ Ton Truck**

Specifications for the trucks may be obtained at the office of the City Clerk's Office here at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked "**STREET DEPT**" must be received by **10:00 a.m., Wednesday, March 24, 2021**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tim Grimsley at (660) 353-8003.

SUBMITTED BY TOM SANDERS  
CITY OF MOBERLY  
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR  
INDEX: **WEDNESDAY, MARCH 10, 2021**

**CITY OF MOBERLY**  
**2022 New 3/4-Ton 4X4 Crew Cab Truck**  
**"BID OPENING"**  
**Sign-In Sheet**

**Date: March 24, 2021, 10:00AM**

**Name**

Cora Woodin

Cora Beal

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**Company**

City of Moberly

City of Moberly

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## New 2022 Vehicles Opening Bid Sheet

New 2022 3/4 Ton 4X4 Crew Cab Truck

\$ 31,577.<sup>00</sup>

Dealer Name Moberly Motors

Brand Names & Model 2022 F350 Crew Cab 4x4 Pickup

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_



*Driven by tradition.*

City of Moberly  
City Clerk's Office  
101 West Reed St  
Moberly, Mo 65270

March 23, 2021

**RE: Bid for (1) 2022 Ford F250 Crew Cab 4X4 Pickup - (3/4) Ton**

Moberly Motor Company would like to submit the following bid  
Specifications and pricing for your consideration.

**2022 Ford F250 4X4 Crew Cab Pickup - XL Trim Level.**

<b>W2B</b> - 4 Wheel Drive	160" wheelbase - 6 ¾ ft Box
<b>996</b> - 6.2L V8 FFV Engine	<b>44S</b> - 6-sp Automatic Transmission w/Overdrive
<b>X37</b> - 3.73 Rear Axle Ratio	10,000# GVWR
<b>600A</b> Pkg - XL Trim Series	\$10.00 Gasoline
<b>Z1</b> - White Exterior Color	<b>AS</b> - 40/20/40 Front Bench Seat – Gray Vinyl
Black Vinyl Floor Covering	Power Brakes 4-Wheel Disc w/ABS
Front Tow Hooks	<b>512</b> – Spare Tire & Wheel
Factory Air Conditioner	<b>TD8</b> - (5) LT245/75R X 17E BSW All Season
Power Steering	<b>512</b> – Full Size Spare
Tilt Steering Column	Class IV trailer hitch receiver 2.5"
AM/FM Radio	4-pin/7-pin wiring harness
<b>525</b> – Factory Cruise Control	<b>52B</b> – Trailer Brake Controller w/Smart Tow Connector
Interval Windshield Wiper	<b>90L</b> - Power Equipment Group
<b>85S</b> – Tough Bed Spray Liner	Power Windows - Power Door Locks
<b>942</b> – Daytime Running Lights	Remote Keyless-Entry Fob
Painted Front & Rear Bumpers	Manual-folding, Power Glass Side View Mirrors
Power Tailgate Lock	TPMS – Tire Pressure Monitoring Sys
Dr & Pass Air Bag System	3 year / 36,000 mile warranty
2 Sets of Keys	Rear View Camera – Center Stack Screen

**2022 F250 Crew Cab 4X4 Pickup      \$ 31,577**

*Amount due at delivery – Check – No Credit Card*



1520 North Morley, P.O. Box 249, Moberly, MO 65270

Thank You for the opportunity to give you pricing on the above unit. Please let me know how you would like me to proceed from this point. Warranty is 3 year / 36,000 mile plus Power Train 5 year / 60,000 miles. Build date will be as soon as possible by the manufacture.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Miller", with a stylized flourish at the end.

Dean Miller  
Moberly Motor Company



## CITY OF MOBERLY, MISSOURI

## BID FORM

**Bid Due Date: March 24, 2021 at 10:00am**

The City of Moberly is requesting a Bid Quotations for:

**New 2022 3/4-Ton 4X4 Crew Cab Truck**

\$ 31,577

Dealer Name: Moberly Motor Company - Moberly Mo

Brand Name & Model: 2022 Ford F250 Crew Cab 4X4 3/4 ton

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

Dean Miller

Delivery Date: Kentucky Truck starts building 1st 2022 models 6/1/2021

Ohio Truck starts building 1st 2022 models 7/12/2021

Approx Build Date if ordered today - Late July / early August

delivery approx late August / early September

**Bid submission deadline 10:00 a.m. Wednesday, March 24, 2021, to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.**

# City of Moberly

## City Council Agenda Summary

Agenda Number: #11.  
 Department: Public Works  
 Date: April 19, 2021

**Agenda Item:** Receipt of bids for the 2021 street improvement (Milling, Overlay, Micro Seal and Reclamite).

**Summary:** We advertised for bids for street improvements (milling, overlay, micro seal and reclamite). Bids were opened March 31, 2021. Staff recommends Capital Paving for the milling and overlay, Corrective Asphalt Materials for the reclamite and Missouri Petroleum Products for the micro seal.

### Recommended

**Action:** Accept these bids.

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5502

**Available Budget \$:** 184,823.17

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting bids for the **2021 Street Improvements Project** including Asphalt Overlay, Pavement Milling, Micro Seal, Reclamite for various Streets within the City of Moberly.

Specifications and bid documents are available from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked **“2021 Street Improvements”** and to the office of the City Clerk at 101 W Reed St., Moberly, MO 65270 by **March 31, 2021 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
DIRECTOR OF PUBLIC WORKS

**PUBLISH ONE TIMES IN THE: WEEKEND EDITION, MARCH 19-21, 2021 EDITION**

## STREET IMPROVEMENT BID TAB 2021

[illegible]

# 2021 Street Improvement Project

#11.

## CITY OF MOBERLY

### "BID OPENING"

#### Sign-In Sheet

Date: 3/31/2021, 10:00AM

#### Name

Shannon Hance

Blake Higgins

Terry Schler

Tom Sanders

#### Company

City of Moberly

Higgins Asphalt

Capital Paving

CITY OF MOBERLY

# 2021 Street Improvement Project

#11.

## CITY OF MOBERLY

### "BID OPENING"

Date: 3/31/2021 10:00 AM

Vance Brothers Inc

\$ \$4.18/sq. yard

Corrective Asphalt

\$ Reclamite CR \$ .90/sq yd , \$1.30/sq yard

Midwest Petroleum Prod.

\$ \$3.60/sq.yd

Microsurfacing Contractors

\$ \$4.06/sq. yd

Emery Sapp & Sons

\$ milling /contractor retain \$3.00/sq yd

\$ milling / city retain 3.50/sq yd

\$ Street overlay \$99.00 / ton

Higgins Asphalt Paving Co.

\$ milling/contract retain \$1.70/sq. yd

\$ milling city retain \$1.75/sq yd

\$ Street overlay \$88.85 / ton

Capital

\$ milling contractor to retain \$1.52/sq yd

\$ milling city retain \$1.52/sq yd

\$ Street overlay \$77.50 / ton

City of

*Moberly!***BID SHEET****Micro Seal**

Estimated Quantity:

31,447 sq. yd.Unit Price \$ 4.18 /sq. yd.*Four dollars and eighteen cents.***\*Type II, FA24 Slag is to be used as aggregate mix.****\*Please see attached Guideline (A143)**Company Name: Vance Brothers, Inc.Signature: *TV Vance**Tim Vance**President*



**BID PROPOSAL**Project: 2021 Moberly Micro Seal ProjectDate: 3/31/21Proposal of Vance Brothers, Inc.(hereinafter called "Bidder") a Corporation corporation/partnershipan individual doing business as Vance BrothersTo the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of \_\_\_\_\_

Micro Seal Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids and bids must be good through the end of summer.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$ 590 of Bond ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 31st day of March, 20 21.

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

If an individual: \_\_\_\_\_

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: TJ Vance

By: Tim Vance Title: President

ATTEST: [Signature] Phone: 816-923-4325

(CORPORATE SEAL)



VANCE BROTHERS INC (816) 923-4325



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Vance Brothers, Inc.  
5201 Brighton Avenue P O Box 300107  
Kansas City, MO 64130-0107

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
2200 Renaissance Boulevard, Ste. 400  
King of Prussia, PA 19406-2755

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Moberly MO  
City Hall, 101 West Reed Street  
Moberly, MO 65270

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2021 Micro Seal Project - Project No. 070-21

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

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

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

Signed and sealed this 31st day of March, 2021

VANCE BROTHERS INC  
CORPORATE SEAL  
MISSOURI

Vance Brothers, Inc.

(Principal)

(Seal)

VANCE BROTHERS INC (816) 923-4325

By:

(Title)

Tim Vance, President  
Tim Vance

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Linda L. Nutt

Attorney-in-Fact

Surety Phone No. 610-832-8240



Steven Edwards  
(Witness)

Benz Nutt  
(Witness) Surety Witness

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Linda L. Nutt of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Moberly MO

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31<sup>st</sup> day of March, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



## Certificate of President

The undersigned, Tim Vance, President of Vance Brothers, Inc., a Missouri corporation, hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the 22<sup>nd</sup> Day of February 2021.

RESOLVED, that Tim Vance, Jeff Vance and Robert A. Vance are authorized to execute and enter into bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this 23<sup>rd</sup> Day of February 2021.



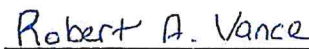
President



Printed Name



Sr. Vice President



Printed Name



Vice President



Printed Name



Assistant Secretary



Printed Name

City of

*Moberly!***BID SHEET**

Bids due March 31, 2021 at 10:00 A.M.

**Milling Work**

Contractor retains millings

Est. Quantity: 34,679 sq. yd.Unit Price \$ 1.52 /sq. yd.

City retains millings

Unit Price \$ 1.52 /sq. yd.**Street Overlay Type BP2 Mix**

Est. Quantity:

5,030 Tons

- tack coat required on paved streets

Unit Price \$ 77.50 /ton**Reclamite Seal**

Est. Quantity:

127,827 sq. yd.Unit Price \$ NO Bid /sq. yd.**Restorative (CRF)**

Est. Quantity:

unknown sq. yd.Unit Price \$ NO Bid /sq. yd.Company Name: Capital Paving & Construction LLCSignature: Heen Beild

### Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES \_\_\_\_\_ NO X

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

*Heaven Caldwell*



BID PROPOSALProject: 2021 Moberly Overlay ProjectDate: 3/30/2021Proposal of Capital Paving & Construction LLC(hereinafter called "Bidder") a Limited Liability corporation partnership  
an individual doing business as \_\_\_\_\_To the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of 2021Moberly Overlay having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids and bids must be good through the end of summer.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$ 19,500.<sup>00</sup>) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 31<sup>st</sup> day of March, 2021.

Signature: Steven Field

If an individual: \_\_\_\_\_

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: Steven Field

By: Steven Field Title: Estimator 3 PM

ATTEST: [Signature] Phone: 573-448-0886

(CORPORATE SEAL)

NO SEAL

**BID PROPOSAL**Project: 2021 Moberly Pavement Milling ProjectDate: 3/30/2021Proposal of Capital Paving & Construction LLC(hereinafter called "Bidder") a Limited Liability corporation/partnership

an individual doing business as \_\_\_\_\_

To the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of 2021

milling project having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.



The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$ 2635.<sup>00</sup>) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 31<sup>st</sup> day of March, 2021.

Signature: Heerfeld

If an individual: \_\_\_\_\_

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: Heerfeld

By: Steven Fald Title: Estimator & Project Manager

ATTEST: [Signature]

Phone: 573-449-0886

(CORPORATE SEAL)

NO SEAL

**BID BOND**

**Travelers Casualty and Surety Company of America**  
**Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Capital Paving & Construction, LLC,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto City of Moberly, as  
Obligee, in the sum of Five Percent of the Attached Bid  
Dollars ( 5% ) for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a  
contract for 2021 Milling & Overlay Projects ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal's bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed  
the penal sum of this bond.

Signed this 25 day of March, 2021.

Capital Paving & Construction, LLC  
/ (Principal)

By: 

NO  
SEAL

Travelers Casualty and Surety Company of America

By:   
Adam L. Curland, Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**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 **Adam L. Curland** of **CLAYTON, Missouri**, 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 17th day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 17th day of **January**, 2019, 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 said Companies 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



  
 Anna P. Nowik, 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 25 day of **March**, 2021.



  
 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 the details of the bond to which this Power of Attorney is attached.**



Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**Name (as shown on your income tax return)**  
**Capital Paving & Construction LLC**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**  
☐ Other (see instructions) ▶

☐ Exempt payee

**Address (number, street, and apt. or suite no.)**  
**PO Box 104960**  
**City, state, and ZIP code**  
**Jefferson City, MO 65110**

**Requester's name and address (optional)**

**List account number(s) here (optional)**

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
8	1	-	1	8	9	5	5	8 5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





Company ID Number: 964763

**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 CAPITAL PAVING & 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: 964763

Approved by:

<b>Employer</b> CAPITAL PAVING & CONSTRUCTION LLC	
Name (Please Type or Print) DONITA SHELTON	Title
Signature Electronically Signed	Date 04/19/2016
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2016

City of

*Moberly!***BID SHEET****Micro Seal**

Estimated Quantity:

31,447 sq. yd.Unit Price \$ 3.60 /sq. yd.

Total \$113,209.20

**\*Type II, FA24 Slag is to be used as aggregate mix.****\*Please see attached Guideline (A143)****Company Name:** Missouri Petroleum Products Company LLC**Signature:****\*\* Please Note – Contact Tim Grimsley, Pub. Works Supt. to schedule/coordinate work.**

### Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES   D   NO       

Signature:



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC  
1620 Woodson Road  
St. Louis, MO 63114

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

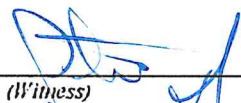
Micro Seal Project #070-21

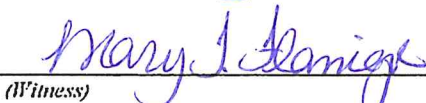
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 31st day of March, 2021

  
(Witness)

  
(Witness)

Missouri Petroleum Products Company LLC

(Principal)

(Seal)

By: 

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 617-357-9500 x41177





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205063-674009**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs, Charissa D. Lecuyer, Charles R. Teter, III, Christy M. Braile, Debra J. Scarborough, Evan D. Sizemore, Jeffrey C. Carey, Kellie A. Meyer, Lauren Scott, Mary T. Flanagan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 19th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2021.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary



**ADVERTISEMENT FOR BIDS**Project No. 070-21

City of Moberly, Missouri (Owner)

**2021 MICRO SEAL PROJECT**

Sealed bids for MICRO SEAL PROJECT includes this partial listing and is not limited to approximately *The Micro Seal Is Calculated At Approximately 31,447 square yards. These Figures Are Also To Be Used For Bonding/Bid Quantities.*

The sealed bids will be received by the Owner in council chambers by the City Clerk, Shannon Hance, City Hall, 101 West Reed Street, Moberly, Missouri 65270, until 10:00 a.m., March 31, 2021, then at said office publicly opened and read aloud.

The information for Bidders maybe examined at the following:

City of Moberly  
City Hall  
101 West Reed Street  
Moberly MO 65270

Copies maybe obtained at the same address.

The prevailing wage rates for State Government for said county in which the project is located shall govern the minimum wages to be paid for all work performed under Contract, current minimum wage (See Sec.#13).

The Owner reserves the right to waive any informality or to reject any or all bids. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof and bids must be good through the end of summer.

March 22, 2021

Date

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

THOMAS SANDERS, DIR. OF Public Works  
(660) 263-4420  
(660) 269-8171 FAX



## INFORMATION FOR BIDDERS

1. PREPARATION OF BIDS: Each bid must be made on the Proposal form provided and bound in the Contract Documents. One complete bound set of the bid documents shall be signed and submitted in a sealed envelope plainly marked identifying the project and the bidder. All proposals must be completed in ink or by typewriter. The Unit price(s) must be stated in words and numbers; in case of a conflict, words will take precedence. No alteration, erasures, deletion or interpolation will be acceptable unless each alteration is signed or initialed by the Bidder. No erasures, interpolation, or other physical changes will be made by anyone, in any bid, after its submission by the Bidder.
2. SIGNATURE OF BIDDERS: Bids by corporations must be executed in the corporate name by the Preside or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. QUALIFICATIONS OF BIDDERS: Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.

In determining the lowest responsible bid, the following elements will be considered whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged in any other work, which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4. LOCAL CONDITIONS AFFECTING WORK: Bidders shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles that may be encountered, and all other relevant matters. A contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things that the contractor did not inform himself prior to bidding. The successful contractor must employ 86 far as possible, such methods and means in the carrying out of his work as will not c any interruption or interference with any other contractor.

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in their bid, and shall not, after submission of their bid, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Before submitting a bid, each bidder shall examine carefully the complete Contract Documents including, but not limited to, Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Wage Rates, the Form of Agreement and Bonds, and all Addenda thereto, all of which contain provisions applicable not only to the successful bidder, but also to any of his subcontractors.

Each bidder is expected to base his bid on materials and/or other operations complying fully with the attached materials requirements, and in the event he names or includes in his bid materials and/or other operations that do not conform, he will, if awarded a contract, be responsible for furnishing materials and/or other operations that fully conform at no change in his contract price.

The submission of a Bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this article.

5. SALES TAXES: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax-exempt entity shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, PO Box 840, Jefferson City, MO 65105, Telephone (573) 751-2836. Section A.12 is a form approved by the Missouri Department of Revenue.
6. INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued by Owner and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such documents which any one presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
7. TIME OF COMPLETION: The time of completion of the work as set forth in the Proposal is a basic consideration of the Contract. It will be necessary that the bidder satisfy the owner of his ability to complete the work within the stipulated time.

The attention of the bidder is called to the provisions of the General Conditions relative to delays and extensions of time and relative to liquidated damages.

8. WITHDRAWAL OF BID: No bidder may withdraw his proposal for a period of 120 days subsequent to the specified time for receipt of bids. A bidder may withdraw his proposal at any time prior to the expiration of the 87 during which proposals may be submitted, by written request of the bidder which request must be signed in the same manner and by the same person or persons who signed the proposal.

9. ACCEPTANCE, REJECTION OF BIDS AND BID AWARD: After bids are opened, the Owner shall evaluate them in accordance with the methods set forth in the bidding documents. The Owner may reserve the right to reject all bids. Unless all bids are rejected for good cause, award of the contract shall be made to the low, responsive, responsible bidder. If the owner intends to award the contract to a bidder which did not submit the lowest bid, he shall prepare a written statement before any award, explaining why each lower bidder was deemed non-responsible or non-responsive, and shall retain it in his files. The Owner reserves the right to waive irregularities and informalities in any bid submitted.

In evaluating bids, the owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and lump sum prices if requested in the Bid Form. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

10. BONDS: Bonds shall be executed with the proper sureties through a company licensed to operate in the State of Missouri.

The contractor to whom the work is awarded will be required to furnish a separate Construction Contract Performance Bond and Construction Contract Payment Bond to the owner each in an amount equal to 100 percent (100%) of the amount of the Contract so awarded.

The bond shall be executed on the form attached as a part of the Contract Documents. The bond shall be signed by a Surety Company authorized to do business in the State of Missouri and acceptable as Surety to the Owner.

With each copy of the bond, there shall be filed with the Owner one copy of "Power of Attorney", certified to include the date of the bond.

11. INSURANCE: During the performance of the Services under this Agreement, the Contractor shall maintain the following insurance's:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000.00 for each occurrence.

12. NONDISCRIMINATION IN EMPLOYMENT: Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 of September 24, 1965, as amended May 8, 1978.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 of September 24, 1965, as amended, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract or a certification as to what efforts have been made to secure such statements when such agents or labor pool have failed or refused to furnish same prior to the award of the contract.

Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination as contained in the Labor Standards Contract Provisions, May 1, 1973, a copy of which is included in the contract documents.

13. WAGE DETERMINATION: The wage determination as issued by the Missouri Department of Labor and Industrial Relations listings the wage rates, in effect at the time of contract award shall be the basis for the minimum hourly wages to be paid all laborers and mechanics working on the project.
14. ADDENDA: Any addenda to the Contract Documents issued prior to the time of opening of the bids shall be acknowledged within the proposal by the bidder.
15. SUBCONTRACTORS: Requirements on the qualifications and acceptability of subcontractors, material men and suppliers and the necessity of identifying them at the time of submission of the Bid are set forth in the Contract Documents.
16. DEDUCTIONS FOR NOT COMPLETING ON TIME: If the contract work is not fully completed according to the terms of this contract within the stipulated time limit, as stated in the Proposal, the Contractor shall pay the Owner, not as a penalty, but as liquidated damages an amount as indicated in the Contract Agreement. Owner's right to liquidated damages is in addition to any other remedy available under the Contract Documents for Contractor's nonperformance of any term or condition of the Contract Documents.
17. SAFETY STANDARDS AND ACCIDENT PREVENTION: With respect to all work performed under this contract, the contractor shall:
  - A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 18, 1971.
  - B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.



D. Maintain on the job site, safety equipment required by Federal O.S.H.A. 1910.146 (Permit Required Confined Spaces).

#11.

18. STANDARD MANUFACTURER: Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished, and that the performance of such materials, equipment or supplies has been satisfactory. When manufacturer's names are used, they are used to establish a standard, and the words "or equal", if not stated, are implied.
19. MATERIAL SUBSTITUTION: Each Contractor shall base his bid on furnishing all items exactly as shown on the Contract Drawings and as described in the Contract Specifications. If "or equal" material or equipment is proposed for use on the project, then the bidder must have this material or equipment approved by the Engineer prior to installation in the work. The successful Contractor will not be authorized to make any substitution of his own initiative, but in each and every instance must procure authorization from the Engineer before installing any work in variance with the contract requirements. \* Please see note on bid sheet.
20. ACCESS TO WORK: Right of entry on the job site shall be provided to representatives of the Owner, the Environmental Protection Agency and the Missouri Department of Natural Resources so they may have access to work in preparation or in progress. Use of the field office and sanitation facilities during the inspection periods shall be provided.
21. COMPLIANCE WITH OTHER LAWS: With respect to all work performed, the Contractor and all Subcontractors shall comply with the requirements of Sections A.3, A.5, A.6, and A.7.
22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:
  - A. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the specified time limit. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
    - 1.) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
    - 2.) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
  - B. The following schedule of monthly anticipated adverse weather delays is based on data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASES ON (7) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
(21)	(17)	(17)	(10)	(7)	(2)	(2)	(2)	(3)	(10)	(17)	(22)

- C. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on a daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (B), above, the Owner will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract time limit.
23. LATE PAYMENT: If the Owner fails to make payment thirty (30) days after receipt of the Contractor's Application for Payment, in addition to other remedies available to the Contractor, there shall be added to each such payment interest in accordance with Section 34.057 RSMo (Supp. 1991).
24. PRIVITY OF CONTRACT: Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any time.
25. MISSOURI PRODUCTS: In accordance with Chapter 71.140, Missouri Revised Statutes 1986, preference shall be given to Missouri products.
26. MISSOURI FIRMS: Pursuant to Section 34.076 RSMo. 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.
27. PROTEST PROVISIONS: In the event that a protest, dispute or claim arises out of procurements as related to this contract, the following procedures shall be followed for filing, review and resolving said protest, dispute, or claim:
- A. File written protest with City Clerk within five (5) working days of occurrence, citing:
- 1) Basis of protest or claim
  - 2) Contract provision relating to protest or claim
- B. Within fourteen (14) days of receipt of protest, the City Manager will act upon the claim in one of the following actions:
- 1) Deny claim
  - 2) Concur and agree to claim
  - 3) Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to City Council



**BID PROPOSAL**Project: 2021 Moberly Micro Seal ProjectDate: 3/25/2021Proposal of Missouri Petroleum Products Company LLC(hereinafter called "Bidder") a Corporation LLC corporation/partnershipan individual doing business as Missouri Petroleum Products Company LLCTo the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of \_\_\_\_\_

Project 070-21, 2021 Micro Seal

\_\_\_\_\_ having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.





City of

*Proberly!***BID SHEET**

Bids due March 31, 2021 at 10:00 A.M.

**Milling Work**

Contractor retains millings

Est. Quantity: 34,679 sq. yd.Unit Price \$ 1.70 /sq. yd.

City retains millings

Unit Price \$ 1.35 /sq. yd.**Street Overlay Type BP2 Mix**

Est. Quantity:

5,030 Tons

- tack coat required on paved streets

Unit Price \$ 88.85 /ton**Reclamite Seal**

Est. Quantity:

127,827 sq. yd.Unit Price \$ No Bid /sq. yd.**Restorative (CRF)**

Est. Quantity:

unknown sq. yd.Unit Price \$ No Bid /sq. yd.

Company Name:

Higgins Asphalt Paving Co. Inc

Signature:



## Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES \_\_\_\_\_ NO X

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



**ADVERTISEMENT FOR BIDS**Project No. 010-21

City of Moberly, Missouri (Owner)

**HOT MIX ASPHALT STREET OVERLAY PROJECT**

Sealed bids for ASPHALT OVERLAY PROJECT includes this partial listing and is not limited to: approximately The Asphalt Overlay Project Work Is Calculated At Approximately 5,030 Tons of Type C HMA Applied At Various Streets – Unit Price Per Ton Shall Be Based The Approximated Quantity. Also Include A Bid Per Ton For Asphalt Picked Up At Your Plant For Calendar Year 2021 By City Crews.

The sealed bids will be received by the Owner in Council Chambers by the City Clerk, Shannon Hance, City Hall, 101 West Reed Street, Moberly, Missouri 65270, until 10:00 a.m., March 31, 2021, then at said office publicly opened and read aloud.

The information for Bidders maybe examined at the following:

City of Moberly  
City Hall  
101 West Reed Street  
Moberly MO 65270

Copies maybe obtained at the same address.

The prevailing wage rates for State Government for said county in which the project is located shall govern the minimum wages to be paid for all work performed under Contract, current minimum wage (See Sec. #13).

The Owner reserves the right to waive any informality or to reject any or all bids. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof and bids must be good through end of summer.

March 15 2021

Date

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

THOMAS SANDERS, PUBLIC WORKS DIR  
(660) 263-4420  
(660) 269-8171 FAX

## INFORMATION FOR BIDDERS

1. PREPARATION OF BIDS: Each bid must be made on the Proposal form provided and bound in the Contract Documents. One complete bound set of the bid documents shall be signed and submitted in a sealed envelope plainly marked identifying the project and the bidder. All proposals must be completed in ink or by typewriter. The Unit price(s) must be stated in words and numbers; in case of a conflict, words will take precedence. No alteration, erasures, deletion or interpolation will be acceptable unless each alteration is signed or initialed by the Bidder. No erasures, interpolation, or other physical changes will be made by anyone, in any bid, after its submission by the Bidder.

2. SIGNATURE OF BIDDERS: Bids by corporations must be executed in the corporate name by the Preside or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. QUALIFICATIONS OF BIDDERS: Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.

In determining the lowest responsible bid, the following elements will be considered whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged in any other work, which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4. LOCAL CONDITIONS AFFECTING WORK: Bidders shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles that may be encountered, and all other relevant matters. A contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things that the contractor did not inform himself prior to bidding. The successful contractor must employ 97 as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.



Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in their bid, and shall not, after submission of their bid, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Before submitting a bid, each bidder shall examine carefully the complete Contract Documents including, but not limited to, Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Wage Rates, the Form of Agreement and Bonds, and all Addenda thereto, all of which contain provisions applicable not only to the successful bidder, but also to any of his subcontractors.

Each bidder is expected to base his bid on materials and/or other operations complying fully with the attached materials requirements, and in the event he names or includes in his bid materials and/or other operations that do not conform, he will, if awarded a contract, be responsible for furnishing materials and/or other operations that fully conform at no change in his contract price.

The submission of a Bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this article.

5. SALES TAXES: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax-exempt entity shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, PO Box 840, Jefferson City, MO 65105, Telephone (573) 751-2836. Section A.12 is a form approved by the Missouri Department of Revenue.
  6. INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued by Owner and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such documents which any one presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
  7. TIME OF COMPLETION: The time of completion of the work as set forth in the Proposal is a basic consideration of the Contract. It will be necessary that the bidder satisfy the owner of his ability to complete the work within the stipulated time.
- The attention of the bidder is called to the provisions of the General Conditions relative to delays and extensions of time and relative to liquidated damages.
8. WITHDRAWAL OF BID: No bidder may withdraw his proposal for a period of 120 days subsequent to the specified time for receipt of bids. A bidder may withdraw his proposal at any time prior to the expiration of the 98 day period during which proposals may be submitted, by written request of the bidder which request must be signed in the same manner and by the same person or persons who signed the proposal



9. ACCEPTANCE, REJECTION OF BIDS AND BID AWARD: After bids are opened, the Owner shall evaluate them in accordance with the methods set forth in the bidding documents. The Owner may reserve the right to reject all bids. Unless all bids are rejected for good cause, award of the contract shall be made to the low, responsive, responsible bidder. If the owner intends to award the contract to a bidder which did not submit the lowest bid, he shall prepare a written statement before any award, explaining why each lower bidder was deemed non-responsible or non-responsive, and shall retain it in his files. The Owner reserves the right to waive irregularities and informalities in any bid submitted.

In evaluating bids, the owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and lump sum prices if requested in the Bid Form. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

10. BONDS: Bonds shall be executed with the proper sureties through a company licensed to operate in the State of Missouri.

The contractor to whom the work is awarded will be required to furnish a separate Construction Contract Performance Bond and Construction Contract Payment Bond to the owner each in an amount equal to 100 percent (100%) of the amount of the Contract so awarded.

The bond shall be executed on the form attached as a part of the Contract Documents. The bond shall be signed by a Surety Company authorized to do business in the State of Missouri and acceptable as Surety to the Owner.

With each copy of the bond, there shall be filed with the Owner one copy of "Power of Attorney", certified to include the date of the bond.

11. INSURANCE: During the performance of the Services under this Agreement, the Contractor shall maintain the following insurance's:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000.00 for each occurrence.
- (4) The Contractors Insurance must name the City of Moberly as additional insured party and must carry a certificate of endorsement as well.

12. NONDISCRIMINATION IN EMPLOYMENT: Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to President's Executive Order No. 11246 of September 24, 1965, as amended May 8, 1978.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 of September 24, 1965, as amended, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract or a certification as to what efforts have been made to secure such statements when such agents or labor pool have failed or refused to furnish same prior to the award of the contract.

Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination as contained in the Labor Standards Contract Provisions, May 1, 1973, a copy of which is included in the contract documents.

13. WAGE DETERMINATION: The wage determination as issued by the Missouri Department of Labor and Industrial Relations listings the wage rates, in effect at the time of contract award shall be the basis for the minimum hourly wages to be paid all laborers and mechanics working on the project.
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  - A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
  - B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site



before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

D. Maintain on the job site, safety equipment required by Federal O.S.H.A. 1910.146 (Permit-Required Confined Spaces).

18. STANDARD MANUFACTURER: Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished, and that the performance of such materials, equipment or supplies has been satisfactory. When manufacturer's names are used, they are used to establish a standard, and the words "or equal", if not stated, are implied.
19. MATERIAL SUBSTITUTION: Each Contractor shall base his bid on furnishing all items exactly as shown on the Contract Drawings and as described in the Contract Specifications. If "or equal" material or equipment is proposed for use on the project, then the bidder must have this material or equipment approved by the Engineer prior to installation in the work. The successful Contractor will not be authorized to make any substitution of his own initiative, but in each and every instance must procure authorization from the Engineer before installing any work in variance with the contract requirements.
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22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:
  - A. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the specified time limit. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
    - 1.) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
    - 2.) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
  - B. The following schedule of monthly anticipated adverse weather delays is based on data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather independent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASES ON (7) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
(21)	(17)	(17)	(10)	(7)	(2)	(2)	(2)	(3)	(10)	(18)	(22)

- C. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on a daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (B), above, the Owner will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract time limit.
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24. PRIVITY OF CONTRACT: Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any time.
25. MISSOURI PRODUCTS: In accordance with Chapter 71.140, Missouri Revised Statutes 1986, preference shall be given to Missouri products.
26. MISSOURI FIRMS: Pursuant to Section 34.076 RSMo. 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.
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- A. File written protest with City Clerk within five (5) working days of occurrence, citing:
- 1) Basis of protest or claim
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- B. Within fourteen (14) days of receipt of protest, the City Manager will act upon the claim in one of the following actions:
- 1) Deny claim
  - 2) Concur and agree to claim
  - 3) Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to City Council

## BID PROPOSAL

#11.

Project: 2021 Moberly Overlay Project

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

Proposal of Higgins Asphalt Paving Co., Inc.

(hereinafter called "Bidder") a corporation/partnership

an individual doing business as Higgins Asphalt Paving Co., Inc.

To the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of \_\_\_\_\_

\_\_\_\_\_ having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves 103 the right to reject any or all bids and to waive any informality in the bidding.



Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$                    ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 30<sup>th</sup> day of March, 20 21

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

If an individual: \_\_\_\_\_

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: Higgins Asphalt Paving Co., Inc.

By: Mark J. Kelly Title: V. Pres.

ATTEST: [Signature] Phone: 660-252-4540

(CORPORATE SEAL)

**Bid Bond****Bond #:****CONTRACTOR:**

Higgins Asphalt Paving Company, Inc.  
 35086 Higgins Road  
 Tipton MO 65081

**SURETY:**

Hudson Insurance Company  
 100 William Street, 5th Fl, New York, NY 10038

**OWNER:**

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5 % of accompanying bid. (\$ 5 % of bid)

**PROJECT:** 2021 Moberly Overlay Project

Asphalt Paving

Location: Moberly, MO

Project # 010-21

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


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

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

Signed and sealed this 26th day of March, 2021

  
 (Witness)

Higgins Asphalt Paving Company, Inc.  
 (Principal)  (Seal)  
 (Title) V. Priest

Hudson Insurance Company  
 (Surety)  (Seal)

  
 (Witness) Madelyn Hanagan

  
 (Title) Pamela L. Ronski, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

## ACKNOWLEDGEMENT OF SURETY

#11.

State of Minnesota

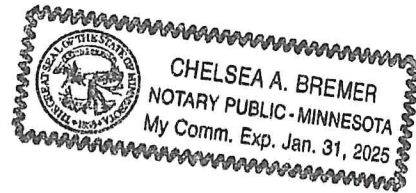
County of Washington

On this 21<sup>st</sup> day of March, 2021, before me, Chelsea A. Bremer

Notary Public, personally came and appeared Pamela L. Ronski, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed this instrument and acknowledged that they executed the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)





**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**David J. Rudnik, Travis J. Schreiber, Chelsea A. Bremer**

**Michelle McLane Norenberg, Lacey E. Endres, Tracy Krause, Pamela L. Ronski**

**of the state of Minnesota**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 13th day of May, 20 20 at New York, New York.



Attest.....  
**Dina Daskalakis, Corporate Secretary**

**HUDSON INSURANCE COMPANY**

By.....  
**Michael P. Cifone, Senior Vice President**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 13th day of May, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



.....  
**CAMERON GOURLAY**  
Notary Public, State of New York  
No. 01GO6372305  
Qualified in New York County  
Commission Expires June 4, 2022

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 26th day of March, 20 21.



By.....  
**Dina Daskalakis, Corporate Secretary**



## BID SHEET

**Bids due March 31, 2021 at 10:00 A.M.**

### **Milling Work**

Contractor retains millings

Est. Quantity: 34,679 sq. yd.

Unit Price \$ \_\_\_\_\_/sq. yd.

City retains millings

Unit Price \$ \_\_\_\_\_/sq. yd.

### **Street Overlay Type BP2 Mix**

Est. Quantity:

5,030 Tons

- tack coat required on paved streets

Unit Price \$ \_\_\_\_\_/ton

### **Reclamite Seal**

Est. Quantity:

103,500 sq. yd.

Unit Price \$ 0.90 (Ninety Cents) \_\_\_\_\_/sq. yd.

Resident Notifications \$0.02/SY (Two Cents/SY)

Sweeping \$0.04/SY (Four Cents/SY)

### **Restorative (CRF)**

Est. Quantity:

unknown sq. yd.

Unit Price \$ 1.30 (One Dollar and Thirty Cents) \_\_\_\_\_/sq. yd.

Resident Notification \$0.02/SY (Two Cents /SY)

Sweeping \$0.06/SY (Six Cents /SY)

**Company Name:** Corrective Asphalt Materials, LLC

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

Marc Taillon, Member



Reclamite SY \$ 0.90 (Ninety Cents/SY)

CRF SY \$ 1.30 (One Dollar and Thirty Cents/SY)

Add for resident notification SY \$ 0.02 (Two Cents/ SY)

### Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES X NO \_\_\_\_\_

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

Marc Taillon, Member

**ADVERTISEMENT FOR BIDS**Project No. 040-21

City of Moberly, Missouri (Owner)

**2021 RECLAMITE PROJECT**

The sealed bids will be received by the Owner in council chambers by the City Clerk, Shannon Hance, City Hall, 101 West Reed Street, Moberly, Missouri 65270, until **10:00 a.m., March 31, 2021**, then at said office publicly opened and read aloud.

The information for Bidders maybe examined at the following:

City of Moberly  
City Hall  
101 West Reed Street  
Moberly MO 65270

Copies maybe obtained at the same address.

The prevailing wage rates for State Government for said county in which the project is located shall govern the minimum wages to be paid for all work performed under Contract, current minimum wage (See Sec. #13).

The Owner reserves the right to waive any informality or to reject any or all bids. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof and bids must be good through the end of summer.

March 15, 2021

Date

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

THOMAS SANDERS, DIR. OF PUBLIC WORKS  
(660) 263-4420  
(660) 269-8171 FAX

## INFORMATION FOR BIDDERS

1. PREPARATION OF BIDS: Each bid must be made on the Proposal form provided and bound in the Contract Documents. One complete bound set of the bid documents shall be signed and submitted in a sealed envelope plainly marked identifying the project and the bidder. All proposals must be completed in ink or by typewriter. The Unit price(s) must be stated in words and numbers; in case of a conflict, words will take precedence. No alteration, erasures, deletion or interpolation will be acceptable unless each alteration is signed or initialed by the Bidder. No erasures, interpolation, or other physical changes will be made by anyone, in any bid, after its submission by the Bidder.

2. SIGNATURE OF BIDDERS: Bids by corporations must be executed in the corporate name by the Preside or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. QUALIFICATIONS OF BIDDERS: Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.

In determining the lowest responsible bid, the following elements will be considered whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged in any other work, which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4. LOCAL CONDITIONS AFFECTING WORK: Bidders shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles that may be encountered, and all other relevant matters. A contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things that the contractor did not inform himself prior to bidding. The successful contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in their bid, and shall not, after submission of their bid, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Before submitting a bid, each bidder shall examine carefully the complete Contract Documents including, but not limited to, Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Wage Rates, the Form of Agreement and Bonds, and all Addenda thereto, all of which contain provisions applicable not only to the successful bidder, but also to any of his subcontractors.

Each bidder is expected to base his bid on materials and/or other operations complying fully with the attached materials requirements, and in the event he names or includes in his bid materials and/or other operations that do not conform, he will, if awarded a contract, be responsible for furnishing materials and/or other operations that fully conform at no change in his contract price.

The submission of a Bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this article.

5. SALES TAXES: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax-exempt entity shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, PO Box 840, Jefferson City, MO 65105, Telephone (573) 751-2836. Section A.12 is a form approved by the Missouri Department of Revenue.
6. INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued by Owner and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
7. TIME OF COMPLETION: The time of completion of the work as set forth in the Proposal is a basic consideration of the Contract. It will be necessary that the bidder satisfy the owner of his ability to complete the work within the stipulated time.

The attention of the bidder is called to the provisions of the General Conditions relative to delays and extensions of time and relative to liquidated damages.

8. WITHDRAWAL OF BID: No bidder may withdraw his proposal for a period of 120 days subsequent to the specified time for receipt of bids. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder which request must be signed in the same manner and by the same person or persons who signed the proposal.



9. ACCEPTANCE, REJECTION OF BIDS AND BID AWARD: After bids are opened, the Owner shall evaluate them in accordance with the methods set forth in the bidding documents. The Owner may reserve the right to reject all bids. Unless all bids are rejected for good cause, award of the contract shall be made to the low, responsive, responsible bidder. If the owner intends to award the contract to a bidder which did not submit the lowest bid, he shall prepare a written statement before any award, explaining why each lower bidder was deemed non-responsible or non-responsive, and shall retain it in his files. The Owner reserves the right to waive irregularities and informalities in any bid submitted.

In evaluating bids, the owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and lump sum prices if requested in the Bid Form. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

10. BONDS: Bonds shall be executed with the proper sureties through a company licensed to operate in the State of Missouri.

The contractor to whom the work is awarded will be required to furnish a separate Construction Contract Performance Bond and Construction Contract Payment Bond to the owner each in an amount equal to 100 percent (100%) of the amount of the Contract so awarded.

The bond shall be executed on the form attached as a part of the Contract Documents. The bond shall be signed by a Surety Company authorized to do business in the State of Missouri and acceptable as Surety to the Owner.

With each copy of the bond, there shall be filed with the Owner one copy of "Power of Attorney", certified to include the date of the bond.

11. INSURANCE: During the performance of the Services under this Agreement, the Contractor shall maintain the following insurance's:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000.00 for each occurrence.

12. NONDISCRIMINATION IN EMPLOYMENT: Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 of September 24, 1965, as amended May 8, 1978.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools



with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 of September 24, 1965, as amended, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract or a certification as to what efforts have been made to secure such statements when such agents or labor pool have failed or refused to furnish same prior to the award of the contract.

Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination as contained in the Labor Standards Contract Provisions, May 1, 1973, a copy of which is included in the contract documents.

13. WAGE DETERMINATION: The wage determination as issued by the Missouri Department of Labor and Industrial Relations listings the wage rates, in effect at the time of contract award shall be the basis for the minimum hourly wages to be paid all laborers and mechanics working on the project.
14. ADDENDA: Any addenda to the Contract Documents issued prior to the time of opening of the bids shall be acknowledged within the proposal by the bidder.
15. SUBCONTRACTORS: Requirements on the qualifications and acceptability of subcontractors, material men and suppliers and the necessity of identifying them at the time of submission of the Bid are set forth in the Contract Documents.
16. DEDUCTIONS FOR NOT COMPLETING ON TIME: If the contract work is not fully completed according to the terms of this contract within the stipulated time limit, as stated in the Proposal, the Contractor shall pay the Owner, not as a penalty, but as liquidated damages an amount as indicated in the Contract Agreement. Owner's right to liquidated damages is in addition to any other remedy available under the Contract Documents for Contractor's nonperformance of any term or condition of the Contract Documents.
17. SAFETY STANDARDS AND ACCIDENT PREVENTION: With respect to all work performed under this contract, the contractor shall:
  - A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
  - B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
  - D. Maintain on the job site, safety equipment required by Federal O.S.H.A. 1910.146 (Permit-Required Confined Sp

18. STANDARD MANUFACTURER: Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished, and that the performance of such materials, equipment or supplies has been satisfactory. When manufacturer's names are used, they are used to establish a standard, and the words "or equal", if not stated, are implied.
19. MATERIAL SUBSTITUTION: Each Contractor shall base his bid on furnishing all items exactly as shown on the Contract Drawings and as described in the Contract Specifications. If "or equal" material or equipment is proposed for use on the project, then the bidder must have this material or equipment approved by the Engineer prior to installation in the work. The successful Contractor will not be authorized to make any substitution of his own initiative, but in each and every instance must procure authorization from the Engineer before installing any work in variance with the contract requirements.
20. ACCESS TO WORK: Right of entry on the job site shall be provided to representatives of the Owner, the Environmental Protection Agency and the Missouri Department of Natural Resources so they may have access to work in preparation or in progress. Use of the field office and sanitation facilities during the inspection periods shall be provided.
21. COMPLIANCE WITH OTHER LAWS: With respect to all work performed, the Contractor and all Subcontractors shall comply with the requirements of Sections A.3, A.5, A.6, and A.7.
22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:
- A. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the specified time limit. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
    - 1.) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
    - 2.) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
  - B. The following schedule of monthly anticipated adverse weather delays is based on data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORKDAYS BASED ON (7) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
(21)	(17)	(17)	(10)	(7)	(2)	(2)	(2)	(3)	(10)	(18)	(22)

- C. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on a daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (B), above, the Owner will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the Contract time limit.
23. LATE PAYMENT: If the Owner fails to make payment thirty (30) days after receipt of the Contractor's Application for Payment, in addition to other remedies available to the Contractor, there shall be added to each such payment interest in accordance with Section 34.057 RSMo (Supp. 1991).
24. PRIVITY OF CONTRACT: Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any time.
25. MISSOURI PRODUCTS: In accordance with Chapter 71.140, Missouri Revised Statutes 1986, preference shall be given to Missouri products.
26. MISSOURI FIRMS: Pursuant to Section 34.076 RSMo. 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.
27. PROTEST PROVISIONS: In the event that a protest, dispute or claim arises out of procurements as related to this contract, the following procedures shall be followed for filing, review and resolving said protest, dispute, or claim:
- A. File written protest with City Clerk within five (5) working days of occurrence, citing:
    - 1) Basis of protest or claim
    - 2) Contract provision relating to protest or claim
  - B. Within fourteen (14) days of receipt of protest, the City Manager will act upon the claim in one of the following actions:
    - 1) Deny claim
    - 2) Concur and agree to claim
    - 3) Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to City Council



**BID PROPOSAL**Project: 2021 Moberly Reclamite ProjectDate: March 26, 2021Proposal of Corrective Asphalt Materials, LLC(hereinafter called "Bidder") a Limited Liability Corporation corporation/partnership

an individual doing business as \_\_\_\_\_

To the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of \_\_\_\_\_

2021 Reclamite Project, Project No. 040-21 having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only excepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids and bids must be good through the end of summer.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$                    ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 26 day of March, 2021

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

If an individual: \_\_\_\_\_

doing business as \_\_\_\_\_

If a Partnership: Corrective Asphalt Materials, LLC

By: Marc Taillon, member of firm.

If a Corporation: \_\_\_\_\_

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

ATTEST: Angela Vantrease Phone: 618-254-3855

(CORPORATE SEAL)

N/A



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Corrective Asphalt Materials, LLC

300 Daniel Boone Trail  
S. Roxana, IL 62087

### OWNER:

(Name, legal status and address)

City of Moberly  
101 West Reed St.  
Moberly, MO 65270

**BOND AMOUNT:** Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Project No. 040-21 / 2021 Reclamite Project

### SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 31st day of March, 2021

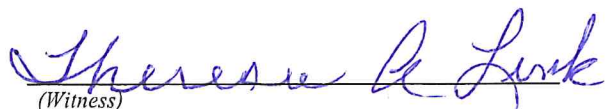
Corrective Asphalt Materials, LLC

  
(Witness) Angela Eileen Vantrease  
Admin. Asst.

(Principal)

(Seal)

(Title)

  
(Witness)

The Cincinnati Insurance Company

(Surety)

(Seal)

(Title)

Bullock, Attorney-in-Fact

## THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael T. Reedy; Stephen C. Ruff; Patricia A. Inchiostro; Gregory L. Stanley; Theresa A. Hunziker; Barbara M. Johnson; Christopher J. O'Hagan; Brandi L. Bullock; Don K. Ardolino; Kimberly Ann Connell; Timothy E. Griffin; Michael A. Flavin; Debra Baggett and/or Trudy Whitrock

of Chesterfield and St. Louis, Missouri its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:  
Any such obligations in the United States, up to  
Forty Million and No/100 Dollars (\$40,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 19<sup>th</sup> day of December, 2018.

THE CINCINNATI INSURANCE COMPANY




STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

On this 19<sup>th</sup> day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.




KEITH COLLETT, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 31<sup>st</sup> day of March, 2021




City of

*Moberly!*

#11.

**BID SHEET**

**Micro Seal**

Estimated Quantity:

31,447 sq. yd.

Unit Price \$ 4.06 /sq. yd.

**\*Type II, FA24 Slag is to be used as aggregate mix.**

**\*Please see attached Guideline (A143)**

Company Name: Microsurfacing Contractors, LLC

Signature: 

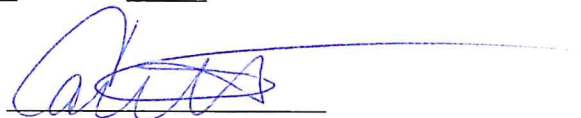


## Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES ☒ NO ☐

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






**AIA**

# Document A310™ – 2010

## Bid Bond

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

**MICROSURFACING CONTRACTORS, LLC**  
13940 St. Charles Rock Road  
Bridgeton, MO 63044

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

**City Of Moberly**  
101 West Reed Street  
Moberly, MO 65270

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

**Travelers Casualty And Surety Company Of America**  
One Tower Square  
Hartford, CT 06183

**Mail Notices To:**

**Travelers**  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

**PROJECT:** 2021 Micro Seal Project, 070-21, Microsurfacing

*(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 31st day of March, 2021.

*Michael L. Lutz*  
*(Witness)*

**MICROSURFACING CONTRACTORS, LLC**

*(Principal)*

*(Seal)*

*(Title)*

*Estimating Manager*

**Travelers Casualty And Surety Company Of America**

*(Surety)*

*(Seal)*

*(Title) Andrew P. Thome, Attorney-In-Fact*

*(Witness) Andrea McCarthy, Witness*

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State of Missouri  
County of St. Louis

On 3/31/2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

  
\_\_\_\_\_  
Andrea McCarthy, Notary Public

ANDREA MCCARTHY  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COMMISSIONED FOR ST. LOUIS COUNTY  
MY COMMISSION EXPIRES JUL. 30, 2023  
ID #15636518

My Commission Expires: \_\_\_\_\_



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

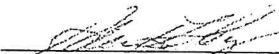
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, 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.

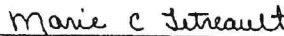
By:   
 Robert L. Raney, Senior Vice President

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 31 day of March, 2021



  
 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 the details of the bond to which the power is attached.



ADVERTISEMENT FOR BIDSProject No. 070-21

City of Moberly, Missouri (Owner)

2021 MICRO SEAL PROJECT

Sealed bids for MICRO SEAL PROJECT includes this partial listing and is not limited to approximately The Micro Seal Is Calculated At Approximately 31,447 square yards. These Figures Are Also To Be Used For Bonding/Bid Quantities.

The sealed bids will be received by the Owner in council chambers by the City Clerk, Shannon Hance, City Hall, 101 West Reed Street, Moberly, Missouri 65270, until 10:00 a.m., March 31, 2021, then at said office publicly opened and read aloud.

The information for Bidders maybe examined at the following:

City of Moberly  
City Hall  
101 West Reed Street  
Moberly MO 65270

Copies maybe obtained at the same address.

The prevailing wage rates for State Government for said county in which the project is located shall govern the minimum wages to be paid for all work performed under Contract, current minimum wage (See Sec.#13).

The Owner reserves the right to waive any informality or to reject any or all bids. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof and bids must be good through the end of summer.

March 22, 2021

Date

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

THOMAS SANDERS, DIR. OF Public Works  
(660) 263-4420  
(660) 269-8171 FAX



## INFORMATION FOR BIDDERS

1. PREPARATION OF BIDS: Each bid must be made on the Proposal form provided and bound in the Contract Documents. One complete bound set of the bid documents shall be signed and submitted in a sealed envelope plainly marked identifying the project and the bidder. All proposals must be completed in ink or by typewriter. The Unit price(s) must be stated in words and numbers; in case of a conflict, words will take precedence. No alteration, erasures, deletion or interpolation will be acceptable unless each alteration is signed or initialed by the Bidder. No erasures, interpolation, or other physical changes will be made by anyone, in any bid, after its submission by the Bidder.
2. SIGNATURE OF BIDDERS: Bids by corporations must be executed in the corporate name by the Preside or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. QUALIFICATIONS OF BIDDERS: Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.

In determining the lowest responsible bid, the following elements will be considered whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged in any other work, which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4. LOCAL CONDITIONS AFFECTING WORK: Bidders shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles that may be encountered, and all other relevant matters. A contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things that the contractor did not inform himself prior to bidding. The successful contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.



Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in their bid, and shall not, after submission of their bid, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Before submitting a bid, each bidder shall examine carefully the complete Contract Documents including, but not limited to, Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Wage Rates, the Form of Agreement and Bonds, and all Addenda thereto, all of which contain provisions applicable not only to the successful bidder, but also to any of his subcontractors.

Each bidder is expected to base his bid on materials and/or other operations complying fully with the attached materials requirements, and in the event he names or includes in his bid materials and/or other operations that do not conform, he will, if awarded a contract, be responsible for furnishing materials and/or other operations that fully conform at no change in his contract price.

The submission of a Bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this article.

5. SALES TAXES: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax-exempt entity shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, PO Box 840, Jefferson City, MO 65105, Telephone (573) 751-2836. Section A.12 is a form approved by the Missouri Department of Revenue.
  6. INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued by Owner and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such documents which any one presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
  7. TIME OF COMPLETION: The time of completion of the work as set forth in the Proposal is a basic consideration of the Contract. It will be necessary that the bidder satisfy the owner of his ability to complete the work within the stipulated time.
- The attention of the bidder is called to the provisions of the General Conditions relative to delays and extensions of time and relative to liquidated damages.
8. WITHDRAWAL OF BID: No bidder may withdraw his proposal for a period of 120 days subsequent to the specified time for receipt of bids. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder which request must be signed in the same manner and by the same person or persons who signed the proposal.



9. ACCEPTANCE, REJECTION OF BIDS AND BID AWARD: After bids are opened, the Owner shall evaluate them in accordance with the methods set forth in the bidding documents. The Owner may reserve the right to reject all bids. Unless all bids are rejected for good cause, award of the contract shall be made to the low, responsive, responsible bidder. If the owner intends to award the contract to a bidder which did not submit the lowest bid, he shall prepare a written statement before any award, explaining why each lower bidder was deemed non-responsive or non-responsive, and shall retain it in his files. The Owner reserves the right to waive irregularities and informalities in any bid submitted.

In evaluating bids, the owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and lump sum prices if requested in the Bid Form. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

10. BONDS: Bonds shall be executed with the proper sureties through a company licensed to operate in the State of Missouri.

The contractor to whom the work is awarded will be required to furnish a separate Construction Contract Performance Bond and Construction Contract Payment Bond to the owner each in an amount equal to 100 percent (100%) of the amount of the Contract so awarded.

The bond shall be executed on the form attached as a part of the Contract Documents. The bond shall be signed by a Surety Company authorized to do business in the State of Missouri and acceptable as Surety to the Owner.

With each copy of the bond, there shall be filed with the Owner one copy of "Power of Attorney", certified to include the date of the bond.

11. INSURANCE: During the performance of the Services under this Agreement, the Contractor shall maintain the following insurance's:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000.00 for each occurrence.

12. NONDISCRIMINATION IN EMPLOYMENT: Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 of September 24, 1965, as amended May 8, 1978.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.



Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 of September 24, 1965, as amended, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract or a certification as to what efforts have been made to secure such statements when such agents or labor pool have failed or refused to furnish same prior to the award of the contract.

Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination as contained in the Labor Standards Contract Provisions, May 1, 1973, a copy of which is included in the contract documents.

13. WAGE DETERMINATION: The wage determination as issued by the Missouri Department of Labor and Industrial Relations listings the wage rates, in effect at the time of contract award shall be the basis for the minimum hourly wages to be paid all laborers and mechanics working on the project.
14. ADDENDA: Any addenda to the Contract Documents issued prior to the time of opening of the bids shall be acknowledged within the proposal by the bidder.
15. SUBCONTRACTORS: Requirements on the qualifications and acceptability of subcontractors, material men and suppliers and the necessity of identifying them at the time of submission of the Bid are set forth in the Contract Documents.
16. DEDUCTIONS FOR NOT COMPLETING ON TIME: If the contract work is not fully completed according to the terms of this contract within the stipulated time limit, as stated in the Proposal, the Contractor shall pay the Owner, not as a penalty, but as liquidated damages an amount as indicated in the Contract Agreement. Owner's right to liquidated damages is in addition to any other remedy available under the Contract Documents for Contractor's nonperformance of any term or condition of the Contract Documents.
17. SAFETY STANDARDS AND ACCIDENT PREVENTION: With respect to all work performed under this contract, the contractor shall:
  - A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 18, 1971.
  - B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.



D. Maintain on the job site, safety equipment required by Federal O.S.H.A. 1910.146 (Permit-Required Confined Spaces).

18. STANDARD MANUFACTURER: Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished, and that the performance of such materials, equipment or supplies has been satisfactory. When manufacturer's names are used, they are used to establish a standard, and the words "or equal", if not stated, are implied.
19. MATERIAL SUBSTITUTION: Each Contractor shall base his bid on furnishing all items exactly as shown on the Contract Drawings and as described in the Contract Specifications. If "or equal" material or equipment is proposed for use on the project, then the bidder must have this material or equipment approved by the Engineer prior to installation in the work. The successful Contractor will not be authorized to make any substitution of his own initiative, but in each and every instance must procure authorization from the Engineer before installing any work in variance with the contract requirements. \* Please see note on bid sheet.
20. ACCESS TO WORK: Right of entry on the job site shall be provided to representatives of the Owner, the Environmental Protection Agency and the Missouri Department of Natural Resources so they may have access to work in preparation or in progress. Use of the field office and sanitation facilities during the inspection periods shall be provided.
21. COMPLIANCE WITH OTHER LAWS: With respect to all work performed, the Contractor and all Subcontractors shall comply with the requirements of Sections A.3, A.5, A.6, and A.7.
22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:
  - A. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the specified time limit. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
    - 1.) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
    - 2.) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
  - B. The following schedule of monthly anticipated adverse weather delays is based on data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASES ON (7) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
(21)	(17)	(17)	(10)	(7)	(2)	(2)	(2)	(3)	(10)	(17)	(22)

- C. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on a daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (B), above, the Owner will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract time limit.
23. LATE PAYMENT: If the Owner fails to make payment thirty (30) days after receipt of the Contractor's Application for Payment, in addition to other remedies available to the Contractor, there shall be added to each such payment interest in accordance with Section 34.057 RSMo (Supp. 1991).
24. PRIVITY OF CONTRACT: Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any time.
25. MISSOURI PRODUCTS: In accordance with Chapter 71.140, Missouri Revised Statutes 1986, preference shall be given to Missouri products.
26. MISSOURI FIRMS: Pursuant to Section 34.076 RSMo. 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.
27. PROTEST PROVISIONS: In the event that a protest, dispute or claim arises out of procurements as related to this contract, the following procedures shall be followed for filing, review and resolving said protest, dispute, or claim:
- A. File written protest with City Clerk within five (5) working days of occurrence, citing:
- 1) Basis of protest or claim
  - 2) Contract provision relating to protest or claim
- B. Within fourteen (14) days of receipt of protest, the City Manager will act upon the claim in one of the following actions:
- 1) Deny claim
  - 2) Concur and agree to claim
  - 3) Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to City Council



**BID PROPOSAL**Project: 2021 Moberly Micro Seal ProjectDate: 3-31-21Proposal of Microsurfacing Contractors, LLC(hereinafter called "Bidder") a limited liability company corporation/partnership  
an individual doing business as Microsurfacing contractors, LLCTo the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of 2021Moberly Micro Seal Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids and bids must be good through the end of summer.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$5% of bid amount) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 31<sup>st</sup> day of March, 2021.

Signature: [Signature]

If an individual: \_\_\_\_\_

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: Microsurfacing Contractors, LLC

By: Caitlin Kalick Title: Estimating Manager

ATTEST: Michael Stutz Phone: 314 989-9001

(CORPORATE SEAL)



City of

*Moberly!***BID SHEET**

Bids due March 31, 2021 at 10:00 A.M.

**Milling Work**

Contractor retains millings

Est. Quantity: 34,679 sq. yd.Unit Price \$ 3.00 /sq. yd.

City retains millings

Unit Price \$ 3.50 /sq. yd.**Street Overlay Type BP2 Mix**

Est. Quantity:

5,030 Tons

- tack coat required on paved streets

Unit Price \$ 99.00 /ton**Reclamite Seal**

Est. Quantity:

127,827 sq. yd.Unit Price \$ No Bid /sq. yd.**Restorative (CRF)**

Est. Quantity:

unknown sq. yd.Unit Price \$ No Bid /sq. yd.Company Name: Emery Sapp & SonsSignature: *Mika B...*

**BID PROPOSAL**Project: 2021 Moberly Overlay ProjectDate: March 26, 2021Proposal of Emery Sapp & Sons(hereinafter called "Bidder") a Missouri corporation/partnershipan individual doing business as a corporationTo the City of Moberly, Missouri (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of \_\_\_\_\_

Hot Mix Asphalt Street Overlay Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiarly with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, Sundays and legal holidays only accepted. When temperatures are below MODOT specifications those days will not be counted against the 120 days.

The undersigned Bidder further agrees that if the Owner decided to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased at the Contract Unit Price.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximately only and that they are subject to increase or decrease; that he will taken in full payment therefor the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds. The bid security attached in the sum of 5% of base bid (\$                    ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Dated this 31 day of March, 20 <sup>21</sup>

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

If an individual: \_\_\_\_\_

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: Emery Sapp & Sons

By: Mike Bunn Title: Vice President

ATTEST: Jack Hammet Phone: 573-221-5958

(CORPORATE SEAL)

## Cooperative Procurement Agreement Provision

1. This section is optional, it will not affect bid award.
2. If the City of Moberly awards the bidder this proposed contract, would the bidder sell, under the terms of this contract to any municipality or county that is a political subdivision of the State of Missouri with the following terms and provisions?
  - a. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
  - b. Reasonable provisions may be made for price due to geographical location of jurisdiction as agreed upon by the jurisdiction and bidder. Unit price adjustments will not exceed five percent of the bid prices.
  - c. There shall be no obligation under the cooperative procurement agreement for any jurisdiction to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
  - d. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

YES \_\_\_\_\_ NO ✓

Signature: *Mike R...*



**BID BOND**

Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

\_\_\_\_\_ as Principal, hereinafter called  
the Principal, and Liberty Mutual Insurance Company, of Boston, MA,  
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and  
firmly bound unto City of Moberly, 101 West Reed Street, Moberly, MO 65270

\_\_\_\_\_ as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

\_\_\_\_\_ Dollars ( 5% ), for the payment of which sum well and truly to be made, the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Hot Mix Asphalt Street Overlay Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such  
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with  
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full  
force and effect.

Signed and sealed this 31st day of March, 2021

Emery Sapp & Sons, Inc. (Seal)

Principal

Witness

Asst. VP

Title

Liberty Mutual Insurance Company

Witness

By

Allison Madrid, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8198110

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_\_\_

Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 27

Section 088  
**RANDOLPH COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Building Construction Rates for  
RANDOLPH County

REPLACEMENT PAGE

Section 088

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$22.03
Boilermaker	*\$22.03
Bricklayer	*\$22.03
Carpenter	\$48.43
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$22.03
Plasterer	
Communications Technician	*\$22.03
Electrician (Inside Wireman)	\$51.37
Electrician Outside Lineman	*\$22.03
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$22.03
Glazier	*\$22.03
Ironworker	\$63.79
Laborer	*\$22.03
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$22.03
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$22.03
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$22.03
<b>Plumber</b>	<b>\$60.24</b>
Pipe Fitter	
Roofer	*\$22.03
Sheet Metal Worker	*\$22.03
Sprinkler Fitter	*\$22.03
Truck Driver	*\$22.03
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.  
Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.



## Section 088

Heavy Construction Rates for  
RANDOLPH County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$22.03
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$22.03
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	*\$22.03
General Laborer	
Skilled Laborer	
Operating Engineer	*\$22.03
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$22.03
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME and HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

# City of Moberly

## City Council Agenda Summary

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

#12.

Department: Comm. Dev.

Date: April 19, 2021

**Agenda Item:** An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Lisa Perry For Properties Located At 308, 318, And 324 Allen Street.

**Summary:** The Planning & Zoning Commission recommended approval for the request of the re-zoning of 308, 318 and 324 Allen St.

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF LISA PERRY FOR PROPERTIES LOCATED AT 308, 318, AND 324 ALLEN STREET.**

**WHEREAS**, Lisa Perry submitted a Rezoning Application to the Zoning Administrator on February 12, 2021, to rezone properties located at 308 Allen Street from B-3 (General Commercial District) to R-3 (Multi-Family Dwelling District) and 318 and 324 Allen Street from an R-1 (Single Family Residential District) to an R-3 (Multi-Family Dwelling District) due to the demand for more multi-family residential structures in the city; and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on March 29, 2021, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

**WHEREAS**, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT ORDAINED** the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application described herein for properties located at 308, 318, and 324 Allen Street.

**PASSED AND ADOPTED** this 19th day of April 2021, by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer at Meeting\_\_\_\_\_  
City Clerk



Due to  
City Hall by  
March 8<sup>th</sup> @ 10am

**CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL**

**Article 10 – Planned Development Procedure**

**CITY OF MOBERLY, MISSOURI  
REZONING APPLICATION**

Return Form to:

Community Development Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only

Case ID.: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant: Lisa Perry Phone: 573-289-4634  
Address: 323 Epperson, Moberly Zip: 65270  
Owner: Lisa Perry - Redhead Properties Phone: 573-289-4634  
Address: 323 Epperson St, Moberly Zip: 65270

**PROPERTY INFORMATION:**

Street Address or General Location of Property: 308 Allen, 318 Allen & 324 Allen  
Property is Located In (Legal Description): \_\_\_\_\_

Present Zoning Commercial Requested Zoning: R3 Acreage: \_\_\_\_\_  
R1

Present Use of Property: Vacant & Storage

Character of the Neighborhood: Residential

## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 10 – Planned Development Procedure

## SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Corn &amp; Res</u>	<u>R-1</u>
South	<u>Vacant &amp; Res</u>	<u>R-1</u>
East	<u>Res</u>	<u>R-1</u>
West	<u>Corn</u>	<u>B-3</u>

## RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes ☐ No ☒

If yes, explain: \_\_\_\_\_

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes ☒ No ☐

If yes, explain: Wanting to build multi Family homes

## CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes ☒ No ☐

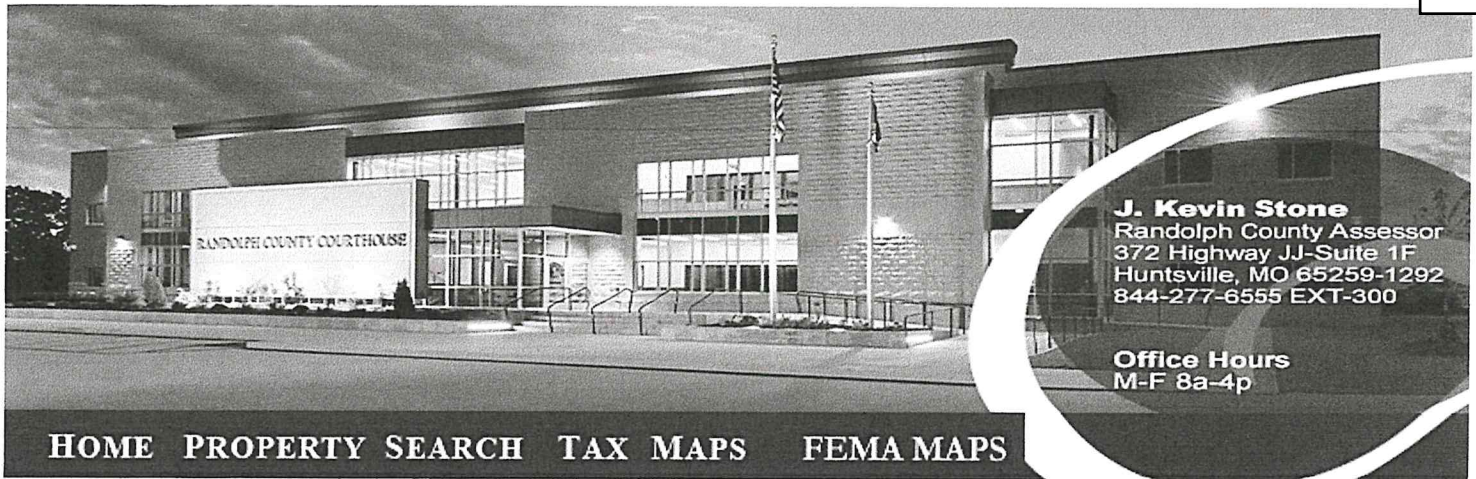
2. Is the proposed change consistent with the Future Land Use Map?

Yes ☒ No ☐

## TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Allen St & Porter St

The current lots on Allen St are vacant and would be an improvement to the neighborhood to have multi Family homes on the lots to reflect the rest of the growing area which already has several multi Family units in it. Currently Moberly is in a housing shortage and these units will help with this problem. I feel this will bring value to the neighborhood and improve the overall look in a positive manner.



**Parcel** 07-7.0-36.0-1.0-000-047.000

**Property Location** 308 ALLEN ST

**City** Moberly(7) **Road** Moberly(1) **Watershed** (0)  
**Fire** (0) **School** Moberly(2) **Junior College** MACC(1)

**Owner** REDHEAD PROPERTIES LLC  
**Address** 323 EPPERSON ST  
**City, State, Zip** MOBERLY, MO 65270-

**Abbreviated Legal Description** COATES & CHANDLER'S 2ND ADD...MOBERLY:  
LOT 3 EXCEPT WEST 10' OF NORTH 50' & ALL OF LOT 4,  
BLOCK 6

This is a taxing description only. It should not be used for legal documents.

**Sec:** 36.0 **Twp:** 54 **Rge:** 14

**Deed Acres:** 0.00 **Calc Acres:** 0.30 **Lot Size:** 81.2 x 150.0

Deed Book	Page	Date	Grantee
765	598	12/29/2011	REDHEAD PROP PT#1356/11
436	369	04/01/1999	GRISHAM PT#284/99
436	367	12/13/1998	ECKHARDT NC#284/99
358	277	12/18/1995	ECKHARDT TRUST NC#109/96
33M	574	10/20/1976	ECKHARDT

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	4500	4840	9340	Res	1770
<b>Totals</b>	<b>4500</b>	<b>4840</b>	<b>9340</b>	<b>Totals</b>	<b>1770</b>

### Estimated Property Taxes

2020 Estimate 127

### Residence Description

Year Built 0()

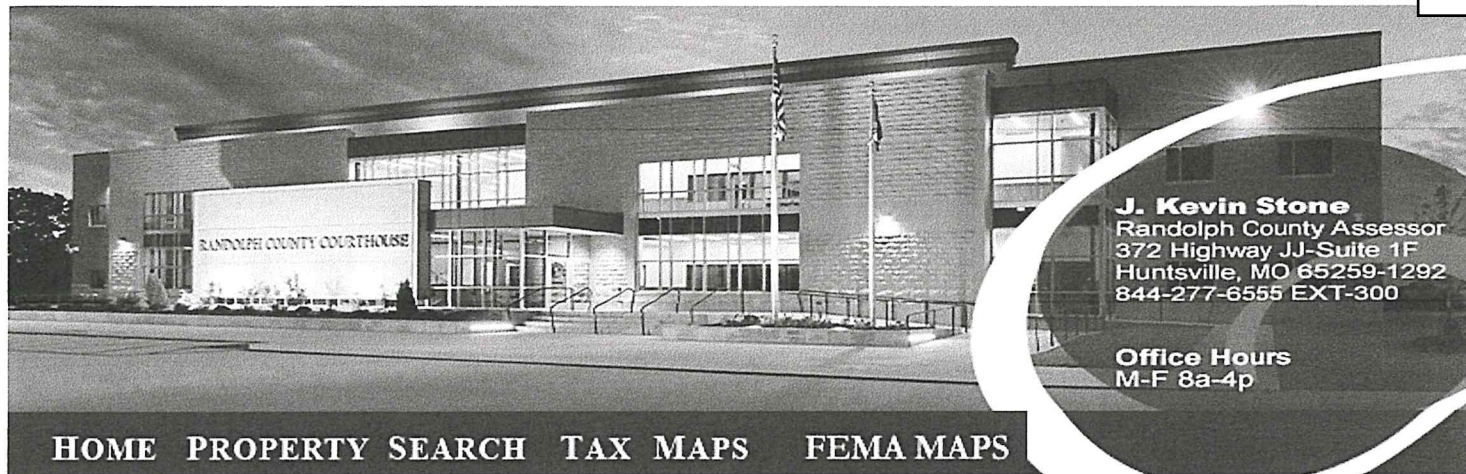
Use Single Family(1)

Basement (0) Attic

150

0





Parcel 07-7.0-36.0-1.0-000-046.000

Property Location 318 ALLEN ST (VACANT)

City **Moberly(7)** Road **Moberly(1)** Watershed **(0)**  
Fire **(0)** School **Moberly(2)** Junior College **MACC(1)**

Owner **REDHEAD PROPERTIES, LLC**  
Address **323 EPPERSON ST**  
City, State, Zip **MOBERLY, MO 65270-**

Abbreviated Legal Description **COATES & CHANDLER'S 2ND ADD...MOBERLY:  
LOTS 5 & 6, BLOCK 6**

This is a taxing description  
only. It should not be used for  
legal documents.

Sec: 36.0 Twp: 54 Rge: 14

Deed Acres: 0.00 Calc Acres: 0.31 Lot Size: 91.2 x 150.0

Deed Book	Page	Date	Grantee
827	445	01/28/2015	REDHEAD PROPERTIES PT# 12/'14
804	318	04/26/2013	DAVIS PT# 990/13

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	3000	0	3000	Res	570
Totals	3000	0	3000	Totals	570

**Estimated Property Taxes**

2020 Estimate 41

**Residence Description**

Year Built ( )

Use ( )

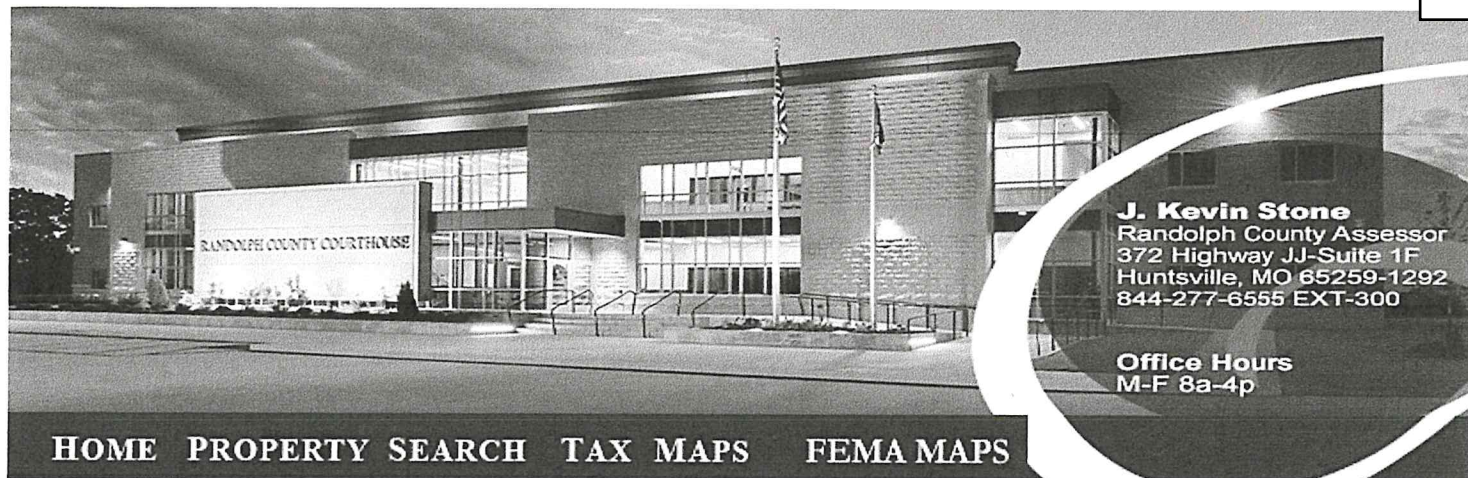
Basement ( ) Attic

Bedrooms 0 Living Area Above Grade

Full Bath 0 Basement Finished Area

3/4 Bath 0

151



Parcel 07-7.0-36.0-1.0-000-045.000

Property Location 324 ALLEN ST

City **Moberly(7)** Road **Moberly(1)** Watershed **(0)**  
Fire **(0)** School **Moberly(2)** Junior College **MACC(1)**

Owner **REDHEAD PROPERTIES, LLC**  
Address **323 EPPERSON ST**  
City, State, Zip **MOBERLY, MO 65270-**

Abbreviated Legal Description **COATES & CHANDLER'S 2ND ADD...MOBERLY:  
LOTS 7 & 8, BLOCK 6**

This is a taxing description  
only. It should not be used for  
legal documents.

Sec: 36.0 Twp: 54 Rge: 14

Deed Acres: 0.00 Calc Acres: 0.31 Lot Size: 91.2 x 150.0

Deed Book	Page	Date	Grantee
827	445	01/28/2015	REDHEAD PROPERTIES PT# 11/'14
804	318	04/26/2013	DAVIS PT#989/13
305H	245	05/31/1994	ESRY, ESRY & CALVERT NC#724/94

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	3000	3770	6770	Res	1290
Totals	3000	3770	6770	Totals	1290

**Estimated Property Taxes**

2020 Estimate 93

**Residence Description**

Year Built **0()**  
Use **Single Family(1)**

Basement **(0)** Attic **0**

Bedrooms **0** Living Area Above **152** **0**

Full Bath **0** Basement Finished Living Area **0**

## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 10 – Planned Development Procedure

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
Allen		
Porter		

3. Will turning movements caused by the proposed use create an undue traffic hazard?  
Yes \_\_\_\_\_ No X

## IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- |  |           |             |
|--|-----------|-------------|
| 1. Appropriately Sized Lots?           | Yes _____ | No <u>X</u> |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No <u>X</u> |
| 3. Drainage Easements?                 | Yes _____ | No <u>X</u> |
| 4. Utility Easements:                  |           |             |
| Electricity?                           | Yes _____ | No <u>X</u> |
| Gas?                                   | Yes _____ | No <u>X</u> |
| Sewers?                                | Yes _____ | No <u>X</u> |
| Water?                                 | Yes _____ | No <u>X</u> |

5. Additional Comments: \_\_\_\_\_

## UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

## THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.



**Memorandum**

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**To:** Planning and Zoning Commission

**From:** Planning Staff

**Subject:** AGENDA ITEM NO. 1

**Meeting:** March 29, 2021

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**Public Hearing to consider:**

Notice of a Public Hearing for a re-zoning application submitted by Lisa Perry for 308 Allen St. from B-3 to R-3 and 318 and 324 Allen St from an R-1 to an R-3. 308 Allen St. is currently zoned B-3 (General Commercial District), and 318 and 324 Allen St are currently zoned R-1 ((Single Family Residential District).

**COMMENTS:**

The proposed site is bordered by R-1 Single Family Residential on the North, South, and East. The property to the West is zoned B-3 General Commercial District.

The properties combined will consist of approximately 40,400 Sq Ft. The plan is to develop multifamily housing on the lot in sets of townhomes. The properties will become rental property to support the demand for more rental property in Moberly, MO. Residential use is congruent with the surrounding properties.

Stormwater control will have to meet City requirements and be approved thru City utilities.

**City Staff review:**

Previous discussions with the applicant have centered around utilizing the property for multi-family housing for the community. Based on the recent housing study and the demand for more multi-family residential structures, and the surrounding newly installed residential structures at Allen St and Bertley St as well as the Re-zoning of the lots on Patton Street last month; this location would be adjacent to other multi-family lots and fill a need in the community by providing new multi-family opportunities.

A re-zoning application, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by  
Aaron Decker



**CITY OF MOBERLY, MISSOURI  
RE-ZONING PERMIT  
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

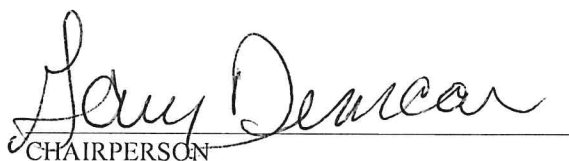
For Office Use Only:Date of Action: March 29, 2021Action: APPROVAL

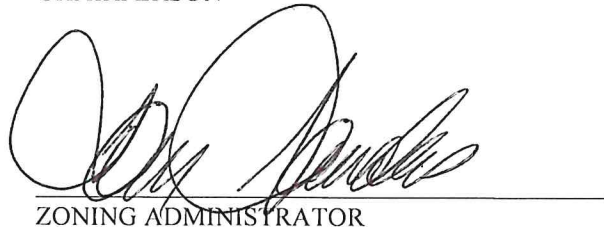
ON MARCH 29, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-3 TO A (N) R-3 (ZONE) TO BE LOCATED AT 308 ALLEN ST., MOBERLY, MISSOURI. (ADDRESS OR LOCATION) AND RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING FROM A(N) R-1 TO A(N) R-3 (ZONE) TO BE LOCATED AT 314 AND 324 ALLEN ST., MOBERLY, MISSOURI.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE APRIL 5, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
CHAIRPERSON

  
ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: #13.  
 Department: Comm. Dev.  
 Date: April 19, 2021

**Agenda Item:** An Ordinance Amending The Use Table Contained In Section 46-118 Removing The Conditional Use Permit Requirement For Short Term Housing Rentals In R-3 And B-2 Zoning Districts.

**Summary:** The City of Moberly feels that allowing Short Term Housing Rentals in R-3 and B-2 zones without a conditional use permit will assist in encouraging the growth and development of offering more short-term housing rentals. Keeping the conditional use permit in other zones will maintain some public awareness and allow opportunities to speak on behalf of the use of a single or family home for the purpose of short-term housing rentals.

### 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 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\_\_\_ **Jeffrey** \_\_\_\_\_

### Council Member

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

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

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

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

Passed Failed

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

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

**AN ORDINANCE AMENDING THE USE TABLE CONTAINED IN SECTION 46-118 REMOVING THE CONDITIONAL USE PERMIT REQUIREMENT FOR SHORT TERM HOUSING RENTALS IN R-3 AND B-2 ZONING DISTRICTS.**

**WHEREAS**, city staff submitted an application on March 10, 2021 to the Planning and Zoning Commission proposing a text amendment to the Use Table in Section 46-118 of the City Code to remove the conditional use permit requirement for Short Term Housing Rentals in R-3 and B-2 zoning districts; and

**WHEREAS**, a public hearing was held on March 29, 2021 before the City of Moberly, Missouri, Planning and Zoning Commission to consider the application filed by Moberly City Staff at which time the application was approved; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed zoning changes; and

**WHEREAS**, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city Zoning Code as follows.

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

**SECTION ONE:** The Use Table found in Section 46-118 is hereby amended by the removal of the Conditional Use Permit requirement for Short Term Housing Rentals in R-3 and B-2 zoning districts.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 19th day of April, 2021.

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

**ATTEST:**

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

**CITY OF MOBERLY, MISSOURI  
ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION**

Return Form to:

Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only:

Filing Fee: NA  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant: CITY OF MOBERLY Phone: 660-269-7642  
Address: 101 W REED St Zip: 65270  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**TEXT AMENDMENT PROPOSED:**

Amendment Proposed to (Check One):

☒ City Zoning Regulations                      ☐ City Subdivision Regulations  
☐ Growth Area Subdivision Regulations

Section to Be Amended:                      Article III                      Section 118

Present Text: USE TABLE: Short Term Housing Rentals are listed as (C) Conditional Use in N-1, R-1, R-2, R-3, M-P, & B-2 Zones

Proposed Text: USE TABLE: Short Term Housing Rentals are listed as (C) Conditional Use in N-1, R-1, R-2, & M-P Zones and (P) Permitted Use in R-3 & B-2 Zones.

Reason for Amendment: The City of Moberly feels that allowing Short Term Housing Rentals in R-3 and B-2 Zones without a Conditional Use will assist in encouraging the growth and development of offering more short term housing rentals. Keeping the Conditional Use in other zones will maintain some public awareness, and allow opportunities to speak on behalf of the use of a single or two family home for the purpose of short term housing rentals.

Attach additional sheets as needed.



**IMPACT OF AMENDMENT:**

Does the amendment add language to the Regulations?

Yes \_\_\_\_

No X

Does the amendment supplement an existing section?

Yes \_\_\_\_

No X

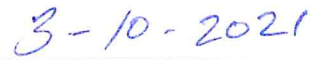
Does the amendment modify an existing section?

Yes X

No \_\_\_\_

Does the amendment repeal a section?

Yes \_\_\_\_

No X  
Applicant's Signature  
Date

CITY OF MOBERLY, MISSOURI  
ZONING & SUBDIVISION TEXT AMENDMENT PERMIT  
REASONS FOR DETERMINATION

Submit Questions To:  
Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

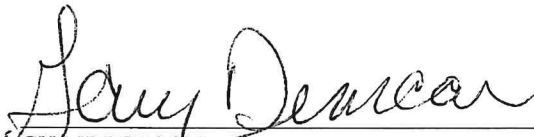
For Office Use Only:  
Date of Action: March 29, 2021  
Action: APPROVAL

ON MARCH 29, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A TEXT AMENDMENT REQUEST MODIFIED FROM A(N) FORMER TEXT OF USE TABLE: SHORT TERM HOUSING RENTAL ARE LISTED AS (C) CONDITIONAL USE IN N-1, R-1, R-2, R-3, M-P AND B-2 ZONES TO A (N) PRESENT TEXT OF SHORT TERM HOUSING RENTAL ARE LISTED AS (C) CONDITIONAL USE IN N-1, R-1, R-2, AND M-P ZONES AND (P) PERMITTED USE IN R-3 AND B-2 ZONES, ARTICLE III SECTION 46-118, USE TABLE.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE APRIL 5, 2021 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS ZONING & SUBDIVISION TEXT AMENDMENT REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
CHAIRPERSON

  
ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: #14.

Department: Administration

Date: April 19, 2021

**Agenda Item:** An Ordinance Repealing Ordinance 9588 And Removing The Declaration Of Emergency.

**Summary:** The City adopted Ordinance #9588 on March 23, 2020 which authorized the Mayor to issue a Declaration of Emergency for Moberly. On that same date the Mayor issued the Declaration of Emergency giving certain emergency powers due to the Covid pandemic. The council may desire to withdraw the declaration of emergency at this time due to there being no continuing need for emergency powers.

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

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

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

**AN ORDINANCE REPEALING ORDINANCE 9588 AND REMOVING THE DECLARATION OF EMERGENCY.**

**WHEREAS**, on March 23, 2020 this Council adopted Ordinance #9588 authorizing the Mayor to issue a Declaration of Emergency for Moberly, Missouri; and

**WHEREAS**, on March 23, 2020 Mayor Jerry Jeffrey issued a Declaration of Emergency (“Declaration”) authorizing the City Manager to use emergency powers to deal with the COVID-19 pandemic; and

**WHEREAS**, since the issuance of the Declaration the city manager has made various purchasing, personnel and CARES Act decisions under the emergency authorization; and

**WHEREAS**, at this time the City Council desires to repeal the emergency ordinance and remove the Declaration and withdraw the emergency powers created thereby.

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

**SECTION ONE:** Ordinance #9588 is hereby repealed.

**SECTION TWO:** The Declaration of Emergency is hereby removed.

**SECTION THREE:** All actions taken by the City Manager under the emergency powers are hereby ratified in all respects and shall continue in place until such time as withdrawn by the City Manager.

**SECTION FOUR:** This ordinance shall take immediate effect upon passage by the city council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 19th day of April, 2021.

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

**ATTEST:**

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



# City of Moberly

## City Council Agenda Summary

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

#15.

Department: Comm. Dev.

Date: April 19, 2021

**Agenda Item:** A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mike And Libby Mattox, To Operate A Short-Term Housing Located At 129 Elizabeth Street.

**Summary:** The Planning & Zoning Commission recommended approval for the request of the conditional use permit.

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

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

\_\_\_

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

\_\_\_

Passed Failed

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

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

**A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO MIKE AND LIBBY MATTOX, TO OPERATE A SHORT-TERM HOUSING LOCATED AT 129 ELIZABETH STREET.**

**WHEREAS**, on March 5, 2021, Mike and Libby Mattox submitted an application to the Zoning Administrator for the issuance of a Conditional Use Permit (“CUP”) for a Short-Term Housing located at 129 Elizabeth Street; and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on March 29, 2021, at which time the Commission recommended approval of the CUP request after having considered all standards listed in the zoning regulations, and all other conditions listed for a CUP in other sections of the regulations; and

**WHEREAS**, the City Council has considered the CUP application and the findings, conclusions and recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the CUP application described herein for property located at 129 Elizabeth Street.

**RESOLVED** this 19th day of April 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 11 – Conditional Uses

CITY OF MOBERLY  
CONDITIONAL USE PERMIT APPLICATIONReturn Form To:

Community Development Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only

Case ID: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

## APPLICANT INFORMATION:

Applicant: MILKE & Libby Mattox DBA Depot District Air BnB Phone: 660 269 8088  
Address: PO Box 223 Moberly MO Zip: 65270  
Owner: SAME Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_

## PROPERTY INFORMATION:

Location of Property: 129 Elizabeth  
Legal Description: EAST 110' of S 1/2 of lot 6 &  
EAST 120' of N 1/2 of lot 7 Porter's Addition  
Present Zoning Classification: R-2 Acreage: 0  
Present Use of Property: residential rental  
Proposed Land Use Activity: Air BnB  
Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: 46-118

## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 11 – Conditional Uses

## ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential</u>	<u>R-2</u>
South	<u>''</u>	<u>R-2</u>
East	<u>''</u>	<u>R-2</u>
West	<u>''</u>	<u>R-2</u>

Should this conditional use be valid only for a specific time period? Yes \_\_\_\_\_ No ☒

If Yes, what length of time? \_\_\_\_\_

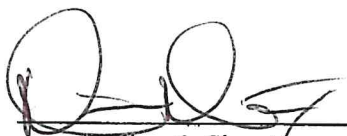
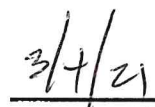
DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.	Yes	No
Does the proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	<input checked="" type="checkbox"/>	
Does the proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public?	<input checked="" type="checkbox"/>	
Does the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located?	<input checked="" type="checkbox"/>	
Does the location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it have been planned so that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations?	<input checked="" type="checkbox"/>	
Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect?	<input checked="" type="checkbox"/>	
Adequate utility, drainage, and other such necessary facilities will be provided?	<input checked="" type="checkbox"/>	
Adequate access roads or entrance and exit drives will be provided and designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys?	<input checked="" type="checkbox"/>	
Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises?	<input checked="" type="checkbox"/>	



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CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL*Article 11 – Conditional Uses***ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.

  
Applicant's Signature  
Date

City of *Moberly!*

**Memorandum**

**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *AGENDA ITEM NO. 2*

**Meeting:** *March 29, 2021*

---

**Public Hearing to consider:**

Notice of Public Hearing for a conditional use permit application submitted by Mike & Libby Mattox for a proposed short term housing rental located at 129 Elizabeth St. This property is currently zoned R-2 (Two Family Residential District).

**COMMENTS:**

The proposed site is bordered by R-2 One and Two Family Residential on the East and West. It is also bordered by R-2 One and Two Family Residential (undeveloped) to the North and R-2 to the south. The single family home will pass a current city occupancy inspection prior to operation as a short term housing rental. The property contains a two car detached garage and a driveway capable of holding an additional 2 cars. The house is a 3 bedroom, 2 bath structure in approximately 1664 sq ft of livable space. The owners requesting the conditional use permit are already owners and operators of an approved Short Term Housing Rental at the corner of Elizabeth and W Rollins St.

The property has applied for a Conditional Use Permit to allow use of the property for an Short Term Housing Rental.

**City Staff review:**

The Future land use map shows this property as two family residential use. Use Standards for this property permit Short Term Housing Rentals with approval of a Conditional Use Permit.

A Conditional Use Permit, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by  
Aaron Decker

**CITY OF MOBERLY, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

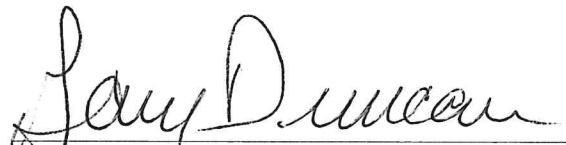
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ON MARCH 29, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) SHORT TERM HOUSING RENTAL TO BE LOCATED AT 129 ELIZABETH STREET, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE APRIL 5, 2021 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS CONDITIONAL USE PERMIT, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 CHAIRPERSON

  
 ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

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

#16.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** A Resolution Accepting The Bid Of Moberly Motors For A 2021 Ford F250 Regular Cab Pickup And Authorizing The Purchase For \$27,887.00.

**Summary:** We advertised for bids for a new 2021/2022 standard cab, long bed, 4x4 ¾ ton truck. Bid advertisements were mailed to Moberly Motor Co. and Thomas Motors. Bids were opened March 25, 2021 and one (1) bid was received from Moberly Motor Co.

### Recommended

**Action:** Accept this resolution.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed



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

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

**A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR A 2021 FORD F250 REGULAR CAB PICKUP AND AUTHORIZING THE PURCHASE FOR \$27,887.00.**

**WHEREAS**, the City of Moberly advertised for bids in the Moberly Monitor Index and sent a request for bids to Thomas Motors and Moberly Motors for one new standard cab, long bed, 4x4  $\frac{3}{4}$  ton pickup; and

**WHEREAS**, bids were opened on March 25, 2021 from one bidder, Moberly Motors, for a 2021 Ford F250 4x4 Regular Cab pickup in the amount of \$27,887.00; and

**WHEREAS**, the Moberly Public Works department recommends acceptance of the Moberly Motors bid in the amount of \$27,887.00.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Moberly Motors and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$27,887.00.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

City Clerk

CITY OF MOBERLY

"BID OPENING"

Date: 3-25-2021

Moberly Motors

\$ 27,887.00

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

**CITY OF MOBERLY**  
Standard Cab Truck Bids  
**"BID OPENING"**  
Sign-In Sheet

Date: 3-25-2021

Name

Cora Woodlin

Company

City of Moberly


*Driven by tradition*

City of Moberly  
City Clerk's Office  
101 West Reed St  
Moberly, Mo 65270

March 23, 2021

**RE: Bid for (1) 2022 Ford F250 Regular Cab 4X4 Pickup - (3/4) Ton**

Moberly Motor Company would like to submit the following bid  
Specifications and pricing for your consideration.

**2022 Ford F250 4X4 Regular Cab Pickup - XL Trim Level.**

<b>F2B</b> - 4 Wheel Drive	142" wheelbase - 8 ft Box
<b>996</b> - 6.2L V8 FFV Engine	<b>44S</b> - 6-sp Automatic Transmission w/Overdrive
<b>X37</b> - 3.73 Rear Axle Ratio	10,000# GVWR
<b>600A</b> Pkg - XL Trim Series	\$10.00 Gasoline
<b>Z1</b> - White Exterior Color	<b>AS</b> - 40/20/40 Front Bench Seat – Gray Vinyl
Rear View Camera – Center Stack Screen	w/Fold Down Center Armrest, cupholder & storage
Black Vinyl Floor Covering	Power Brakes 4-Wheel Disc w/ABS
Front Tow Hooks	<b>512</b> – Spare Tire & Wheel
Painted Front & Rear Bumpers	<b>TD8</b> - (5) LT245/75R X 17E BSW All Season
Power Steering	<b>512</b> – Full Size Spare
Tilt Steering Column	Class IV trailer hitch receiver 2.5"
AM/FM Radio	4-pin/7-pin wiring harness
<b>525</b> – Factory Cruise Control	<b>52B</b> – Trailer Brake Controller w/Smart Tow Connector
Interval Windshield Wiper	<b>90L</b> - Power Equipment Group
2 Sets of Keys	Power Windows - Power Door Locks
<b>942</b> – Daytime Running Lights	Remote Keyless-Entry Fob
Dr & Pass Air Bag System	Manual-folding, Power Glass Side View Mirrors
Power Tailgate Lock	TPMS – Tire Pressure Monitoring Sys
3 year / 36,000 mile warranty	

**2022 F250 Regular Cab 4X4 Pickup \$ 27,887**

*Amount due at delivery – Check – No Credit Card*



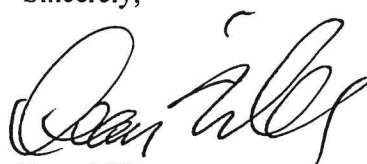
1520 North Morley, P.O. Box 249, Moberly, MO 65270

T (660) 263.6000 | T (800) 798.6006 | F (660) 263.1814 | [ford@moberlymotors.com](mailto:ford@moberlymotors.com) | [www.moberlymotors.com](http://www.moberlymotors.com)



Thank You for the opportunity to give you pricing on the above unit. Please let me know how you would like me to proceed from this point. Warranty is 3 year / 36,000 mile plus Power Train 5 year / 60,000 miles. Build date will be as soon as possible by the manufacture.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Miller", with a stylized flourish at the end.

Dean Miller  
Moberly Motor Company

## CITY OF MOBERLY, MISSOURI

## BID FORM

Bid Due Date: March 25, 2021 at 10:00am

The City of Moberly is requesting a Bid Quotations for:

New 2021/2022 3/4-Ton 4X4 Standard Cab, Long Bed Truck

\$ 27,887

Dealer Name: Moberly Motor Company - Moberly, Mo

Brand Name &amp; Model: 2022 Ford F250 3/4 Ton Regular Cab 4X4

Authorized Signature:

Dean Miller

Delivery Date: Kentucky Truck starts building 1st 2022 models 6/1/2021  
 Ohio Truck starts building 1st 2022 units 7/12/2021  
 Approx Build Date if Ordered today - Late July / early August  
 delivery approx late August / early September

**Bid submission deadline 10:00 a.m. Thursday, March 25, 2021, to City Clerk's Office,  
 Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.**

# City of Moberly

## City Council Agenda Summary

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

#17.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** A Resolution Accepting The Bid Of Moberly Motors For A 2022 Ford F250 Crew Cab Pickup And Authorizing The Purchase For \$31,577.00.

**Summary:** We advertised for bids for a new 2021/2022 crew cab 4x4 ¾ ton truck. Bids were mailed to Thomas Motors and Moberly Motors as well as placing the ad in the newspaper. Bids were opened on March 24, 2021 and one (1) bid was received from Moberly Motors.

### Recommended

**Action:** Accept this resolution.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed

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

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

**A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR A 2022 FORD F250 CREW CAB PICKUP AND AUTHORIZING THE PURCHASE FOR \$31,577.00.**

**WHEREAS**, the City of Moberly advertised for bids in the Moberly Monitor Index and sent a request for bids to Thomas Motors and Moberly Motors for one 2022 Crew Cab, 4x4  $\frac{3}{4}$  ton pickup; and

**WHEREAS**, bids were opened on March 24, 2021 from one bidder, Moberly Motors, for a 2022 Ford F250 4x4 Crew Cab pickup in the amount of \$31,577.00; and

**WHEREAS**, the Moberly Public Works department recommends acceptance of the Moberly Motors bid in the amount of \$31,577.00.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Moberly Motors and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$31,577.00.

**RESOLVED** this 19<sup>th</sup> day of April, 2021, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting**ATTEST:**

---

City Clerk



CITY OF MOBERLY  
2022 New 3/4-Ton 4X4 Crew Cab Truck  
“BID OPENING”  
Sign-In Sheet

Date: March 24, 2021, 10:00AM

Name

Company

Cora Woodin

City of Moberly

Cora Beal

City of Moberly

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## New 2022 Vehicles Opening Bid Sheet

New 2022 3/4 Ton 4X4 Crew Cab Truck

\$ 31,577.<sup>00</sup>

Dealer Name Moberly Motors

Brand Names & Model 2022 F350 Crew Cab 4x4 Pickup

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2022 3/4 Ton 4X4 Crew Cab Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_



*Driven by tradition.*

City of Moberly  
City Clerk's Office  
101 West Reed St  
Moberly, Mo 65270

March 23, 2021

**RE: Bid for (1) 2022 Ford F250 Crew Cab 4X4 Pickup - (3/4) Ton**

Moberly Motor Company would like to submit the following bid  
Specifications and pricing for your consideration.

**2022 Ford F250 4X4 Crew Cab Pickup - XL Trim Level.**

<b>W2B</b> - 4 Wheel Drive	160" wheelbase - 6 ¾ ft Box
<b>996</b> - 6.2L V8 FFV Engine	<b>44S</b> - 6-sp Automatic Transmission w/Overdrive
<b>X37</b> - 3.73 Rear Axle Ratio	10,000# GVWR
<b>600A</b> Pkg - XL Trim Series	\$10.00 Gasoline
<b>Z1</b> - White Exterior Color	<b>AS</b> - 40/20/40 Front Bench Seat – Gray Vinyl
Black Vinyl Floor Covering	Power Brakes 4-Wheel Disc w/ABS
Front Tow Hooks	<b>512</b> – Spare Tire & Wheel
Factory Air Conditioner	<b>TD8</b> - (5) LT245/75R X 17E BSW All Season
Power Steering	<b>512</b> – Full Size Spare
Tilt Steering Column	Class IV trailer hitch receiver 2.5"
AM/FM Radio	4-pin/7-pin wiring harness
<b>525</b> – Factory Cruise Control	<b>52B</b> – Trailer Brake Controller w/Smart Tow Connector
Interval Windshield Wiper	<b>90L</b> - Power Equipment Group
<b>85S</b> – Tough Bed Spray Liner	Power Windows - Power Door Locks
<b>942</b> – Daytime Running Lights	Remote Keyless-Entry Fob
Painted Front & Rear Bumpers	Manual-folding, Power Glass Side View Mirrors
Power Tailgate Lock	TPMS – Tire Pressure Monitoring Sys
Dr & Pass Air Bag System	3 year / 36,000 mile warranty
2 Sets of Keys	Rear View Camera – Center Stack Screen

**2022 F250 Crew Cab 4X4 Pickup                      \$ 31,577**

*Amount due at delivery – Check – No Credit Card*



1520 North Morley, P.O. Box 249, Moberly, MO 65270

T (660) 263.6000 | T (800) 798.6006 | F (660) 263.1818 | [ord@moberlymotors.com](mailto:ord@moberlymotors.com) | [www.moberlymotors.com](http://www.moberlymotors.com)

Thank You for the opportunity to give you pricing on the above unit. Please let me know how you would like me to proceed from this point. Warranty is 3 year / 36,000 mile plus Power Train 5 year / 60,000 miles. Build date will be as soon as possible by the manufacture.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Miller", with a stylized flourish at the end.

Dean Miller  
Moberly Motor Company



## CITY OF MOBERLY, MISSOURI

## BID FORM

**Bid Due Date: March 24, 2021 at 10:00am**

The City of Moberly is requesting a Bid Quotations for:

**New 2022 3/4-Ton 4X4 Crew Cab Truck**

\$ 31,577

Dealer Name: Moberly Motor Company - Moberly Mo

Brand Name & Model: 2022 Ford F250 Crew Cab 4X4 3/4 ton

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

  
Dean Miller

Delivery Date: Kentucky Truck starts building 1st 2022 models 6/1/2021

Ohio Truck starts building 1st 2022 models 7/12/2021

Approx Build Date if ordered today - Late July / early August

delivery approx late August / early September

**Bid submission deadline 10:00 a.m. Wednesday, March 24, 2021, to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.**

# City of Moberly

## City Council Agenda Summary

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

#18.

Department: Public Works

Date: April 19, 2021

**Agenda Item:** A Resolution Accepting The Bid Of Martin Equipment For A 2021 John Deere Compact Track Loader And Brush Hog And Authorizing The Purchase For \$63,975.00.

**Summary:** We advertised for bids for a new 2021/2022 compact track loader and brush hog attachment. Bids were opened on March 26, 2021 and four (4) bids were received. Staff recommends accepting the bid of \$63,975.00 with Martin Equipment.

### Recommended

**Action:** Accept these resolution.

**Fund Name:** Street Improvement CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed

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

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

**A RESOLUTION ACCEPTING THE BID OF MARTIN EQUIPMENT FOR A 2021 JOHN DEERE COMPACT TRACK LOADER AND BRUSH HOG AND AUTHORIZING THE PURCHASE FOR \$63,975.00.**

**WHEREAS**, the City of Moberly advertised for bids in the Moberly Monitor Index for one new compact track loader and brush hog; and

**WHEREAS**, bids were opened on March 26, 2021 from four bidders with the bid from Martin Equipment for a 2021 John Deere 325G loader and a John Deere RC78B brush hog in the amount of \$63,975.00 being the lowest responsive bid; and

**WHEREAS**, the Moberly Public Works department recommends acceptance of the Martin Equipment bid in the amount of \$63,975.00.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Martin Equipment and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$63,975.00.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**Bid Tab for Compact Track Loader**

<b>Company</b>	<b>Brand</b>	<b>Total</b>
Altorfer	CAT 259D3/CAT BR378 Brushcutter	\$59,825.00
Altorfer	CAT 289D3 XPS/CAT BR378 Brushcutter	\$68,802.00
Equipment Share	TL10V2CRH Cab/Takeuchi Solid Front Mower 78"	\$62,100.00
Martin Equipment	John Deere 325G Compact Track Loader/JD RC78B Rotary Cutter	\$63,975.00
Crown Power & Equipment	Case TV370B/Virnig V50 Cutter	\$64,980.00



## Compact Track Loader (Skid Loader) Recommendation

Tom,

We received bids from four companies on a new compact track loader, Altorfer (Caterpillar) submitted bids on two different size machines, the larger of the two was comparable with what the other companies bid, and what we were looking for.

Martin Equipment bid one machine as did Crown power and Equipment Share. After comparing all five machines, the least expensive of the five would be the cat 259D, however it is in a smaller size class than the other. It only has a 7'5" max dumping height and a tipping load of 5,800 lbs. and is 69" wide. The Takeuchi is somewhat larger and has a 7'11" max dump height, tipping load of 7,205 lbs. and is 68.5" wide.

The next three machines are the only ones that are comparable in size and are what we are focused on. The Case has the most dump height, 8' 7" and a tipping load of 7,400 lbs. at a bid price of \$64,980. John Deere is close with a dump height of 8'6" and a tipping load of 7,400 lbs. at a bid price of \$63,975 and the comparatively sized Caterpillar 289D has a dump height of 7'8" and a tipping load of 8,225 lbs. with a bid price of \$68,802. Of the three comparably sized machines, the John Deere 325G has the best power, reach and features for the money. I would recommend we accept that bid.

Thank you,  
Tim Grimsley

\*The Caterpillar bids did not specify the polycarbonate door glass, which was an important option for us and is over a \$2,000+ add on, that the other companies did include in their bid sheets.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #19.  
 Department: Public Works  
 Date: April 19, 2021

**Agenda Item:** A Resolution Accepting The Bid Of Scheppers International Truck Center For A 2021 HV507 SFA Tandem Axle Dump Truck With Accessories And Authorizing The Purchase For \$127,265.00.

**Summary:** We advertised for bids for a new 2021/2022 tandem axle dump truck with plumbing & hitch for snowplow & salt spreader. Bids were opened March 23, 2021 and only one bid was received from Scheppers International Truck Center. The base bid is for \$120,706.00 with some additional extras (\$6,559.00) the total will be \$127,265.00. Staff recommends accepting this bid.

**Recommended**

**Action:** Accept this Resolution.

**Fund Name:** CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 204,293.93

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

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

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

**A RESOLUTION ACCEPTING THE BID OF SCHEPPERS INTERNATIONAL TRUCK CENTER FOR A 2021 HV507 SFA TANDEM AXLE DUMP TRUCK WITH ACCESSORIES AND AUTHORIZING THE PURCHASE FOR \$127,265.00.**

**WHEREAS**, the City of Moberly advertised for bids in the Moberly Monitor Index for one new 2021/2022 Tandem Axle Dump Truck with snowplow and spreader; and

**WHEREAS**, bids were opened on March 23, 2021 with one responsive bid from Scheppers International Truck Center ("Scheppers") for a 2021 HV507 SFA Tandem Axle Dump Truck with a snowplow and spreader in the amount of \$127,265.00; and

**WHEREAS**, the Moberly Public Works department recommends acceptance of the Scheppers' bid in the amount of \$127,265.00.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Scheppers and authorizes the City Manager or his designee to purchase the specified dump truck for the price of \$127,265.00.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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





## New 2021/2022 tandem axle dump Truck Opening Bid Sheet

New 2021/2022 Tandem Axle Dump Truck

\$ 120,706.<sup>00</sup>

Dealer Name Scheppers International Truck Center

Brand Names & Model Henderson 15.5' AIR Steel Body with  
Central Hydraulics

New 2021/2022 Tandem Axle Dump Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2021/2022 Tandem Axle Dump Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

New 2021/2022 Tandem Axle Dump Truck

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

Dealer Name \_\_\_\_\_

Brand Names & Model \_\_\_\_\_

Tom

When we received the sealed bids for tandem dump truck, we received a list of options from schepperds international truck that we could choose to consider in leu of the standard equipment options that were in the bid price. Of these options I have chosen some that I think would be beneficial to us and some reasoning as to why.

Base price of new 2021 International HV507 tandem axle dump truck	\$120,706.00
Dual Power steering gear( this would help steering ability of the truck when the added weight of snowplow is added to front)	\$ 960.00
Locking rear Differential( This would give us added traction with driver control of locking in or out)	\$ 2,164.00
Pedestal mount mirrors( these mirrors are larger in size and have convex mirrors mounted to bottom for better visabilty)	\$ 97.00
Self cleaning cab entry steps( serrated design allows snow and ice to fall through to prevent ice buildup on steps)	\$ 777.00
15.5 ft bed in leu of 15 ft( our current spreader that we are going to install in this new truck is 15.6 ft long)	\$ 420.00
Rear tailgate center brace( adds extra strength to tailgate to prevent bowing in the center)	\$ 235.00
Steps( 2 steps installed outside front driver corner of bed to allow easier access to bed)	\$ 140.00
D Rings( 2 D rings welded inside of bed for holddowns of spreader)	\$ 126.00
Hoist( Trunion style hoist in leu of pin to pin type, this will allow us 6" of extra room inside bed(12" doghouse compared to 18") to accommodate our current 15.6" spreader)	\$ 1,640.00
Total price with added options	\$ 127,265.00

# City of Moberly

## City Council Agenda Summary

Agenda Number: #20.  
 Department: Public Works  
 Date: April 19, 2021

**Agenda Item:** A Resolution Accepting Bids And Authorizing Contracting For The 2021 Street Improvement Project.

**Summary:** We advertised for bids for street improvements (milling, overlay, micro seal and reclamite). Bids were opened March 31, 2021. Staff recommends Capital Paving for the milling and overlay, Corrective Asphalt Materials for the reclamite and Missouri Petroleum Products for the micro seal.

**Recommended**

**Action:** Accept this resolution.

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5502

**Available Budget \$:** 184,823.17

**ATTACHMENTS:**

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

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

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

**A RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTING FOR THE 2021 STREET IMPROVEMENT PROJECT.**

**WHEREAS**, bids were requested by publication in the Moberly Monitor-Index for the 2021 Street Improvement Project; and

**WHEREAS**, bids were opened as advertised and responses for the street milling and overlay were received from three contractors and responses for the street micro seal work were received from three contractors and responses for the street reclamite was received from one contractor; and

**WHEREAS**, city staff recommends accepting the following bids as the lowest responsible bids:

Street Milling	Capital Paving & Construction, LLC	\$1.52 sq. yd.
Street Overlay	Capital Paving & Construction, LLC	\$77.50 per ton
Micro Seal	Missouri Petroleum Products	\$3.60 sq. yd.
Reclamite	Corrective Asphalt Materials	\$ .90 sq. yd.

**WHEREAS**, the locations and estimated quantities for the millings, overlay, micro seal and reclamite are set forth in attached exhibits which are incorporated herein.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bids as recommended by city staff and authorizes the city manager to contract with the various vendors outlined above and take such other and further measures necessary to complete the 2021 Street Improvement Project.

**RESOLVED** this 19<sup>th</sup> day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

### ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting bids for the **2021 Street Improvements Project** including Asphalt Overlay, Pavement Milling, Micro Seal, Reclamite for various Streets within the City of Moberly.

Specifications and bid documents are available from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked **“2021 Street Improvements”** and to the office of the City Clerk at 101 W Reed St., Moberly, MO 65270 by **March 31, 2021 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
DIRECTOR OF PUBLIC WORKS

**PUBLISH ONE TIMES IN THE: WEEKEND EDITION, MARCH 19-21, 2021 EDITION**



## STREET IMPROVEMENT BID TAB 2021

[illegible]

# 2021 Street Improvement Project

#20.

## CITY OF MOBERLY

### "BID OPENING"

#### Sign-In Sheet

Date: 3/31/2021, 10:00AM

#### Name

Shannon Hance

Blake Higgins

Terry Schler

Tom Sanders

#### Company

City of Moberly

Higgins Asphalt

Capital Paving

CITY OF MOBERLY

# 2021 Street Improvement Project

#20.

## CITY OF MOBERLY

### "BID OPENING"

Date: 3/31/2021 10:00 AM

<u>Vance Brothers Inc</u>	\$ <u>\$ 4.18 / sq. yard</u>
<u>Corrective Asphalt</u>	\$ <u>Reclamite CRF</u> <u>\$ .90 / sq yd , \$ 1.30 / sq yard</u>
<u>Midwest Petroleum Prod.</u>	\$ <u>\$ 3.60 / sq. yd</u>
<u>Microsurfacing Contractors</u>	\$ <u>\$ 4.06 / sq. yd</u>
<u>Emery Sapp &amp; Sons</u>	\$ <u>milling / contractor retain</u> <u>\$ 3.00 / sq yd</u>
	\$ <u>milling / city retain</u> <u>3.50 / sq yd</u>
	\$ <u>Street overlay</u> <u>\$ 99.00 / ton</u>
<u>Higgins Asphalt Paving Co.</u>	\$ <u>milling / contract retain</u> <u>\$ 1.70 / sq. yd</u>
	\$ <u>milling city retain</u> <u>\$ 1.75 / sq yd</u>
	\$ <u>Street overlay</u> <u>\$ 88.85 / ton</u>
<u>Capital</u>	\$ <u>milling contractor to retain</u> <u>\$ 1.52 / sq yd</u>
	\$ <u>milling city retain</u> <u>\$ 1.52 / sq yd</u>
	\$ <u>Street overlay</u> <u>\$ 77.50 / ton</u>

## MICRO SURFACE LIST

[illegible]

# RECLAMITE TREATMENT

[illegible]



## MILLING LIST

[illegible]

## OVERLAY

[illegible]

# City of Moberly

## City Council Agenda Summary

Agenda Number: #21.  
 Department: Comm. Dev.  
 Date: April 19, 2021

**Agenda Item:** A Resolution Approving The Request For Proposals For Infill Housing Developers.

**Summary:** We advertised for proposals for in-fill housing. Proposals were opened on March 29, 2021. Staff recommends accepting the proposals from 3 Brothers Construction.

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

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

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

**A RESOLUTION APPROVING THE REQUEST FOR PROPOSALS FOR INFILL HOUSING DEVELOPERS.**

**WHEREAS**, the Public Works department advertised a request for proposals for developers interested in developing available infill housing locations; and

**WHEREAS**, proposals were opened on March 29, 2021 with 2 developers submitting infill housing projects; and

**WHEREAS**, proposals submitted pursuant to this process should be presented to the City Council by way of Cooperative Agreements between the City and the developer and approved by Ordinance.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby recognizes and authorizes the infill housing proposal process.

**RESOLVED** this 19<sup>th</sup> day of April, 2021, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting**ATTEST:**

---

City Clerk

# 2021 Street Improvement Project

#21.

## CITY OF MOBERLY

### "BID OPENING"

#### Sign-In Sheet

Date: 3/31/2021, 10:00AM

#### Name

Shannon Hance

Blake Higgins

Terry Schler

Tom Sanders

#### Company

City of Moberly

Higgins Asphalt

Capital Paving

CITY OF MOBERLY



# 2021 Street Improvement Project

#21.

## CITY OF MOBERLY

### "BID OPENING"

Date: 3/31/2021 10:00 AM

Vance Brothers Inc

\$ \$4.18/sq. yard

Corrective Asphalt

\$ Reclamite CRF  
\$ .90/sq yd, \$1.30/sq yard

Missouri

~~Midwest~~ Petroleum Prod.

\$ \$3.60/sq. yd

Microsurfacing Contractors

\$ \$4.06/sq. yd

Emery Sapp & Sons

\$ milling /contractor retain  
\$ \$3.00/sq yd

\$ milling / city retain  
\$ 3.50/sq yd

\$ Street overlay  
\$ \$99.00 / ton

Higgins Asphalt Paving Co.

\$ milling/contract retain  
\$ \$1.70/sq. yd

\$ milling city retain  
\$ \$1.75/sq yd

\$ Street overlay  
\$ \$88.85 / ton

Capital

\$ milling contractor to retain  
\$ \$1.52/sq yd

\$ milling city retain  
\$ \$1.52/sq yd

\$ Street overlay  
\$ \$77.50 / ton

## Proposal for infill development.

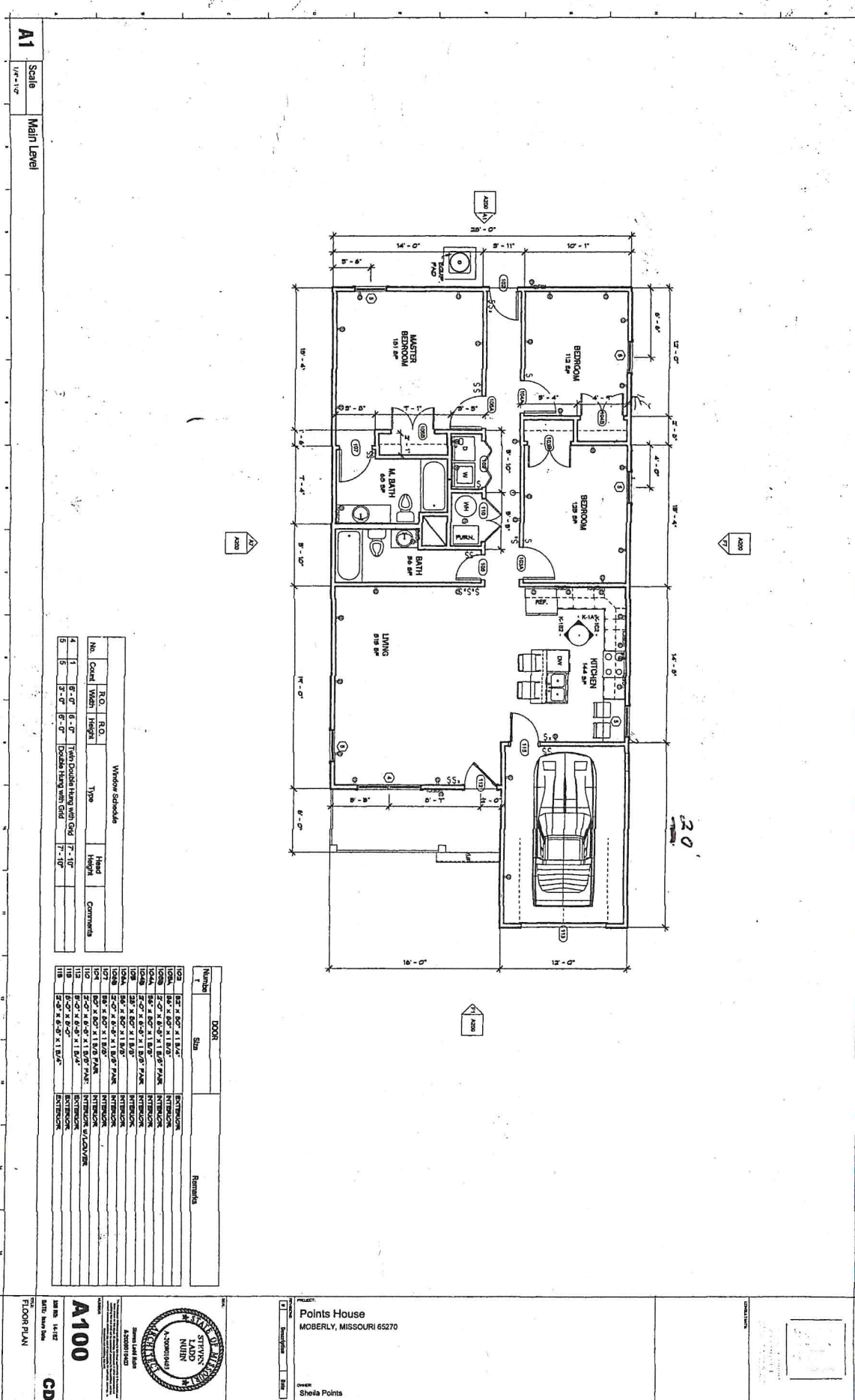
Submitted by Tony Stuart with 3 Brothers Construction.

3 bros. is a current licensed contractor. We have built numerous homes and developed many properties and two subdivisions. We have also participated in the infill program in past. We are wanting to build single family dwellings for sale on proposed properties; 514 Roberts, 402 N. 5<sup>th</sup> street, 534 Barrow, 715 W Coates, 139 Bedford. I would start right away on the listed properties. Attached is copy of floor plan, you may also drive to 906 south Williams to see the finished home that I sold for \$142,000 in November 2020.

641 N Ault street is a property I would like to build sfd on as well. It is down the street from my shop at 601 N Ault and rental house for sale at 511 N Ault.

The property at 936 and 1032 Franklin street would be great for sfd, but I would be interested in further discussion with city to develop a plan for multiple family.

I have listed the properties in 3 paragraphs, the first being most important. I am happy to answer any questions you may have. I feel I have a very transparent and great relationship with the city. Than you.



7:14 PM

## City of Moberly

## Proposal for 534 Barrow

I would like to build a 3 bedroom 2 bath home on this lot. This home would be a rental unit. I am currently under contract to purchase 508 Barrow and plan to build a duplex on that property which also would be rental units.

In the past I have remodeled several properties in Moberly and Huntsville. Many of these properties have been total guts with everything being replaced new to improve the property and neighborhoods. Some of these properties I have kept as rental units and some of them I have sold. Included in this packet are pictures of 3 complete remodels and one partial remodel.

Properties that I have remodeled in the past are:

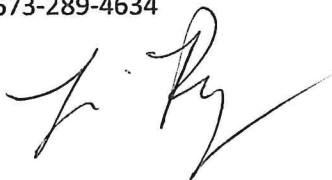
1. 109 Wendal Lane
2. 816 S. 4th St
3. 920 W. Rollins
4. 711 W. Rollins
5. 919 Epperson St
6. 438 Tara Park
7. 1614 Prairie Lane
8. 411 Huntsville Ave
9. 405 Huntsville Ave

I am a licensed contractor in Moberly.

Estimated value of these homes would be \$130,000 and start date would be fall of 2021 or spring of 2022.

Please contact me if you have any questions.

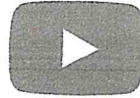
Lisa Perry  
Redhead Properties, LLC  
573-289-4634





# CRAFTSMAN HOUSE PLAN 4848-00325

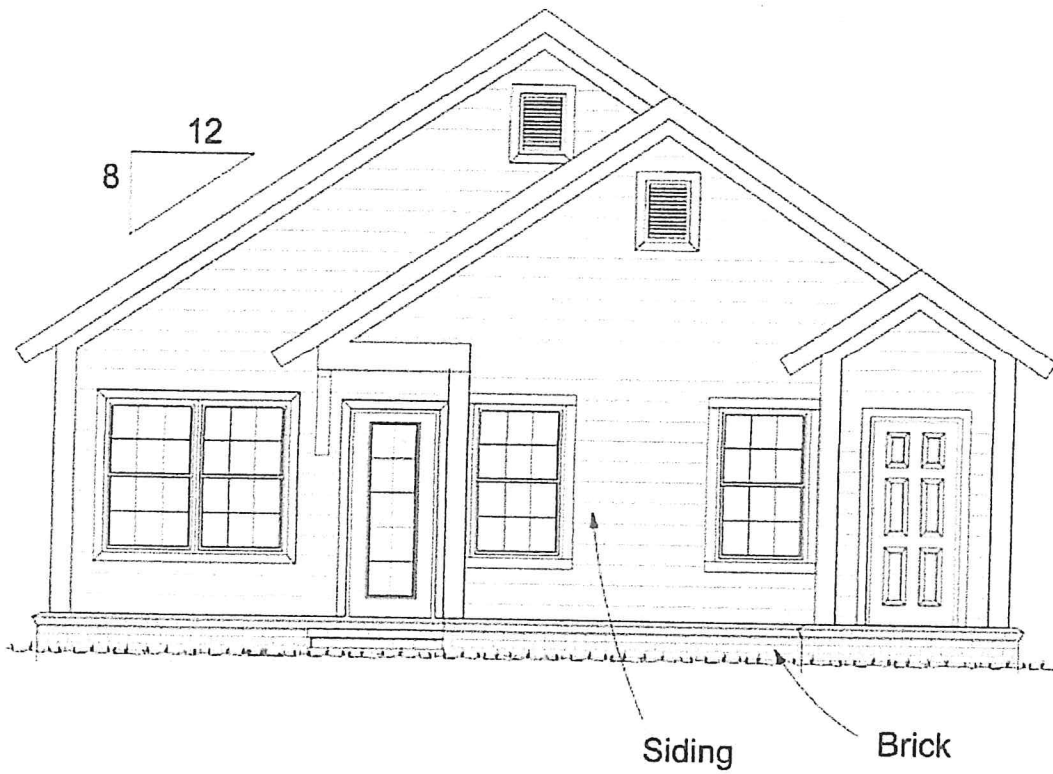
CRAFTSMAN HOUSE PLAN 4848-00325



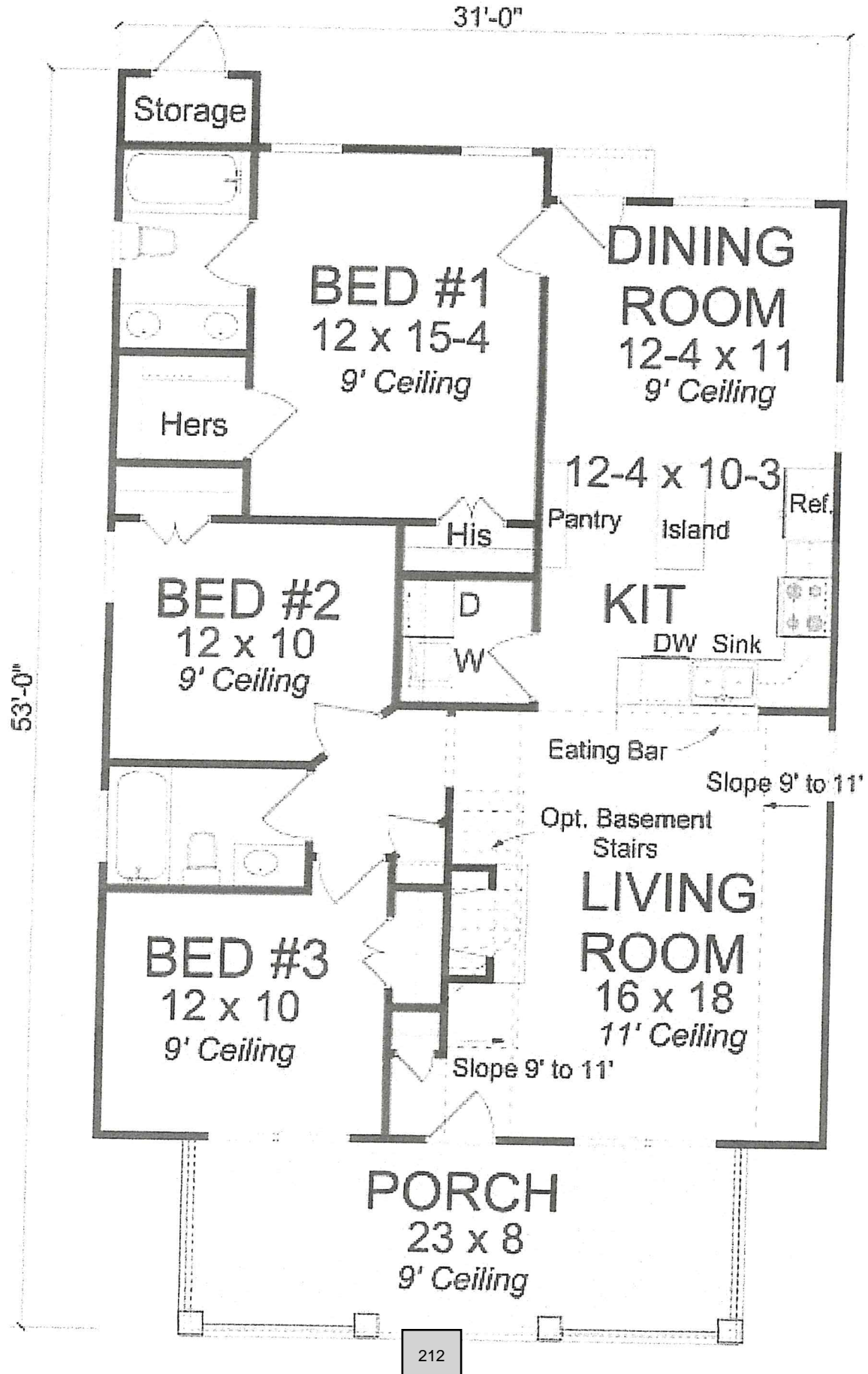
EXCLUSIVE IMAGE © America's Best House Plans

AMERICA'S BEST  
HOUSE PLANS





## MAIN FLOOR



## FEATURES

BEDROOMS:	Master On Main Floor
LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

## DETAILS

TOTAL HEATED AREA:	1,277 sq. ft.
-- FIRST FLOOR:	1,277 sq. ft.
FLOORS:	1
BEDROOMS:	3
BATHROOMS:	2
WIDTH:	31ft.
DEPTH:	53ft.
HEIGHT:	21ft.
FOUNDATION:	Crawlspace Foundation Basement Foundation Slab Foundation
MAIN ROOF PITCH:	8:12
FRAMING:	2x4

*Need different framing?*

Get a free modification quote.

## CEILING HEIGHTS

FIRST FLOOR:	9 feet
--------------	--------



7:14 PM

City of Moberly

## Proposal for 514 Roberts St.

I would like to divide this double lot back into two single lots and build 3 bedroom, 2 bathroom properties totaling 1277 sq ft on each lot. These properties would be used for rental property. I am currently under contract to purchase 508 Barrow and plan to build a duplex on that property which also would be rental units.

In the past I have remodeled several properties in Moberly and Huntsville. Many of these properties have been total guts with everything being replaced new to improve the property and neighborhoods. Some of these properties I have kept as rental units and some of them I have sold. Included in this packet are pictures of 3 complete remodels and one partial remodel.

Properties that I have remodeled in the past are:

1. 109 Wendal Lane
2. 816 S. 4th St
3. 920 W. Rollins
4. 711 W. Rollins
5. 919 Epperson St
6. 438 Tara Park
7. 1614 Prairie Lane
8. 411 Huntsville Ave
9. 405 Huntsville Ave

I am a licensed contractor in Moberly.

Estimated value of these homes would be \$130,000 and start date would be fall of 2021 or spring of 2022.

Please contact me if you have any questions.

Lisa Perry  
Redhead Properties, llc  
573-289-4634



# CRAFTSMAN HOUSE PLAN 4848-00325

CRAFTSMAN HOUSE PLAN 4848-00325

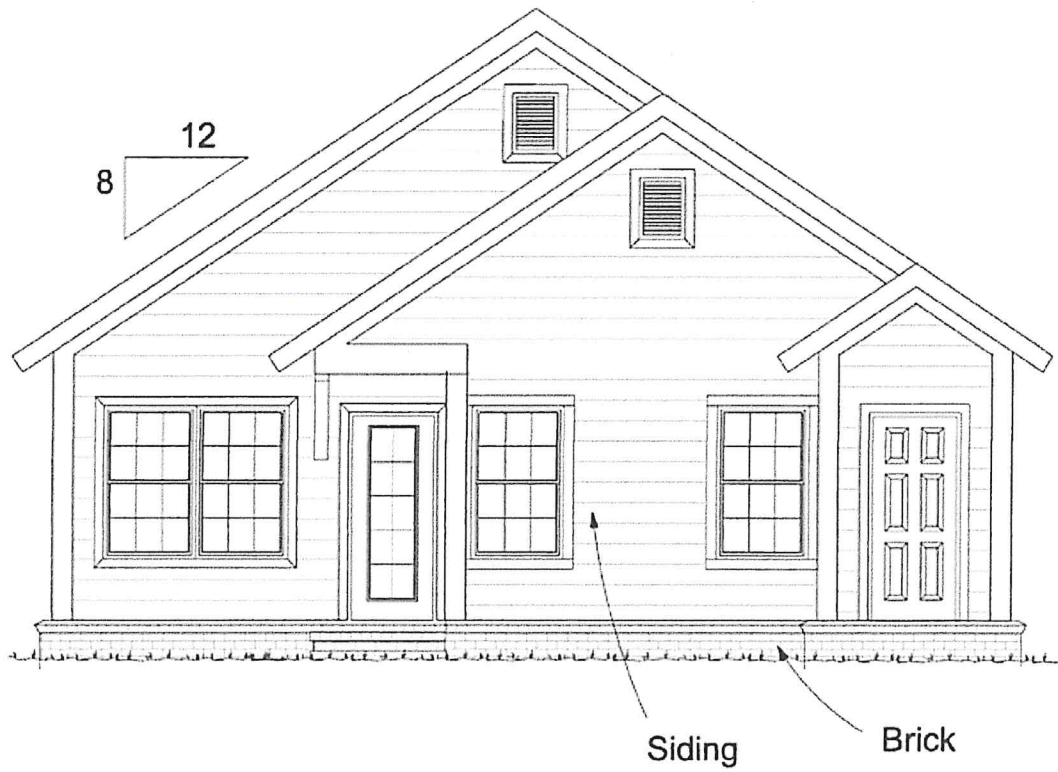


EXCLUSIVE IMAGE © America's Best House Plans

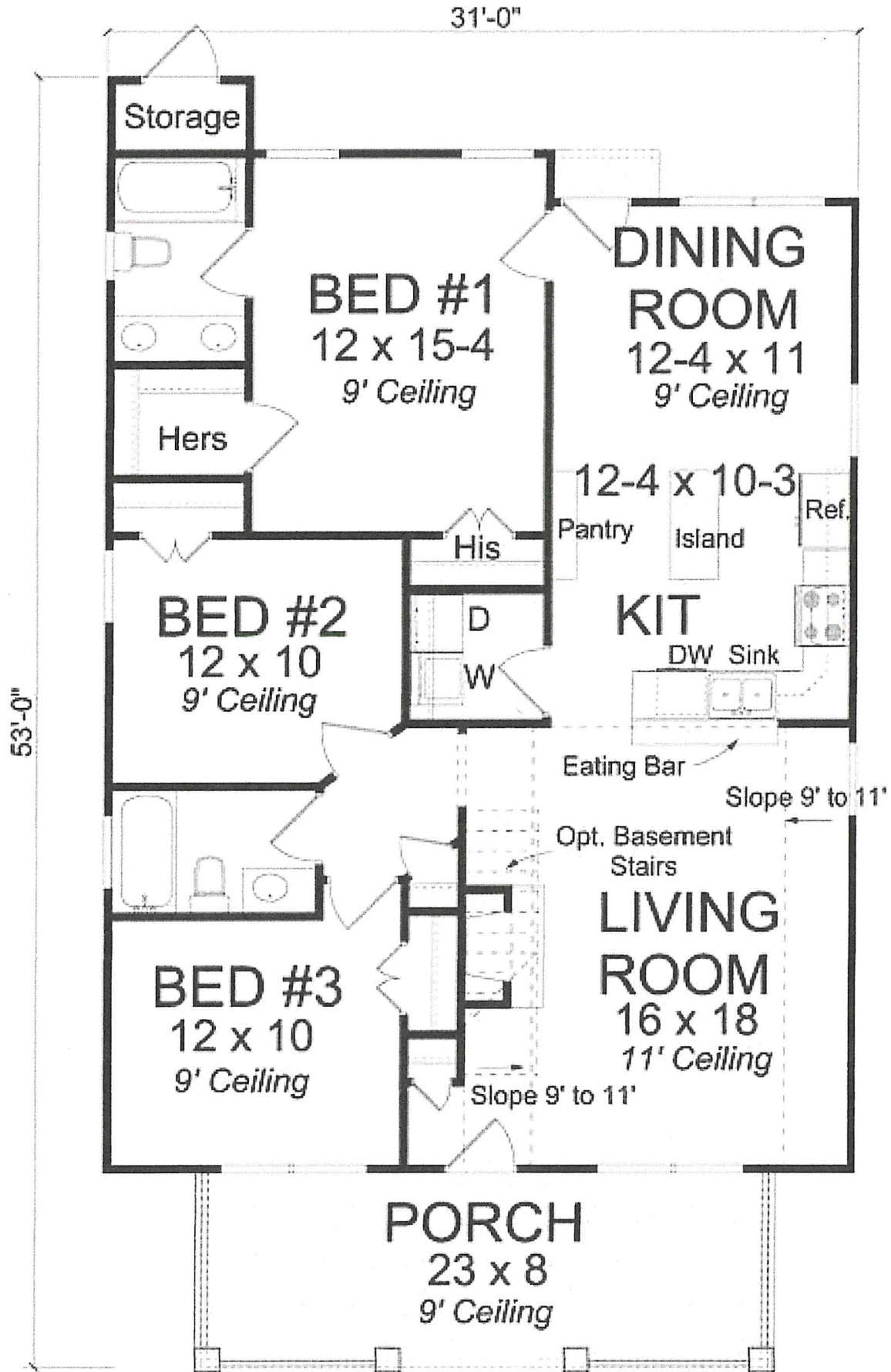
AMERICA'S BEST  
HOUSE PLANS

*Roberts*





## MAIN FLOOR



FEATURES

BEDROOMS:	Master On Main Floor
LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

DETAILS

TOTAL HEATED AREA:	1,277 sq. ft.
-- FIRST FLOOR:	1,277 sq. ft.
FLOORS:	1
BEDROOMS:	3
BATHROOMS:	2
WIDTH:	31ft.
DEPTH:	53ft.
HEIGHT:	21ft.
FOUNDATION:	Crawlspace Foundation Basement Foundation Slab Foundation
MAIN ROOF PITCH:	8:12
FRAMING:	2x4

Need different framing?  
[Get a free modification quote.](#)

CEILING HEIGHTS

FIRST FLOOR:	9 feet
--------------	--------

7:14 PM

City of Moberly

**Proposal for 139 Bedford**

I would like to build a 2 bedroom 1 bath home on this lot..This home would be a rental unit. I currently own 134 Bedford that is on the 2021 schedule to be fully remodeled and used as a rental unit. I also own 745 Sampson which is located behind 134 Bedford and is currently an active rental unit.

In the past I have remodeled several properties in Moberly and Huntsville. Many of these properties have been total guts with everything being replaced new to improve the property and neighborhoods. Some of these properties I have kept as rental units and some of them I have sold. Included in this packet are pictures of 3 complete remodels and one partial remodel.

Properties that I have remodeled in the past are:

1. 109 Wendal Lane
2. 816 S. 4th St
3. 920 W. Rollins
4. 711 W. Rollins
5. 919 Epperson St
6. 438 Tara Park
7. 1614 Prairie Lane
8. 411 Huntsville Ave
9. 405 Huntsville Ave

I am a licensed contractor in Moberly.

Estimated value of these homes would be \$180,000 and start date would be fall of 2021 or spring of 2022.

Please contact me if you have any questions.

Lisa Perry  
Redhead Properties, llc  
573-289-4634





# SMALL HOUSE PLAN 041-00023



Images copyrighted by the designer. Photographs may reflect a homeowner modification.

## Select Package

**PDF \$1,045.00**



**ELECTRONIC FORMAT** *Recommended*

One Complete set of working drawings emailed to you in PDF format. Avoid shipping cost with this option! Most plans can be emailed same business day or the business day after your purchase. Comes with the copyright release which allows for making copies locally and minor changes to the plan.

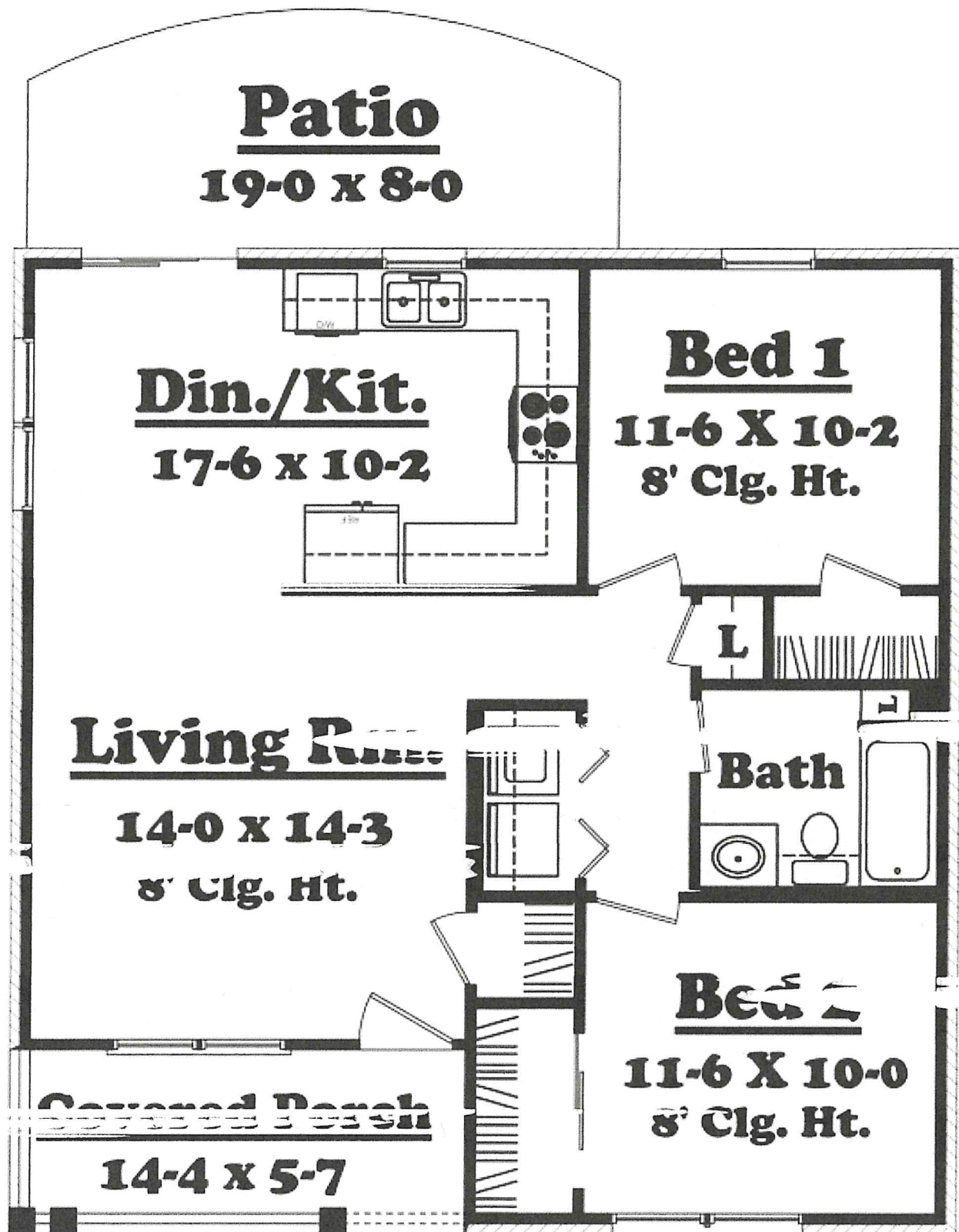
**PDF (Unlimited Use) \$1,745.00**

220





## MAIN FLOOR



FEATURES

LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

DETAILS

TOTAL HEATED AREA:	850 sq. ft.
-- FIRST FLOOR:	850 sq. ft.
FLOORS:	1
BEDROOMS:	2
BATHROOMS:	1
WIDTH:	30ft.
DEPTH:	31ft.
HEIGHT:	17ft.-6in.
FOUNDATION:	Basement Foundation Crawlspace Foundation Slab Foundation Walkout Basement Foundation
MAIN ROOF PITCH:	7:12
FRAMING:	2x4

Need different framing?  
[Get a free modification quote.](#)

CEILING HEIGHTS

FIRST FLOOR:	8 feet
ADDITIONAL SPECS:	<a href="#">Show Room Dimensions</a>

FREQUENTLY ASKED QUESTIONS

# SMALL HOUSE PLAN 041-00023



Images copyrighted by the designer. Photographs may reflect a homeowner modification.

## Select Package

PDF \$1,045.00



### **ELECTRONIC FORMAT** *Recommended*

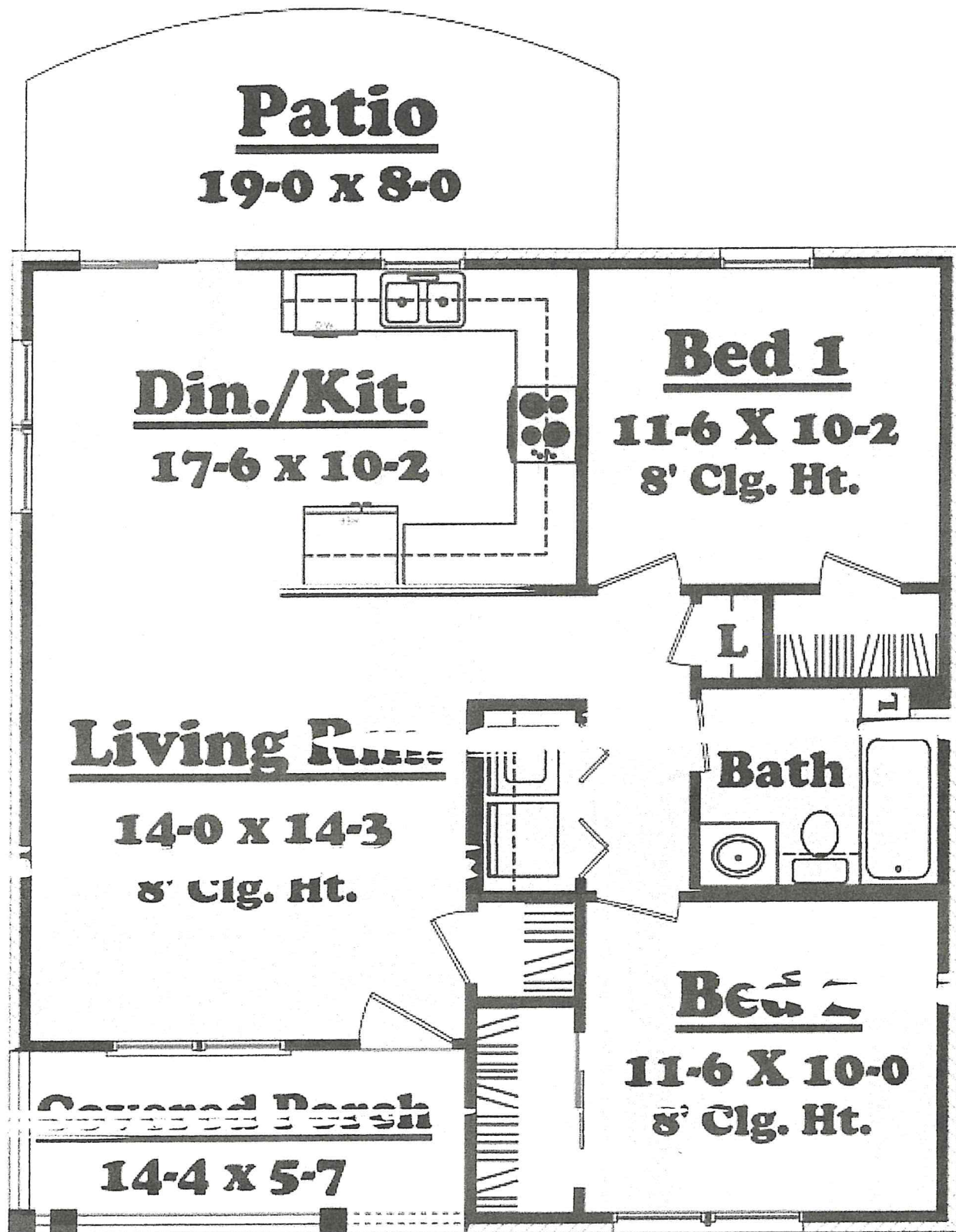
One Complete set of working drawings emailed to you in PDF format. Avoid shipping cost with this option! Most plans can be emailed same business day or the business day after your purchase. Comes with the copyright release which allows for making copies locally and minor changes to the plan.

PDF (Unlimited Use) \$1,745.00





## MAIN FLOOR



FEATURES

LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

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MAIN ROOF PITCH:	7:12
FRAMING:	2x4

*Need different framing?*

Get a free modification quote.

CEILING HEIGHTS

FIRST FLOOR:	8 feet
ADDITIONAL SPECS:	<u>Show Room Dimensions</u>



Residential Infill Development Scoring sheet

For: 534 BARROW

LISA PERRY

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
LISA PERRY	40	5	10	Full 15	RENTAL 10	80	NICE LAYOUT WOULD BE A GOOD PROJECT
TONY STUART	40	5	15	IMMEDIATELY 20	OWNER 15	95	QUICK START GOOD FIT, OWNER OCCUPIED

Scorer Signature: 

Score Date: 3/29/21

# City of Moberly!

Residential Infill Development Scoring sheet

For: 534 Barrera

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
Huark	40	5	15	20	15	95	
Perry	40	5	10	15	10	80	her experience has been in remodels as opposed to new conste.

Scorer Signature: Emily Meyer - Furlong

Score Date: 3-30-21

# City of Moberly!

## Residential Infill Development Scoring sheet

For: 534 Barrow

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
3 Brothers	30	5	12	20	15	82	
Lisa Perry	33	5	12	18	10	78	

Scorer Signature: Brian Carr

Score Date: 3-31-21

# City of Moberly!

## Residential Infill Development Scoring sheet

For: 139 Bedford

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
Brothers	30	5	12	20	15	82	
Lisa Perry	33	5	12	18	10	78	

229

Scorer Signature: B. C.

Score Date: 3-31-21

# City of Moberly!

Residential Infill Development Scoring sheet

For: 139 Bedford

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
<u>Hunt</u>	<u>40</u>	<u>5</u>	<u>15</u>	<u>20</u>	<u>15</u>	<u>95</u>	<u>can begin sooner, will be sold</u>
<u>Porter</u>	<u>40</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>10</u>	<u>80</u>	<u>Very unique exterior designs</u>

230

Scorer Signature: Emily Lopez-Furlong

Score Date: 3-30-21



# City of Moberly!

Residential Infill Development Scoring sheet

For: 139 BEDFORD

DEVELOPER	Meets character neighborhood & zoning reg. (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
LISA PERCY	40	5	10	20	10	85*	
TONY STUART	35	5	15	20	10	85	

231



Scorer Signature:

\* I HAVE SPOKEN W/ TONY STUART AND BECAUSE HE IS GETTING SO MANY, HE IS UNDERSTANDING OF THIS ONE GOING TO LISA PERCY

Score Date: 3/29/21

# City of Moberly!

Residential Infill Development Scoring sheet

For: 514 Roberts

DEVELOPER	Meets character neighborhood & zoning reg. (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
Brothers	30	5	12	20	15	82	
Lisa Perry	33	5	12	18	10	78	

232

Scorer Signature: Ba Cu

Score Date: 3-31-21

# City of Moberly!

Residential Infill Development Scoring sheet

For: 514 Roberts

DEVELOPER	Meets character neighborhood & zoning reg. (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
<u>Kuort</u>	<u>40</u>	<u>5</u>	<u>15</u>	<u>20</u>	<u>15</u>	<u>95</u>	<u>has shown a success w/ in-fill housing</u>
<u>Perry</u>	<u>40</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>10</u>	<u>80</u>	

Scorer Signature: Emily Geyga-Furlong

Score Date: 3-30-21

# City of Moberly!

Residential Infill Development Scoring sheet

For: 514 ROBERTS

DEVELOPER	Meets character neighborhood & zoning reg, (Attach St. view & overview) (0-40)	Is a Licensed contractor with City of Moberly (0 or 5)	Experienced Developer, completed successful in-fill housing project(s) (0 to 15)	Start date for construction & time-line; Immediately or up to 1 year (0 to 20)	What will end use be; owner occup. (15) Rental (10) Or other (0)	TOTAL	COMMENTS
234 JESSA PERRY	35	5	10	FALL 15	RENTAL 10	75	
TONY STUART	40 HAS ATTACHED GARAGE	5	15	IMMEDIATE 20	OWNER 15	95	



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

Score Date: 3/29/21

# City of Moberly

## City Council Agenda Summary

Agenda Number: #22.  
Department: Public Utilities  
Date: April 19, 2021

**Agenda Item:** A Resolution Approving a Letter Agreement with Jacobs Engineering to Provide Construction Inspection Services for the Dam Grouting Project.

**Summary:** Jacobs Engineering is providing full-time construction inspection services during the period that drilling, testing and dam grouting is being performed. Due to the extended construction period, and additional grout holes, the inspection days needs to be extended.

**Recommended Action:** Approve the Resolution.

**Fund Name:** Capital Improvement Trust Fund

**Account Number:** 304.000.5502

**Available Budget \$:** 1,709,043.10

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

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

#### Council Member

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

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

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

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

Passed    Failed



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

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

**A RESOLUTION APPROVING A LETTER AGREEMENT WITH JACOBS ENGINEERING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE DAM GROUTING PROJECT.**

**WHEREAS**, Drill Tech Drilling and Shoring is currently performing dam grouting to the Sugar Creek Lake dam; and

**WHEREAS**, Jacobs Engineering has agreed to provide construction inspection services at Sugar Creek Lake dam pursuant to the term of the attached letter agreement; and

**WHEREAS**, city staff recommends retaining Jacobs services for an amount not to exceed \$37,192.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Letter Agreement as recommended by city staff and authorizes the city manager to execute the Agreements on behalf of the City of Moberly.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

City Clerk

Stifel Tower  
501 North Broadway  
St. Louis, MO 63102  
United States  
T +1.314.335.4000  
F +1.314.335.5104  
F +1.314.335.5141  
www.jacobs.com

April 1, 2021

Mary West-Calcano  
Director of Utilities  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Subject: Sugar Creek Dam Leak Mitigation Phase II – Bidding and Construction  
Extension for Extra Construction Days**

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for a grouting program to mitigate the leakage at the Sugar Creek Lake Dam. Sugar Creek Lake is the drinking water source for the City of Moberly, and the City is currently undertaking steps to evaluate the quantity and quality of the water that the Lake can provide the City and its customers now and in the future. The Sugar Creek Dam has experienced seepage through the west abutment for over 37 years. A grouting program in 1980 reduced leakage rates from around 225 gallons per minute (gpm) down to less than 20 gpm. Since that time, the seepage rate has progressively increased.

**This extension will add an additional 30 working days of construction RPR services to the existing Phase II contract. The original Phase II contract included 30 working days of construction RPR services. To date, Jacobs has had 51 working days of construction RPR services.**

## SCOPE

**Construction Phase Services.** Jacobs will continue to provide Construction Phase Services, as described in the tasks below.

- A. Jacobs will provide full-time Resident Project Representative (RPR) services during the construction. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives; and maintain contact by telephone and correspondence during the course of the project.
- B. While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure

April 1, 2021

of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:

1. Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  2. If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  3. Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  4. While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  5. Advise the City, in advance, of scheduled, major tests, inspections or start of important phases of the work.
- C. At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- D. Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- E. Except upon written instructions of City, the RPR SHALL NOT:
1. Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
  2. Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
  3. Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  4. Authorize occupancy, acceptance, or conditional acceptance.

April 1, 2021

5. Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
6. Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

**Record Drawings and Certification of Construction Complete.** Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee for the work described herein is not to exceed a cost of \$37,192. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

## SCHEDULE

The work included will be completed by April 15, 2021.

## ADDITIONAL CONTRACTUAL HOURLY RATES

The rates in the previous contract were valid through the end of calendar year 2020. The updated rates below are valid through the end of calendar year 2021.

Description	Rate
Project Manager	\$125.00
Geotechnical Engineer VI	\$165.00
RPR	\$95.00

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. RPR services for this project are based on an estimated construction period of an additional 30 working days (60 total days including original 30 days) and 8 hours per day (Additional 240 hours, 480 hours total including original 240 hours).
2. Should the construction scope require a longer duration in the field, additional funds may be required.

This work will be performed as a modification to our existing contract with the City of Moberly, dated October 2020. We will endeavor to be as efficient as we can in performing the work, to minimize costs.

If you are in agreement, please sign both copies of this letter and return one copy to us at your convenience.

April 1, 2021

Yours faithfully



**Tobin Lichti**  
Project Manager  
314.422.3336  
Tobin.Lichti@Jacobs.com

Authorization to Proceed:

**City of Moberly**

**Jacobs Engineering Group, Inc.**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# City of Moberly

## City Council Agenda Summary

Agenda Number: #23.  
 Department: Public Utilities  
 Date: April 19, 2021

**Agenda Item:** A Resolution Authorizing the City Manager to Enter Into An Agreement With Vandevanter Engineering/Cogent Inc., For a SCADA System At The Wastewater Treatment Facility

**Summary:** The Wastewater Treatment Facility is operated utilizing a SCADA computer that communicates with various programmable logic controllers and equipment throughout the plant. This system is critical to the operation of the sequential batch reactor as well as the other processes that run the facility. The existing computer has failed and while the system still functions to a degree, the operators cannot monitor operations from the main building. Some equipment has panel views that allow the operator to see and track operations, and some does not. The attached quotes are the result of research and discussions with three vendors that the City has trusted in the past to install SCADA at various facilities. Staff is recommending that the City accept the bid of Cogent/Vandevanter in the amount of \$66,913.00, for the reasons outlined in the attached memo.

**Recommended Action:** Approve the Resolution.

**Fund Name:** Wastewater Treatment Plant Capital Improvement Plan

**Account Number:** 301.114.5502

**Available Budget \$:** 237,586.00

### 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

<b>Mayor</b>			
M___	S___ Jeffrey	___	___
<b>Council Member</b>			
M___	S___ Brubaker	___	___
M___	S___ Kimmons	___	___
M___	S___ Davis	___	___
M___	S___ Kyser	___	___
		Passed	Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VANDEVANTER ENGINEERING/COGENT INC., FOR A SCADA SYSTEM AT THE WASTEWATER TREATMENT FACILITY.**

**WHEREAS**, the Supervisory Control and Data Acquisition (“SCADA”) system at the city wastewater treatment facility has failed and must be replaced; and

**WHEREAS**, Water Department staff researched, discussed and received bids from three vendors capable of providing and installing a SCADA system essential to operate the sequential batch reactor as well as other processes; and

**WHEREAS**, attached hereto is the proposal from Vandevanter Engineering, a registered fictitious name of Cogent, Inc (“Vandevanter”) to provide and install a SCADA system for \$66,913.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached proposal with Vandevanter for a sum not to exceed \$66,913.00.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

City Clerk



## Inter-Office Memorandum

**To:** City Council; Brian Crane, City Manager  
**Cc:** Greg Hodge, Finance Director  
**From:** Mary West-Calcagno, Director of Utilities  
**Re:** SCADA System Upgrade, Wastewater Treatment Facility  
**Date:** March 25, 2021

The Wastewater Treatment Facility (WWTF) is operated utilizing a SCADA computer that communicates with various programmable logic controllers and equipment throughout the plant. This system is critical to the operation of the sequential batch reactor as well as the other processes that run the facility. The existing computer has failed and while the system still functions to a degree, the operators cannot monitor operations from the main building. Some equipment has a panel view that allow the operator to see and track operations, and some does not.

The attached quotes are the result of research and discussions with three vendors that the City has trusted in the past to install SCADA at various facilities. Staff is recommending that the City accept the bid of Cogent/Vandevanter in the amount of \$66,913.00, for the reasons outlined below.

The Aqua Aerobics quote for \$146,464.00 is from the original equipment supplier for the WWTF. This quote is not recommended due to price and distance from Moberly for service.

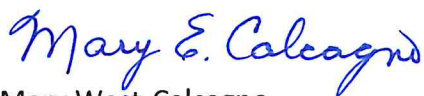
There are two quotes from R.E. Pedrotti Company. They are the current vendor for the equipment that has recently failed. This equipment and software are obsolete, and parts are extremely difficult to come by. The Allen Bradley PLC cards are also obsolete, and staff have been purchasing these from EBay and other remanufactured sites for several years. (This is not due to any fault of the vendor.) The first quote from REP was \$68,032.00. When the vendor was told that we were seeking other quotes, they asked to submit a second quote. This quote was received on November 24, 2020 in the amount of \$65,414.00. The bid includes a new computer to replace the one that crashed, updating our existing software, (called Wonderware HMI) and furnishing the fiber optic cable to allow communication between equipment in the sludge building, the headworks building, and the main building. A fiber optic converter will be installed in the UV building, but the PLC will not be replaced at this time. An assessment of the UV building is being completed for replacement later. The fiber optic cable will need to be installed by staff or another vendor in the conduit between the buildings.

The third quote is from Cogent/Vandevanter Engineering in the amount of \$66,913.00. The quote includes a new computer and new Wonderware software versus updating the existing

software to Wonderware Indusoft. The vendor indicates that this software is cheaper to operate in the long run due to ease of working with the system as new equipment is added or existing systems are upgraded. Vandevanter will furnish and install all fiber optic cables.

The Wastewater Treatment Plant Chief Operator Ben Riles has worked with all three of the vendors supplying quotes. Based on his experience, familiarity of staff at the three companies (four Vandevanter programmers and/or technicians have worked on Moberly systems or equipment) and the equipment, software and value of the work quoted, the recommendation is to accept the quote from Vandevanter Engineering for \$66,913.00.

Sincerely,



Mary West-Calcagno

# City of Moberly

## City Council Agenda Summary

Agenda Number: #24.  
Department: Public Utilities  
Date: April 19, 2021

**Agenda Item:** A Resolution Approving an Agreement with DMC, Inc., to Perform a Cybersecurity Assessment of Moberly's Water and Wastewater Systems.

**Summary:** The Utilities Department is required by federal law to conduct a cybersecurity assessment of the risk to our system from a number of threats. This assessment goes beyond the normal IT (computers and servers) and gets into the control systems at the water plant and wastewater plant. The proposal for this assessment is \$18,020. Once the assessment is completed, items of concern, if found, will be prioritized and assigned either to the local IT vendor, City Staff, or DMC.

**Recommended Action:** Approve the Resolution.

**Fund Name:** Capital Improvement Trust Fund

**Account Number:** 304.000.5406

**Available Budget \$:** 1,014,631.80

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed



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

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

**A RESOLUTION APPROVING AN AGREEMENT WITH DMC, INC., TO PERFORM A CYBERSECURITY ASSESSMENT OF MOBERLY'S WATER AND WASTEWATER SYSTEMS.**

**WHEREAS**, the federal government maintains that the City of Moberly is required under the America's Water Infrastructure Act of 2018 to perform an assessment of the risk and resiliency of our water and wastewater systems; and

**WHEREAS**, DMC, Inc., an Illinois corporation, is well qualified to perform such an assessment and has submitted a proposal to conduct a cybersecurity assessment, attached hereto, to comply with the federal law; and

**WHEREAS**, attached hereto is the proposed DMC Moberly Cybersecurity Assessment ("Assessment") submitted by DMC outlining the general terms and conditions under which they will provide the services described above for a sum not to exceed \$18,020.00; and

**WHEREAS**, DMC, Inc requires that the City execute a Mutual Nondisclosure Agreement, attached, before they perform any services.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager or his designee to authorize DMC, Inc., to perform the cybersecurity assessment and to execute the Mutual Nondisclosure Agreement and to pay \$18,020.00 for such services.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

THIS MUTUAL NONDISCLOSURE AGREEMENT is made and entered into as of **03/31/2021** between DMC Inc. with corporate headquarters at 2222 N. Elston Ave. Chicago IL and **City of Moberly**, with offices at **101 West Reed Street Moberly, MO.**

Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of

the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

**No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

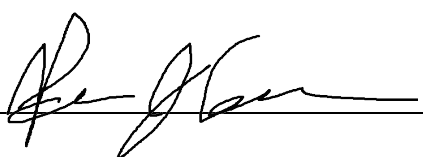
**Term.** The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

**Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

**Miscellaneous.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section "Miscellaneous" will be null and void. This Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing from time to time.

**Signed for on behalf of DMC Inc.**

**Signed for on behalf of City of Moberly**

Signature: 

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

Name: Patrick Corcoran

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

Title: Project Director

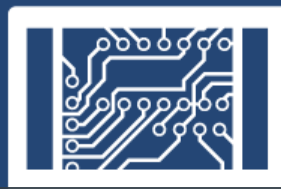
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Date: 03/31/2021

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

**DMC**

Smart People. Expert Solutions.®



# Moberly Cybersecurity Assessment

Reference Q2115239

Version 1

Proposal Date Thursday, April 1, 2021

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**Prepared by:**

Cody Cook  
Systems Engineer

**Prepared for:**

City of Moberly  
Mary West-Calcano,  
Director of Public Utilities  
101 W Reed St  
Moberly, MO

## Client

This proposal has been prepared for City of Moberly (hereinafter referred to as "City of Moberly", "Moberly", or "Client")

## Background

Moberly is a city in Northeast Missouri with a population of around 14,000 people. Because the municipally-owned water and wastewater utilities serve more than 3,300 people, they fall under the America's Water Infrastructure Act of 2018 (Hereafter AWIA 2018) which mandates an assessment of the risk and resiliency of the water and wastewater systems be conducted. They are seeking the assistance of a firm with extensive operations and controls experience in addition to cybersecurity experience to conduct this assessment.

## Why DMC?

DMC's diverse background in technology, industry, and processes allow us to bring the best practices from many areas. We deliver solutions not available from singularly-focused organizations. Further, we offer:

- Local support from DMC engineers.
- International Society of Automation Cybersecurity Certification
- Over a decade of experience with IT/OT systems

Furthermore, we have partnered with local, trusted Water/Wastewater services provider Hydro-Kinetics to ensure that our services meet the standards of this critical infrastructure sector.



## Cybersecurity Assessment Details

### Objective

A Cybersecurity Assessment is the first step in implementing cybersecurity and reducing cyber risk. An independent assessment will provide an inventory of the networked devices, network topologies, and details about vulnerabilities that may exist on the system and how to mitigate or resolve them.

### Process

The assessment will take place across five phases with the first occurring before we travel to your site and the last four occurring during the extent of the onsite trip. The phases are detailed below.



- **Pre-Assessment** – A questionnaire will be sent out that will help DMC better understand your system and current cybersecurity profile in order to expedite the onsite process. Additionally, it may be requested that relevant documentation such as network architecture drawings or asset inventories be prepared for the High-Level Assessment
- **High-Level Assessment** – Interviews may be conducted with city personnel to further determine the critical assets, apparent risks to the system, and risk tolerance of the city.
- **Field Assessment** – Each site with controls will be assessed by visual inspection, network monitoring, and configuration and settings review.
- **Analysis** – DMC will use the information collected as well as industry best practices to generate a report of the findings with will be detailed in the final phase.
- **Report and Review** – DMC will present the findings of the report which will include a prioritized list of vulnerability-threat-likelihood pairs, and our recommendations. The report will be targeted towards the assessment criteria detailed in the AWIA 2018. Additionally, we will provide the asset inventory spreadsheet and any network maps generated during the assessment.

### Scope

To the extent possible, the assessment will be conducted purely on the operations networks and devices, not those of the enterprise or business side. Exceptions may be made for devices that are on the boundary of the operations and enterprise networks or those that are relevant for assessment as detailed by AWIA 2018.

### Deliverables

- Assessment Report
- Asset Inventory Spreadsheet
- Network Diagram

## Project Communication

- Pre-Assessment questionnaire and information email
- Trip planning and scheduling email
- Onsite Kick-Off meeting
- Daily email detailing onsite work performed that day and Job Safety Analysis (JSA) for the next day
- Report review, Q&A, and wrap-up meeting

## Schedule

The assessment is planned to last 3 to 4 weeks, with the onsite phases taking 2 weeks and beginning 1-2 weeks after the start of the Pre-Assessment.

## General Assumptions

The estimates in this proposal are based upon the general assumptions listed below. Deviations from these assumptions may require an adjustment of the estimated costs.

1. DMC is acting in a purely advisory capacity and does not accept responsibility for any current or future cybersecurity incidents or malevolent acts to the system even though such risks may be identified during the assessment.
2. Client has agreed to assign an internal project leader who will be the main point of contact for DMC's project manager.
3. Client will make timely decisions and give feedback in order to keep the program on schedule and budget. Proposed durations herein are based on professional hours estimated to complete the project deliverables. These durations may be affected by holidays, unplanned meetings, or delays caused by waiting for feedback or decision-making. Significant delays of this kind may require additional fees or may result in the reassignment of team members.
4. Obvious modifications to the scope as defined in this document, requested revisions to previously approved work, or supplemental tasks requested by Client will require re-estimation and corresponding adjustment of the proposal.

## Risks

All development projects contain a degree of risk. It is important that all parties are aware of the risks at the beginning and throughout the project. DMC will work closely with Client to identify and mitigate risks during the course of the project. Below is an initial list of potential project risks:

- This would be DMC's first assessment done specifically for AWIA 2018 compliance.
- The full scope and size of the system – particularly the boundary of the operations and enterprise networks – are not yet fully understood.

## Engagement Model

DMC will provide engineering services on a Fixed Price basis.

### Project Charges (Fixed Price Phases)

Phase	Item	Cost
1	Pre-Assessment	\$1,360
2	High-Level Assessment	\$2,720
3	Field Assessment	\$8,500
4	Analysis	\$4,080
5	Review and Report	\$1,360
<b>Totals</b>		<b>\$18,020</b>

## Payment Terms

Unless specified otherwise in the Project Charges section, all invoices will be due NET 30.

Funds shall be made payable to DMC and issued to DMC at 2222 N. Elston Avenue, Suite 200, Chicago, IL 60614.

## Purchase Order Format

DMC's preferred purchase order format is as follows:

#	Item	Billing	Cost
1	Consulting	Fixed Price	\$18,020
Total			\$18,020

## Development Locations

DMC's work shall be performed at DMC's offices and/or the following locations:

- Moberly, MO

Work performed by DMC at any other location may involve additional charges and/or require a change order.

## Change Order Process

In order to maintain maximum flexibility with our clients, DMC follows an efficient change-order process: The change process starts when someone identifies an issue that may require a change to the scope of work, requirements, specifications, deliverables, or schedule. It ends when the agreed-upon change has been integrated into the development cycle.

**Issue identification & scoping** - Someone identifies an item that may require a change. The issue is communicated to DMC and Client. If the change is small, it may be added to a list of potential changes to be evaluated at a later date, or it may proceed directly to the scoping phase.

**Scoping** - DMC and Client confer to discuss the scope of the issue and the impact on costs and schedule. DMC estimates effect on the project costs and schedule and provides feedback to client.

**Review** - The proposed Change Order including estimated costs and schedule is delivered to Client for review and approval.

**Acceptance** -The Change Order is accepted when Client has issued written acceptance and an addendum to the purchase order to cover the additional cost.

**Change implementation** - After acceptance, DMC may begin work on the Change Order. The project team integrates the new requirements and tasks from the Change Order into the development cycle.

## DMC Information

### Company Overview

DMC is a well-known and established controls engineering & consulting firm focused on automation, engineering, product development, and business consulting. We develop and implement solutions for a wide range of industries using a variety of technologies. DMC has successfully delivered solutions for hundreds of companies including 3M, Abbott Laboratories, Argonne National Labs, Bosch, BRP, Caterpillar, Chrysler, Fermilab, Ford, John Deere, UL, Wrigley, and Yaskawa. Every solution we develop is based upon a solid understanding of engineering principles with the primary objective of helping our client increase profitability and productivity with world-class solutions.

DMC is a certified member of the Control Systems Integrators Association (CSIA). DMC passed a rigorous third party audit of 200 criteria that span all aspects of business performance in the areas of:

General Management  
Human Resources Management  
Marketing & Business Development  
Financial Management

Project Management  
System Development Lifecycle  
Quality Assurance Management





## Contact Information

**DMC Chicago** 2222 N Elston Ave, Suite 200 • Chicago, IL 60614 • 312.255.8757 • FAX 312.255.8758

**DMC Boston** 20 Holland St, Suite 408 • Somerville, MA 02144 • 617.758.8517

**DMC Dallas** 2929 Carlisle St, Suite 380 • Dallas, TX 75204 • 972.432.5536

**DMC Denver** 1860 Blake St, Suite 410 • Denver, CO 80202 • 303.223.1801

**DMC Houston** 8 Greenway Plaza, Suite 250 • Houston, TX 77046 • 713.322.9192

**DMC New York** 141 W 36<sup>th</sup> St, 19<sup>th</sup> Floor • New York, NY 10018 • 917.473.0030

**DMC Seattle** 506 2<sup>nd</sup> Ave, Suite 910 • Seattle, WA 98104 • 206.388.5186

**DMC St. Louis** 1034 S Brentwood Blvd, Suite 1080 • St. Louis, MO 63117 • 314.627.5427

Frank Riordan	Founder & CEO		<a href="mailto:frank.riordan@dmcinfo.com">frank.riordan@dmcinfo.com</a>	312.953.4817
Ken Brey	CTO		<a href="mailto:ken.brey@dmcinfo.com">ken.brey@dmcinfo.com</a>	312.961.0467
Dan Freve	Project Director	Seattle	<a href="mailto:dan.freve@dmcinfo.com">dan.freve@dmcinfo.com</a>	574.226.1529
Kevin Ferrigno	Project Director	Seattle	<a href="mailto:kevin.ferrigno@dmcinfo.com">kevin.ferrigno@dmcinfo.com</a>	206.388.5186
Patrick Corcoran	Project Director	St. Louis	<a href="mailto:patrick.corcoran@dmcinfo.com">patrick.corcoran@dmcinfo.com</a>	314.627.5427
John Sullivan	Project Director	Denver	<a href="mailto:john.sullivan@dmcinfo.com">john.sullivan@dmcinfo.com</a>	703.350.3504
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Tim Jager	Project Director	Chicago	<a href="mailto:tim.jager@dmcinfo.com">tim.jager@dmcinfo.com</a>	312.560.9316
Darren Jones	Project Director	Chicago	<a href="mailto:darren.jones@dmcinfo.com">darren.jones@dmcinfo.com</a>	312.520.0411
Matt Puskala	Project Director	Chicago	<a href="mailto:matt.puskala@dmcinfo.com">matt.puskala@dmcinfo.com</a>	312.925.7290
Kristie Shea	Project Director	Chicago	<a href="mailto:kristie.shea@dmcinfo.com">kristie.shea@dmcinfo.com</a>	312.757.1220
Nick Shea	Project Director	Chicago	<a href="mailto:nick.shea@dmcinfo.com">nick.shea@dmcinfo.com</a>	872.888.6954

## DMC 2021 Rate Structure

### Base Rates:

- Standard Engineering                 \$170 / hour
- Principal Engineering                 \$215 / hour
- Project Management                 \$185 / hour
- Project Coordination                 \$120 / hour
- User Experience Design                 \$135 / hour
- Travel                                     \$115 / hour

### Overtime Rates:

- Overtime (> 8 hours/day)                 1.5X base rates
- Premium Overtime (>12 hours/day)         2X base rates

### Weekend, Holiday, and After Hours Rates:

- Saturday Rate                     1.5X base or overtime rates
- After Hours Rate                     1.5X base or overtime rates
- Sunday Rate                     2X base or overtime rates
- Holiday Rate                     2X base or overtime rates

### Emergency Rates:

Emergency Rate (< 48 Hour Notice)   2X base, overtime, or weekend rates

### Expenses:

All travel expenses will be billed at cost. Mileage will be billed at the [Federal Standard Mileage Rate](#).

❖ *Minimum charge (not including travel time) is 8 hours / day*

### Definitions:

Project Management time	Time spent by a project manager on tasks including, but not limited to: organizing and managing resources, project scheduling and planning, and providing project status reviews and updates.
Principal Engineering Time	High level engineering by a senior engineer solving complex problems or developing high level architecture.
Project Coordination Time	Providing a supporting role in Project Management activities.
Standard Engineering Time	All other engineering time spent on project.

**Note: Rates are subject to Terms and Conditions. For latest rate structure, please contact DMC.**

## Standard Terms and Conditions

A binding agreement ("Agreement") between DYNAMIC MOTION CONTROL, INC. (hereinafter "DMC") an Illinois corporation, and Client shall become effective on the date this Proposal is signed by Client, Client issues a purchase order referring to this Proposal, or DMC begins work on site (the "Effective Date"), whichever is first. These terms and conditions, along with all of the other details of the above Proposal, constitute the entire integrated agreement between DMC and Client for the described services, deliverables and project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent Client terms (whether set forth in a request for proposal, purchase order or acknowledgement or in any other document) are expressly rejected by DMC and are not a part of the agreement for the project.

## Definitions

- "Proposal" is this document and all of its contents, including these Standard Terms and Conditions.
- "Proposal Date" shall be the date listed in the title page of the Proposal.
- "Agreement" is this Proposal when it becomes binding as defined above.
- "Work Product" refers to the deliverables or outcome described in the Proposal.
- "Project Specifications" refers to the operational functionality and design details of the Work Product defined in the Proposal, or defined in a standalone document developed as one of the deliverables of this Proposal, or a standalone document incorporated by explicit reference in the Proposal.
- "Time & Expenses" refers to an engagement model wherein Client will be billed at a specific hourly rate for each hour of service spent and for any other expenses associated with the services rendered. The hourly rates will vary based on the service provided and a multiplier may be applied for overtime, weekends, holidays, or other factors.
- "Fixed Bid" refers to an engagement model wherein Client will be charged a flat fee for a specific Work Product based on a specific scope of work and Project Specifications
- "Warranty Period" refers to the thirty (30) days following receipt of the Work Product by Client. The Warranty Period is applicable to Fixed Bid projects only.
- "DMC Rate Structure" refers to the current DMC Rate Structure which is included in this document and specifically incorporated herein by reference. The DMC Rate Structure defines the hourly rates and definitions for Time & Expenses billing.
- "Background Technology" refers to inventions, discoveries, techniques, works, processes, methods, plans, software, designs, specifications, drawings, communication protocols, source files, test procedures, and all other scientific or technical information conceived, owned, or licensed by DMC prior to the term of this Agreement. Background technology further refers to all patents, patent applications, know-how, trade secrets, copyrights and all other intellectual property rights, developed, owned, or licensed by DMC prior to the term of this Agreement. Background Technology may be embodied in the form of reusable library

functions, utilities, base-code, drivers, sequencers, state-machines, math functions, protocols, spreadsheets, scripts, diagnostic tools, and all other forms of reusable content. Background Technology also includes improvements, additions, or modifications to the Background Technology defined above during the development of the Work Product.

## Hourly Rates

Client represents that it has reviewed the DMC Rate Structure and that said prices and terms are incorporated into this Agreement. DMC agrees to keep fixed the hourly rates, terms, and conditions in the DMC Rate Structure for work performed under this Agreement for a period of at least three (3) months from the Proposal Date, after which, DMC reserves the right to change the prices, terms and conditions set forth in the Rate Structure. DMC agrees to provide thirty (30) days' notice prior to any changes to the DMC Rate Structure.

## Warranty

DMC's Warranty is limited to Fixed Bid portions of Projects, and no warranty, of any nature whatsoever, is made or offered for Time & Expenses services.

For Fixed Bid portions of Projects, DMC warrants that the Work Product will conform to the written Project Specifications, if any, for the duration of the Warranty Period. If there are no written Project Specifications, then DMC warrants that its Work Product will be sufficient to meet the operational parameters identified in the Proposal. This is a minimal working standard and it is not designed, intended, or represented to meet any specific Client expectation which is not specifically identified, in writing, in the Proposal. Client shall notify DMC in writing of any operational or performance issues that are identified within the Warranty Period. If DMC owes a warranty obligation, it will promptly commence to remedy and cure such default upon receipt of such notice from Client at DMC's own cost and expense or, at DMC's option, will refund to Client the portion of the compensation paid for any defective services or deliverables. Client agrees to grant DMC access to relevant systems and resources as needed to correct said issues. Such performance by DMC is Client's sole and exclusive remedy in the event of a warranty obligation of DMC or any other failure of DMC to comply with its contract obligations.

In no event will DMC be responsible for (a) any modifications to any services or deliverables made by anyone other than DMC; (b) damages caused by misuse, improper operation or improper or insufficient maintenance of any services or deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any services or deliverables that arise from DMC's compliance with designs or other criteria or requirements provided by or through Client.

Due to the complex nature of custom engineering/software development DMC cannot provide continuous support free of charge. Any changes or technical support required beyond the Warranty Period can be provided on a Time & Expenses basis.

All parts, components, subsystems, or third-party items purchased for Client by DMC are only warranted to the extent of the manufacturer's warranty, if any.

**Except as expressly stated in this agreement, DMC expressly disclaims and negates any implied or express warranty of merchantability, any implied or express warranty of fitness for a particular purpose, and any implied or express warranty of conformity to models or samples of materials.**

### **Proprietary Rights**

DMC often uses Background Technology as the foundation or building blocks of the overall Work Product. By leveraging Background Technology such as reusable or generic software modules, DMC eliminates the need to continuously redevelop Background Technology, which can expedite the project and reduce costs. To continue to provide these benefits while protecting Client's intellectual property, it is agreed that DMC retains all rights to Background Technology but conditionally assigns an irrevocable royalty-free license to Client.

Upon completion of the Work Product, and only upon full performance by Client of the obligations contained in this Agreement, including the obligation to make payment for all services and all expenses, DMC will deliver source files for the Work Product upon request, and Client shall then and only then be deemed to have been granted all rights and title to the Work Product, except DMC shall retain all rights and title to any Background Technology included in the Work Product, and Client shall be deemed to have received a fully paid-up, worldwide, non-exclusive license for such Background Technology included in the Work Product for the purposes contemplated in the Proposal, which license shall not exceed rights possessed by DMC for the Background Technology. Third-party "shrink-wrapped" software, third-party developer tools, libraries, and code or "off-the-shelf" hardware provided through DMC will be subject to Client's compliance, at its own costs, with all applicable manufacturer licensing requirements.

### **Client Project**

The Proposal includes Fixed Bid and/or Time & Expenses portions. Client agrees that all work provided by DMC under this Agreement is billed on a Time & Expenses basis unless one or more Fixed Bid sums are identified in the Proposal.

#### **For Time & Expenses portions of projects:**

DMC agrees to work for Client on a Time & Expenses basis in accordance with the DMC Rate Structure. The nature of custom software development and engineering is such that accuracy of the time estimates cannot be guaranteed. DMC cannot and does not represent, warrant, or agree that any particular function, performance target, purpose or scope will be achieved within any specific timeframe or dollar amount. Client recognizes and agrees that all estimates in this Agreement are good faith estimates and that the actual time and expenses under this Agreement can be substantially different from the estimates provided. Client agrees to pay for invoices based upon actual, not estimated, charges. Client agrees to pay for all time actually spent by DMC's engineers, agents, representatives, and employees with respect to any work performed by DMC under this Agreement.

#### **Time & Expenses Payment Schedule**

DMC shall issue invoices for all time spent and expenses incurred and Client agrees to pay said invoices in accordance with section "DMC Invoices".



### **For Fixed Bid portions of projects:**

DMC agrees to deliver the Work Product in accordance with the Project Specifications. DMC may begin work at its sole discretion, but is not obligated to begin work until written acceptance of the Project Specifications is received. Project Specifications and changes to Project Specifications must be agreed to in writing and executed by both parties. In the event DMC and Client cannot agree on Project Specifications, DMC or Client may terminate this Agreement in accordance with the "Termination for Convenience" section of this agreement.

### **Project Support**

Following the Warranty Period, the project will transition to the Project Support phase. Client agrees that the Project Support phase will be billed as Time & Expenses.

### **Project Completion**

The project is considered complete after the Warranty Period has expired and after DMC has addressed any open issues identified during or prior to the Warranty Period preventing the project from meeting the Project Specifications. Additionally, Fixed Bid Projects are considered complete and accepted after the system is in production use, or in a case where Client has delivered the system to their end customer. If a request for project acceptance is delivered to Client, Client agrees to respond in writing. Should Client fail to respond within ten (10) business days, project will be deemed accepted by Client on the date the request was delivered to Client.

### **Change Orders**

Any change to the Project Specifications after execution of this Agreement must be made in writing and signed by both parties hereto.

### **DMC Invoices**

If Payment Terms are not defined in the Proposal, the default Payment Terms shall be **NET 30**.

DMC shall issue invoices for all Time & Expenses work expended and/or costs incurred or per the fixed bid payment schedule. Time is of the essence with respect to the payment of all invoices issued by DMC to Client. Client agrees to pay invoices on or before their listed due date. Funds shall be made payable to DMC and issued to DMC at 2222 N. Elston Avenue, Suite 200, Chicago, IL 60614. If Client disputes the accuracy of any invoice, then Client agrees to issue written notice describing specifically the portions of the invoice which are disputed. Any portions not disputed, in writing, by Client within ten (10) business days of issuance by DMC shall be deemed accurate and undisputed and shall thereafter be an account stated between DMC and Client.

Client shall pay DMC a monthly Finance Charge of 1.5% on any invoice which remains unpaid thirty (30) days past due. Client's failure to pay an invoice within thirty (30) days after its due date shall constitute an event of default under this Agreement. In such event, DMC is free to terminate the project or to otherwise cease work on the project pending payment of all

overdue sums, including Finance Charges. Client agrees to pay all attorney fees and costs paid or incurred by DMC in the collection of any monies due or owing from Client to DMC under the provisions of this Agreement. This obligation includes attorney fees paid or incurred either on a pre-suit basis; for all matters of court and levels of appeal; and for any effort to collect on a judgment awarded to DMC.

## Termination

### Termination for Cause

This Agreement may be terminated by either party in the event of a material breach of any provision of this Agreement, providing the non-breaching Party notifies the breaching Party in writing of the specific nature of the breach and requests that the breach be cured, and if the breaching Party fails to cure the breach within thirty (30) calendar days of such notice, the non-breaching Party may immediately terminate this Agreement on written notice to the breaching Party, such termination to be effective as of the date of receipt of such notice.

### Termination for Convenience

This agreement may be terminated by either party on thirty (30) days advance notice as of the expiration of the notice period.

In the event of Termination or Termination for Convenience, Client agrees to pay for all time spent (hourly rates will be based on the DMC Rate Structure) and any expenses incurred by DMC towards this Project through the effective date of Termination plus the additional reasonable time and expense required to terminate and wrap-up the project and DMC agrees to relinquish to Client, upon final payment, all as-is Work Product. The Work Product is expected to be incomplete and shall be provided as-is, with no warranty of any kind.

## Employees of DMC

Client acknowledges that DMC has invested substantial time, effort and resources in the recruitment, training, development and retention of its employees. Client expressly warrants, represents, and agrees that it will not, for any reason whatsoever, until eighteen (18) months after the completion of this Agreement, independently retain or otherwise hire, employ, or utilize any of DMC's employees without the express written agreement of DMC. If Client violates this provision, then Client shall pay DMC, as stipulated damages, the sum of three times said employee's annual salary. Client specifically represents, warrants, and agrees that said sum is reasonable given the cost of recruitment and training and the other losses which DMC would incur to its business as a result of the loss of its employee.

## Working Environment

Both Parties agree to provide an environment free of harassment for the other Party's employees. Parties agree to cooperate with the investigation of any reported harassment complaints and take appropriate remedial action as warranted. Instances of harassment may result in a halt of services.

## Client Default

If any legal action or other proceeding is brought by or against DMC to enforce any provision of this Agreement, then DMC shall be entitled to recover its costs and attorneys' fees paid or incurred at all matters of court and levels of appeal, in addition to any other relief to which DMC may be entitled.

## Limitation of Liability

DMC shall not be liable in contract or in tort for special, indirect, incidental, or consequential damages, such as, but not limited to damage or loss of real or personal property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, cost of purchased equipment, or claims of Client for service interruption. The remedies of Client set forth herein are exclusive, and the liability of DMC, Inc. with respect to any contract, or anything done in connection therewith such as performance or breach thereof, shall not exceed the price of the part of the contract on which such liability is based. No other warranties are extended or made a part of this Agreement and all other warranties not specifically expressed in this Agreement are hereby excluded. The system, software, design, program, etc. that is created for the project will be for the use as specified in the original contract, proposal, and/or specifications. Any unintended use will not be supported by DMC. The provisions of this paragraph and the obligations of Client hereunder will survive the termination of this agreement.

## Notice

Notice under this Agreement shall be in writing and shall be issued by e-mail, facsimile transmission, regular mail, or hand delivery service. Notice to DMC shall be sent to: Frank Riordan, 2222 N. Elston Ave. Suite 200, Chicago, IL 60614. Notice to Client shall be issued to the contact person listed in the title page of the Agreement. E-mails and facsimile transmissions shall be deemed received when issued by sender as evidenced by a copy of the e-mail or a facsimile transmittal slip. Regular mail is deemed received five days after mailing, and hand delivery is deemed received when actually delivered.

## Authority

The parties warrant, represent, and agree that the undersigned are of legal age and under no disability and are the duly authorized agents, officers, or directors of said party to enter into this Agreement.

## Arms Length Negotiations

This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the parties and of this Agreement.

## Force Majeure

In the event that performance of the services and/or delivery to Client of the deliverables is delayed by circumstances beyond the reasonable control of DMC (including without limitation changes to the scope of work, delays by Client in providing information to DMC, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or shipping delays), DMC will promptly notify Client of such circumstances in writing and DMC will be granted an equitable extension of the time to meet its obligations under the proposal.

### **Governed by Illinois Law**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed under the laws of the State of Illinois. In the event DMC and Client cannot resolve any claim or dispute between them arising out of or related to the proposal or the scope of work through direct negotiations, such dispute shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in Chicago, Illinois, before a single arbitrator with experience in resolving disputes arising from automation, technology construction or control system integration services. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction. Client specifically waives any assertion that the Chicago forum is inconvenient.

### **Survivability**

If any part or provision of this Agreement shall be found, determined, and/or adjudicated to be illegal, invalid, or unenforceable, then the same shall in no way affect the legality, validity, or enforceability of any other provision of this Agreement.

### **Acceptance**

Client may accept this Agreement by issuing a purchase order referencing this Agreement or by permitting DMC to begin work on site. In any event, Client represents, warrants, and agrees that Client is bound by all of the terms and conditions of this Agreement, including the DMC Standard Terms and Conditions.



## CYBERSECURITY ASSESSMENT

### DMC'S SERVICES



#### INDUSTRIAL NETWORKING AND CYBERSECURITY

DMC's team assesses your industrial network and provides recommendations to protect your data and ensure the effectiveness of your industrial network security.



#### ENTERPRISE MOBILITY + SECURITY (EMS)

Microsoft's Enterprise Mobility + Security suite is a full-featured enterprise security solution that includes Azure Active Directory Premium, Intune, Azure Information Protection, Advanced Threat Analytics (ATA), and Microsoft Cloud App Security.



#### WEB APPLICATION DEVELOPMENT

We develop a range of application types for our clients, including systems that configure or collect data from devices around the world, dashboard and display analytics, enable and monitor business productivity, and more.

A Cybersecurity Assessment is the first step to securing your system and reducing your risk to cyberattack. The Cybersecurity Assessment will give you a greater understanding of your organization's vulnerabilities, the threat landscape, and how to begin implementing a robust cybersecurity program for your organization.

The details and deliverables of each phase of an assessment are as follows:

#### PRE-ASSESSMENT

During the Pre-Assessment phase we send you a questionnaire to survey your organization's current cybersecurity profile. Additionally, you will be asked to prepare certain documents and drawings you may have on your system such as system architecture drawings, asset inventories, or previous assessment reports. Upon receiving the completed questionnaire, we will then schedule the onsite Kickoff and Assessment.

#### KICKOFF

The Kickoff meeting provides introductions and lays the groundwork for the assessment including: performing a high-level risk assessment, creating a basic asset inventory, and going over any site safety procedures.

#### ASSESSMENT

The Assessment is an effort to uncover and document as much information about the function and interconnection of devices as possible including: visual inspections, network discovery & mapping, and review of device configurations. This process is performed closely with onsite personnel and will prioritize minimal disturbance to operations.

#### ANALYSIS

During the Analysis phase we use the information uncovered in the assessment to develop a cybersecurity profile for your organization. We create a report which includes a rated list of threats and vulnerabilities, recommendations, references to relevant standards and regulations, and potential next steps.

#### REVIEW

During the Review we will present and discuss the findings of the cybersecurity assessment. We discuss the vulnerabilities uncovered, our recommendations, and any questions that you may have. You will also receive certain materials developed during the process such as network maps or detailed asset inventory spreadsheets.



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Administration  
**Date:** April 19, 2021

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Agreement With Grey Hospitality For Preparation Of A Hotel Market Study And Feasibility Analysis.

**Summary:** As part of the downtown hotel development project, the staff is requesting to move forward with Grey Hospitality Group to conduct a feasibility study for a hotel in the downtown area. This feasibility study will help the developer and the city to determine the cost of projects, justify the investment of resources, and establish the approach to maximize profit until project exit. Once this study is complete, we hope to be able to determine if the project is feasible and should move forward to the financial planning and construction of the project

**Recommended**

**Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GREY HOSPITALITY FOR PREPARATION OF A HOTEL MARKET STUDY AND FEASIBILITY ANALYSIS.**

**WHEREAS**, city staff made a Request for Qualifications for Professional Services to conduct a market study and feasibility analysis for a downtown lodging facility; and

**WHEREAS**, the Request for Qualifications was directed to entities known to provide the needed services, including Grey Hospitality; and

**WHEREAS**, Grey Hospitality's response to the Request for Qualifications is attached which includes an Acceptance Confirmation & Engagement Letter and a projected cost not to exceed \$10,500 plus direct expenses: and

**WHEREAS**, city staff recommends engaging Grey Hospitality as the most qualified and responsible bidder.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves and accepts Grey Hospitality's proposal to provide the needed services and ratifies any action taken by city staff prior to this meeting regarding execution of any agreements and authorizes the City Manager to execute the attached Acceptance Confirmation & Engagement Letter on behalf of the City and to take such other and further action as may be required to obtain the market study and feasibility analysis.

**RESOLVED** this 19<sup>th</sup> day of April, 2021, by the Council of the City of Moberly, Missouri.

---

 Presiding Officer at Meeting

**ATTEST:**

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 Shannon Hance, City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: #26.  
 Department: Police  
 Date: April 19, 2021

**Agenda Item:** A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With A & W Communications, Inc., For 911 Equipment.

**Summary:** Moberly Joint Communications Center must replace its current 911 computers and software. The current equipment was placed in operation 2013. A&W Communications from Eolia MO was selected to replace the existing ATT equipment with Zetron Equipment. Zetron is significantly less expensive and as several surrounding counties also utilize Zetron for their 911 system, compatibility is assured allowing one or more counties to become backup PSAP for each other. Bid cost is 146,157.80 for a Zetron Max Call Taking three-position system. This bid does not include any on site connection equipment needs to facilitate a hard line connection between the Moberly PSAP and our back up PSAP. Total purchase price is \$146,157.80 per quote #3161. A purchase agreement has been received from A&W that stipulates one half of the total purchase price be paid upon delivery, set-up and testing at A&W Communications Shop

**Recommended Action** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

Roll Call      Aye      Nay

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH A & W COMMUNICATIONS, INC., FOR 911 EQUIPMENT.**

**WHEREAS**, the current 911 equipment in use at the Moberly Joint Communications Center is outdated and in need of replacement; and

**WHEREAS**, city staff determined that Zetron Equipment sold by A & W Communications (“AW”) is less expensive than comparable 911 computers and software providers and would be compatible with potential back-up PSAP systems; and

**WHEREAS**, AW provided a bid for the necessary Zetron 911 equipment of \$146,157.80; and

**WHEREAS**, city staff recommends accepting and approving the attached Purchase Agreement and authorizing the City Manager to execute the agreement on behalf of the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts and approves the attached Purchase Agreement and authorizes the City Manager to execute the agreement on behalf of the city and further authorizes the City Manager to take such other and further action as may be required to effectuate the purchase of the Zetron 911 equipment on behalf of the city.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## PURCHASE AGREEMENT

AGREEMENT made on the 17<sup>th</sup> Day of March, 2021 by and between the CITY OF MOBERLY, MISSOURI, herein "BUYER" and A & W COMMUNICATIONS, INC. of Eolia, Missouri, herein "CONTRACTOR"

THE PARTIES AGREE AS FOLLOWS: the CITY OF MOBERLY agrees to purchase the following equipment and installation of:

1. Zetron Max-Call Taking for three (3) positions as per CITY OF MOBERLY QUOTE #3161, dated January 13<sup>th</sup>, 2021 for a total sum of----- **\$ 146,157.80**

THE TOTAL PURCHASE PRICE IS \$ 146.157.80

This purchase includes all labor, licensing and equipment listed on attached Quote Number 3161.

PAYMENT TERMS: BUYER agrees to pay the CONTRACTOR ½ (ONE HALF) of the total purchase price (\$ 73,078.90) upon delivery, set-up and testing at A & W Communications, Inc's Eolia shop. The final payment of \$ 73,078.90 will be due upon acceptance of the completed installation, training and testing of equipment.

COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

ENTIRE AGREEMENT: This is the entire agreement of the parties and can be modified or amended in writing by the parties.

WARRANTY: All equipment in this proposal shall be warranty for a period of 5 YEARS, and does not include damage caused by lightning or physical damage by the end user.

**BUYER**  
**CITY OF MOBERLY**

**CONTRACTOR**  
**A&W COMMUNICATIONS, INC.**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

PRESIDENT \_\_\_\_\_

WITNESS: \_\_\_\_\_



## A&W Communications, Inc 1918

Southridge Drive  
Jefferson City, MO 65109

Quote Number: 3161  
Quote Date: Jan 13, 2021

573-635-0106 573-634- 1  
2927  
Page:

Voice: Fax:

Customer ID Payment Terms Good Thru

### Quoted To:

CITY OF MOBERLY  
300 N. CLARK  
MOBERLY, MO 65270  
USA

### Sales Rep

MOBERLYCITYOF Net 30 Days OWENBY 2/12/21

Quantity	Item	Description	Unit Price	Amount
1.00	ZET 905-0526	***** ZETRON MAX CALL TAKING -	41,533.60	41,533.60
2.00	ZET 950-1284	3 POSITIONS *****	3,461.00	6,922.00
		MAX CALL TAKING SERVER CORE		
		24 PORT POE RACK MOUNT		
	ZET 950-1401	SWITCH, INCLUDES 2 1000 BASE T	4,680.00	18,720.00
		SFP		
	ZET 950-1399	MODULES FOR COPPER	353.00	1,412.00
		NETWORKS MAX CALL TAKING PRI		
		GATEWAY (PATTON) **		
		MOXA RS232SERAIL DEVICE WITH		
	ZET 905-0422	DIN RAIL MOUNTING KIT, ONE	11,768.00	35,304.00
		REQUIRED PER INTERFACE - ALI,		
	ZET 802-2220	MAPPING, CAD, CDR PRINTER, CDR	613.00	3,678.00
		OUTPUT ***		
	ZET 930-0249	MAX CALL TAKING		
	ZET 930-0250	WORKSTATION BUNDLE (WITH		
		PC)		
	ZET 930-0275	22" WIDESCREEEN MULTI-TOUCH		
		LCD MONITOR		
	ZET 930-0276	MAX CALL TAKING TDD LICENSE MAX		
		CALL TAKING EVENT RECALL (IRR)		
		LICENSE		
	ZET 930-0342	MAX CALL TAKING		
		SUPERVISOR LICENSE		
	ZET 930-0358	MAX CALL TAKING CALLER		
		NAME LOOKUP, ONE PER PER		
		PSAP		
		MAX CALL TAKING i3 INTEGRATED		
		TEXT TO 9-1-1 LICENSE		

		MAX CALL TAKING RAPID SOS		#26.
--	--	---------------------------	--	------

Subtotal Continued  
Sales Tax Continued  
**TOTAL Continued**

# QUOTATION

**A&W Communications, Inc** 1918  
Southridge Drive  
Jefferson City, MO 65109

Quote Number: 3161  
Quote Date: Jan 13, 2021

573-635-0106 573-634- 2  
2927  
Voice: Fax: Page:

Customer ID Payment Terms Good Thru

**Quoted To:**  
CITY OF MOBERLY  
300 N. CLARK  
MOBERLY, MO 65270  
USA

Quantity	Item	Description	Unit Price	Amount
6.00	ZET 950-1077	LOCATION LICENSE, ONE PER PSAP REQUIRED	774.40	4,646.40
6.00	ZET 709-0170-10	DUAL PRONG HEADSET JACKBOX, DUAL VOLUME CONTROL	19.00	114.00
1.00	ZET 709-0004	10 FT SHIELDED CAT 5E CABLE	85.60	85.60
1.00	ZET 709-7890	FOR SPEAKERS	111.20	111.20
1.00	ZET 950-9351	25 PAIR CABLES, RJ-21, 10 FT PUNCH BLOCK Y CABLE	101.00	101.00
	0 MIIL- R196323LG1 1.00	CONNECTORIZED PUNCH DOWN BLOCK ***	2,000.00	2,000.00
	XMP-0343-BAS	LOCKING CABINET		
		MAX PSP BASE SERVICE PLAN, 1 YEAR SOFTWARE SERVICES, 1 YEAR HARDWARE SERVICES, 1 YEAR ADVANCE REPLACEMENT - 1ST YEAR WARRANTY ON 3 POSITIONS	5,250.00	21,000.00
	ZET XMP-0343-	MAP PSP EXTENDED SERVICE PLAN, PRICE INCLUDES 3 POSITIONS PER YEAR	10,530.00	10,530.00
	\$ 1.00 LABOR	LABOR ON SITE TO INSTALL AND CONFIGURE MAX CALL TAKING		
		***** ALL PRICES ARE QUOTED AS PER MISSOURI STATE CONTRACT CCE07012020_001 *****		

Subtotal 146,157.80

Sales Tax

**TOTAL 146,157.80**

# City of Moberly

## City Council Agenda Summary

Agenda Number: #27.  
 Department: Administration  
 Date: April 19, 2021

**Agenda Item:** A Resolution Approving A Contract For The Purchase Of Real Estate And Ratifying The Execution Of The Contract On Behalf Of The City.

**Summary:** In a closed session meeting, the city council authorized the purchase of property adjacent to the MAIP. The amount not to exceed was \$100,000. The city attended the auction and bid amount of \$80,000 for the purchase of the property. This resolution ratifies these actions and authorizes the purchase and closing of this property. A 10% deposit was made at the time of the auction

**Recommended**

**Action:** Approve this resolution

**Fund Name:** N/a

**Account Number:** N/A

**Available Budget \$:** \$0

**ATTACHMENTS:**

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

**Role Call**

**Aye**    **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed    Failed

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

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

**A RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE OF REAL ESTATE AND RATIFYING THE EXECUTION OF THE CONTRACT ON BEHALF OF THE CITY.**

**WHEREAS**, city staff previously notified the city council of the sale, by auction, of real estate located at 605 Fowler Road, Moberly, Missouri; and

**WHEREAS**, the city council authorized staff to participate in the auction and to acquire the property within certain price parameters; and

**WHEREAS**, city staff attended the auction and successfully bid on property located at 605 Fowler Road and executed a Commercial and Industrial Sale Contract (the “contract”) on behalf of the city and made a ten percent down payment; and

**WHEREAS**, the contract executed by city staff is attached hereto; and

**WHEREAS**, a title commitment has been delivered to the city with acceptable exceptions and requirements and a closing is set for April 28, 2021

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby ratifies the actions taken by city staff in entering into the contract and further authorizes city staff to close on the purchase of the property on the price and terms set forth in the contract and to take such other and further actions as may be necessary to complete the purchase.

**RESOLVED** this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# City of Moberly

## City Council Agenda Summary

Agenda Number: #28.  
 Department: Finance  
 Date: April 19, 2021

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri Appointing Directors Of The Moberly Crossings Community Improvement District.

**Summary:** The terms of Brian Crane, Greg Hodge, Michael Bugalski on the Moberly Crossings Community Improvement District Board of Directors expire this year. This resolution will reappoint them for another 4-year term. This board meets in mid-May, so we ask that this resolution be adopted at the April 19<sup>th</sup> Meeting.

**Recommended**

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

**ATTACHMENTS:**

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

**Roll Call**

**Aye**    **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed    Failed

## RESOLUTION

**BILL NO.:** \_\_\_\_\_

**NO.** \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI APPOINTING  
DIRECTORS OF THE MOBERLY CROSSINGS COMMUNITY  
IMPROVEMENT DISTRICT.**

**WHEREAS**, on May 16, 2021, the terms of office will expire for three Directors of the Board of Directors of the Moberly Crossings Community Improvement District (the “District”); and,

**WHEREAS**, in accordance with Section 3.2.1 of the Development Agreement, dated as of May 16, 2011, by and among the City of Moberly, Missouri, Rent N’Go, Inc. (the “Developer”), Moberly Redevelopment Corporation, and the District (the “Development Agreement”) the City has established in writing a slate to re-appoint these persons as Directors of the District, attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, in accordance with Section 3.2.2 of the Development Agreement, the City and the Developer have authorized and designated in writing that each of the persons included on the Slate of Directors is legally authorized to represent the “Owner” in regard to the District, as that term is defined by Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”); and

**WHEREAS**, the Mayor desires to appoint, and the City Council wishes to consent to the appointment of the slate of Directors attached hereto as Exhibit A (the “2021 Slate of Directors”) as Directors of the District for terms of four years, as provided in the Development Agreement, starting from May 16, 2021, the date the previous terms will expire.

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

**SECTION ONE:** The City Council hereby consents to the Mayor’s appointment of the 2021 Slate of Directors to serve as Directors of the District. The following are hereby appointed and approved as the Directors of the District for the term set opposite his name, to hold such position until such Director’s successor is duly appointed or elected, and qualified, or until such Director’s earlier resignation or removal, in accordance with the CID Act:

NameTerm/Expiration

Brian Crane,  
 (or successor as duly appointed and  
 serving City Manager of the City),  
 representative of Rent N' Go, Inc.,  
 qualifying as an "Owner."

4 Years/May 16, 2025

Greg Hodge,  
 (or successor as duly appointed and  
 serving Finance Director of the City),  
 representative of Rent N' Go, Inc.,  
 qualifying as an "Owner."

4 Years/May 16, 2025

Michael Bugalski,  
 (or successor as duly appointed and  
 serving President of the Moberly Area  
 Economic Development Corporation),  
 representative of Rent N' Go, Inc.,  
 qualifying as an "Owner."

4 Years/May 16, 2025

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri on this 19th day of April, 2021.

By: \_\_\_\_\_  
 Jerry Jeffrey , Mayor

**ATTEST:**

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

**EXHIBIT A**

**SLATE OF DIRECTORS  
MOBERLY CROSSINGS COMMUNITY IMPROVEMENT DISTRICT  
2021 SLATE OF DIRECTORS**

*Capitalized terms used and not defined in this document shall have the meanings ascribed to them in that certain Development Agreement dated as of May 16, 2011, by and among the City of Moberly, Missouri, Rent N' Go, Inc., Moberly Redevelopment Corporation and the Moberly Crossings Community Improvement District (the "Agreement").*

The following persons are hereby designated as the slate of directors of the Moberly Crossings Community Improvement District (the "District") for the terms set opposite their names in accordance with Section 67.1451.5, RSMo. and the Agreement:

<u>Name</u>	<u>Term/Expiration</u>
1. Brian Crane, (or successor as duly appointed and serving City Manager of the City), representative of Rent N' Go, Inc., qualifying as an "Owner."	4 Years/May 16, 2025
2. Greg Hodge, (or successor as duly appointed and serving Finance Director of the City), representative of Rent N' Go, Inc. qualifying as an "Owner."	4 Years/May 16, 2025
3. Michael Bugalski, (or successor as duly appointed and serving President of the Moberly Area Economic Development Corporation), representative of Rent N' Go, Inc., qualifying as an "Owner."	4 Years/May 16, 2025

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Administration  
**Date:** April 19, 2021

**Agenda Item:** A Resolution Appointing Directors Of The Downtown Moberly Community Improvement District.

**Summary:** The terms of Brian Crane and Michael Bugalski on the Moberly Downtown Community Improvement District Board of Directors expire this year. This resolution will reappoint them for another 4-year term.

### Recommended

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

### ATTACHMENTS:

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

### Roll Call

**Aye**   **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed



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

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

**A RESOLUTION APPOINTING DIRECTORS OF THE  
DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT  
DISTRICT.**

**WHEREAS**, the terms of office will expire for two Directors of the Board of Directors of the Downtown Moberly Community Improvement District (the “District”); and,

**WHEREAS**, in accordance with Section 4.B.4 of the Petition to Establish Downtown Moberly Community Improvement District (the “CID Petition”) filed with the Clerk of the City of Moberly, Missouri, and the Community Improvement District Act, §§ 67.1401 – 67.1471 of the Revised Statutes of Missouri, as amended (the “CID Act”), the Mayor with the consent of the governing body of the City has the authority to appoint successor directors; and

**WHEREAS**, the Mayor desires to appoint, and the City Council wishes to consent to the appointment of Brian Crane and Michael Bugalski as Directors of the District each for terms of four years, as provided in the CID Petition and pursuant to the CID Act, such terms beginning on April 21, 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI as follows, to wit:**

**SECTION ONE:** The Mayor of the City hereby appoints, and the City Council hereby consents to the Mayor’s appointments of the below persons to serve as Directors of the District for the terms set opposite their names and to hold, respectively, such positions until such Director’s successor is duly appointed and qualified, or until such Director’s earlier resignation or removal, all in accordance with the CID Petition and the CID Act:

Name

Term/Expiration

Brian Crane,  
(or successor as duly appointed and serving  
City Manager of the City of Moberly),  
representative of the City of Moberly,  
qualifying as an “Owner.”

4 Years/April 21, 2025

Michael Bugalski,  
(or successor as duly appointed and serving  
President of Moberly Area Economic,  
Development Corporation)  
representative of Moberly Area Economic  
Development Corporation,  
qualifying as an “Owner.”

4 Years/April 21, 2025

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri on this 19th day of April 2021.

By: \_\_\_\_\_  
Jerry Jeffrey , Mayor

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** City Clerk  
**Date:** April 19, 2021

**Agenda Item:** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please 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 checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed Failed

BILL NO. \_\_\_\_\_

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$552,434.28.**

**WHEREAS**, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$99,015.33.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$432.00.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$63,346.54.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$6,974.48.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$12,520.57.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$519.48.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$182,741.32.

SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$9,846.29.

SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$6,000.00.

SECTION 12: There is hereby appropriated out of the **Utilities Consumers Security Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$125.00.

SECTION 13: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$135,340.85.

SECTION 18: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$954.63.

SECTION 19: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$8,378.00.

SECTION 20: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$25,825.79.

SECTION 21: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 19, 2021 in the amount of \$414.00.

**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.

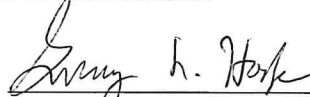
**RESOLVED** this 19th day of April 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.



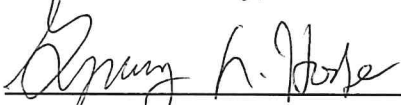
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID APRIL 2 - APRIL 15, 2021 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
APRIL 19, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	99,015.33
Payroll Fund	\$	432.00
Solid Waste Fund	\$	63,346.54
Heritage Hills Golf Course Fund	\$	6,974.48
Parks and Recreation Fund	\$	12,520.57
Airport Fund	\$	519.48
Utilities OP & Maintenance Fund	\$	182,741.32
Utilities OP Reserve Fund	\$	9,846.29
Capital Improvement Trust Fund	\$	6,000.00
Utilities Consumers Security Fund	\$	125.00
ESP Projects Debt Service Fund	\$	135,340.85
Emergency Telephone Fund	\$	954.63
Transportation Trust Fund	\$	8,378.00
Street Improvement Fund	\$	25,825.79
Downtown CID Sales Tax Fund	\$	414.00

**Total** **\$ 552,434.28**

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

4/15/2021

Date



BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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## 24 DISBURSEMENTS

86142	4/02/2021	368	JOE MACHENS FORD LINCOLN-MERCU	33,303.00
86143	4/09/2021	6120	AMAZON CAPITAL SERVICES	306.30
86144	4/09/2021	17	AT&T 5001	11.15
86145	4/09/2021	2975	BRENNTAG MID SOUTH INC	17,755.90
86146	4/09/2021	3063	CONLEY FOREST DO	.00
86147	4/09/2021	3063	CONLEY FOREST DO	.00
86148	4/09/2021	3063	CONLEY FOREST DO	1,460.00
86149	4/09/2021	6383	HEMPHILL RANDALL	775.00
86150	4/09/2021	5591	INOVATIA LABORATORIES LLC	544.00
86151	4/09/2021	6382	MISSOURI DEPARTMENT OF REVENUE	61.00
86152	4/09/2021	2771	MO POLICE CHIEFS ASSOCIATION	350.00
86153	4/09/2021	1935	MOBERLY MONITOR INDEX	140.40
* 86154	Thru 86161			
86162	4/15/2021	2078	ALEXANDER GUYLA	175.00
86163	4/15/2021	1	ALTORFER INC	640.26
86164	4/15/2021	6	AMEREN MISSOURI	38.84
86165	4/15/2021	6372	HALLS OF IVY	1,139.53
86166	4/15/2021	3112	ARAMARK UNIFORM SERVICES	983.13
86167	4/15/2021	30	WOOGEDY LLC	132.30
86168	4/15/2021	17	AT&T 5001	671.72
86169	4/15/2021	15	AUSTIN COFFEE SERVICE	287.96
86170	4/15/2021	16	AUTOZONE INC	12.86
86171	4/15/2021	6245	AZAVAR	437.21
86172	4/15/2021	270	ROOFTOP ENTERPRISES LLC	685.00
86173	4/15/2021	34	BOB'S TIRE, LLC	549.00
86174	4/15/2021	5057	BOONE ANTHONY G.	6,050.00
86175	4/15/2021	2885	BOTKINS TRUCKING LLC	619.50
86176	4/15/2021	2605	BRATCHER'S MARKET	110.63
86177	4/15/2021	5257	BROWN SMITH WALLACE	10,000.00
86178	4/15/2021	191	BROWNFIELD OIL CO INC	139.00
86179	4/15/2021	273	BSN SPORTS LLC	202.74
86180	4/15/2021	424	BUTLER SUPPLY INC	176.17
86181	4/15/2021	1368	TUCKER SHEILA V	350.00
86182	4/15/2021	598	CHARITON VALLEY COMMUNICATIONS	250.97
86183	4/15/2021	843	CHEMCO INDUSTRIES INC	782.47
86184	4/15/2021	1110	CONTROLLED AIRE LLC	67.50
86185	4/15/2021	2645	CORE & MAIN LP	1,239.17
86186	4/15/2021	4551	CRAFCO INC	24,090.00
86187	4/15/2021	678	CROWN POWER & EQUIPMENT	2,215.58
86188	4/15/2021	2913	CULLIGAN WATER CONDITIONING	32.41
86189	4/15/2021	2908	CUNNINGHAM VOGEL & ROST PC	16,326.50
86190	4/15/2021	2908	CUNNINGHAM VOGEL & ROST PC	414.00
86191	4/15/2021	5797	DA-COM	200.00
86192	4/15/2021	5698	DINNERS READY FOR YOU LLC	496.00
86193	4/15/2021	194	DMC CONCRETE CONSTRUCTION	8,378.00
86194	4/15/2021	695	ENGINEERING SURVEYS & SERVICES	638.70
86195	4/15/2021	3103	FASTENAL COMPANY	.00
86196	4/15/2021	3103	FASTENAL COMPANY	682.62
86197	4/15/2021	699	FEDERAL EXPRESS	22.96
86198	4/15/2021	143	FIRST BAPTIST CHURCH	25.00
86199	4/15/2021	5754	FIRST STATE COMMUNITY BANK	135,340.85

VOID:

VOID:

VOID:

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86200	4/15/2021	6088 FOSTER DELISA	45.00				
86201	4/15/2021	6381 FRYE MEAGAN	45.00				
86202	4/15/2021	2839 FUSION TECHNOLOGY LLC	1,100.99				
86203	4/15/2021	704 GALLS LLC	955.69				
86204	4/15/2021	6380 VERNON L GOEDECKE CO	334.30				
86205	4/15/2021	6379 GREATLIFE MIDMO LLC	6,918.00				
86206	4/15/2021	5721 HOWE COMPANY LLC	3,500.00				
86207	4/15/2021	1348 HUNTSVILLE MACHINE LLC	416.53				
86208	4/15/2021	763 SUMNER ONE	299.90				
86209	4/15/2021	3514 CHAPPYS, LLC	175.00				
86210	4/15/2021	4336 KEY EQUIPMENT & SUPPLY CO.	445.00				
86211	4/15/2021	5965 KIM HOSKINS ENVIRONMENTAL	1,350.00				
86212	4/15/2021	992 KIWANIS OF MOBERLY	200.00				
86213	4/15/2021	579 LAND/CHARITON COUNTY CONCRETE	3,383.88				
86214	4/15/2021	288 LAND LYNN	340.00				
86215	4/15/2021	1381 LEON UNIFORM COMPANY	293.90				
86216	4/15/2021	3015 LOWE'S HOME CENTERS, LLC	.00			VOID:	
86217	4/15/2021	3015 LOWE'S HOME CENTERS, LLC	1,375.70				
86218	4/15/2021	5614 MACQUEEN EMERGENCY GROUP	53.17				
86219	4/15/2021	2220 MARTIN EQUIPMENT	58.00				
86220	4/15/2021	2717 MATHESON TRI GAS INC	156.24				
86221	4/15/2021	1694 MFA INCORPORATED	107.40				
86222	4/15/2021	1756 MIRMA	445.50				
86223	4/15/2021	834 MISSOURI STATE HIGHWAY PATROL	210.00				
86224	4/15/2021	6375 MISSOURI STATE UNIVERSITY OUTR	140.00				
86225	4/15/2021	195 MISSOURI WATER & WASTEWATER CO	140.00				
86226	4/15/2021	3041 MO ONE CALL SYSTEM INC	450.00				
86227	4/15/2021	1770 MO VOCATIONAL ENTERPRISES	528.00				
86228	4/15/2021	2740 MOBERLY AREA CHAMBER OF COMMER	24.29				
86229	4/15/2021	1921 MOBERLY LUMBER INC	.00			VOID:	
86230	4/15/2021	1921 MOBERLY LUMBER INC	884.56				
86231	4/15/2021	1935 MOBERLY MONITOR INDEX	141.50				
86232	4/15/2021	2907 MOBERLY READY MIX	454.50				
86233	4/15/2021	1604 NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
86234	4/15/2021	1604 NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
86235	4/15/2021	1604 NAPA AUTO PARTS OF MOBERLY	1,666.56				
86236	4/15/2021	2734 NARTEC, INC	375.03				
86237	4/15/2021	2152 NEMO ELECTRIC CO INC	521.75				
86238	4/15/2021	2299 O'REILLY AUTOMOTIVE STORES INC	371.85				
86239	4/15/2021	6376 PALMER KAITLIN	25.00				
86240	4/15/2021	2166 PERSONNEL EVALUATION INC	20.00				
86241	4/15/2021	2556 PETTY CASH	104.75				
86242	4/15/2021	2596 PLUMB SUPPLY COMPANY-MOB	1,983.49				
86243	4/15/2021	2750 PREMIER SAFETY COMPANY	175.00				
86244	4/15/2021	5829 Q SECURITY SOLUTIONS LLC	198.00				
86245	4/15/2021	415 RANDOLPH AREA YMCA	1,242.75				
86246	4/15/2021	3476 REILLY BURLDEANE	25.00				
86247	4/15/2021	2977 RICKETTS FARM SERVICE INC	40.00				
86248	4/15/2021	6377 ROBERTS CHEYENNA	14.75				
86249	4/15/2021	2600 SAFE PASSAGE	428.00				
86250	4/15/2021	2052 SAFETY FIRE PRODUCTS LLC	234.50				
86251	4/15/2021	280 SCHEPPERS INTERNATIONAL TRUCK	96,587.00				
86252	4/15/2021	5069 MICHAEL D SCHMIDT	879.75				

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86253	4/15/2021	617	SCHULTE SUPPLY INC	712.56				
86254	4/15/2021	2684	SHERWOOD'S SIGNS LLC	117.50				
86255	4/15/2021	6384	SLY JOANNA	125.00				
86256	4/15/2021	2610	BRENDLINGER ENTERPRISES INC	4,415.00				
86257	4/15/2021	5639	SOCKET	.00			VOID:	
86258	4/15/2021	5639	SOCKET	2,428.22				
86259	4/15/2021	5700	STAPLES	.00			VOID:	
86260	4/15/2021	5700	STAPLES	793.63				
86261	4/15/2021	6378	STAPLETON ERIN	45.00				
86262	4/15/2021	6301	STLF DIESEL REPAIR LLC	3,225.14				
86263	4/15/2021	6321	SURVEYING & MAPPING LLC	6,000.00				
86264	4/15/2021	3134	TOX REVIEW LLC	315.00				
86265	4/15/2021	6270	TREKK DESIGN GROUP	2,306.24				
86266	4/15/2021	4564	TURFMARK SERVICES LLC	2,750.00				
86267	4/15/2021	5688	UNFINISHED PIECES	50.00				
86268	4/15/2021	5800	VERIZON CONNECT NWF INC	19.19				
86269	4/15/2021	413	WARREN CONSTRUCTION	2,409.82				
86270	4/15/2021	6343	WASTE MANAGEMENT SOLUTIONS	63,668.01				
86271	4/15/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86272	4/15/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86273	4/15/2021	2656	WESTLAKE HARDWARE	868.25				
86274	4/15/2021	2658	WILLIS BROS INC	3,600.00				
*20190864								
20190865	4/05/2021	2591	MOBERLY AREA ECONOMIC DEVELOPM	43,750.00		E-PAY		
20190866	4/09/2021	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	552,434.28
CLEARED	.00
	-----
BANK 24 TOTAL	552,434.28
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	99,015.33	99,015.33	.00	.00
105 PAYROLL FUND	432.00	432.00	.00	.00
110 SOLID WASTE FUND	63,346.54	63,346.54	.00	.00
114 HERITAGE HILLS GOLF CRSE	6,974.48	6,974.48	.00	.00
115 PARKS & RECREATION FUND	12,520.57	12,520.57	.00	.00
120 AIRPORT FUND	519.48	519.48	.00	.00
301 UTILITIES OP & MAINT	182,741.32	182,741.32	.00	.00
303 UTILITIES OP RESERVE	9,846.29	9,846.29	.00	.00
304 CAPITAL IMPROVEMENT TRUST	6,000.00	6,000.00	.00	.00
306 UTILITIES CONSUMERS SECUR	125.00	125.00	.00	.00
381 ESP PROJECTS DEBT SERVICE	135,340.85	135,340.85	.00	.00
400 EMERGENCY TELEPHONE FUND	954.63	954.63	.00	.00
600 TRANSPORTATION TRUST FUND	8,378.00	8,378.00	.00	.00
601 STREET IMPROVEMENT FUND	25,825.79	25,825.79	.00	.00
911 DOWNTOWN CID SALES TAX	414.00	414.00	.00	.00

**ACCOUNTS PAYABLE CHECK REGISTER**  
\*\*\* CHECK SUMMARY \*\*\*

#30.

BANK#	BANK NAME	
CHECK#		DESCRIPTION

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**24 DISBURSEMENTS**

86142 Thru	86153	Accounts Payable Checks
86154 Thru	86161	Utility Billing Checks
86162 Thru	86274	Accounts Payable Checks

20190865 Thru	20190866	Accounts Payable E-Pay
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# City of Moberly

## City Council Agenda Summary

Agenda Number: #31.  
 Department: City Manager  
 Date: April 19, 2021

**Agenda Item:** Department Head Monthly Reports

**Summary:** Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month March.

**Recommended**

**Action:** Just for your review

**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\_\_\_ **Jeffrey**      \_\_\_    \_\_\_

**Council Member**

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

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

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

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

Passed    Failed



# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

March 2021

## A. PROJECTS

### Community Development

**Budget Preparation** – This last month has been filled with budget efforts. While many of the line-item numbers are not difficult to estimate, it takes time to audit the spending/billed items to the accounts for the last year to confirm everything was billed appropriately and make reasonable assumptions as to what those cost might be in the coming year. We have seen many product jumps in costs due to various reasons. Fuel, metal, lumber, concrete are just a few examples, but if these continue to rise it will be difficult to estimate for projects/work 6 mo. to a year from now. We have to look at what can we add or subtract to projects if we over/underestimate and determine how can we potentially phase the work.

**Shepherd Brothers Blvd** – Flashers installed at Morley intersection with school crossing signage. This completes this project, and all funding has been paid to us from NOMO for the cost share. We will paint on crosswalks when weather and time allow.

**Vacant Property/Foreclosed Property Fee** – We have numerous vacant properties just sitting around the town, some of them decent houses that are just being ignored to deteriorate. The goal of this proposal is to get some of these vacant houses moving, sold, renovated, leased, but back into occupancy and regular maintenance. We will be following up with council as to a proposal from ProChamps which is a version of our previous vacant housing registration process that wouldn't cost us anything to implement.

**Infill Housing** – We only received proposals on lots from two groups, and they have been scored and presented for approval. Since that time, we have had more interest in some of the lots and will continue to work on getting our remaining vacant lots developed. As the lots have already been publicly offered, going forward we will review proposals on a first come, first serve basis working to get them redeveloped.

**Fennel Complex** – We have purchased some new tools for tuck pointing that are making it go quicker and smoother. An angle head grinder bit and a mortar pump that works off of a cordless drill to pump the mortar into the gaps like an industrial strength caulking gun.

As we had to add structure to the inside walls of the JT Cross area, it makes sense to put a roof on the inside perimeter that would allow it to be shelter for various events. The Farmers Market would like to relocate there and there is plenty of room for parking. We are looking into grant funding for Farmers Markets that could assist with this development.

MTCOG has grant funds that can be used for marketing this facility, up to \$34K worth. We are close to going out for bids for the marketing study work for this facility as a whole.

**Demolition Grant** – The notice to proceed for the second round of demolitions has been issued. The contractor has 90 days from April 5<sup>th</sup>. In talking with Holman this week, they have to finish a job at the college then will be starting the demolition work. Once completed we will have 53 completed and 8 more signed up for the next phase. That will have to come in the next fiscal year as there isn't enough time left to run these through the process. The demolition grant has allowed us to make a huge swing at the issue, but we still have and will continue to have more that need to come down.

### Public Works

**Equipment** - We are currently replacing several pieces, a tandem axel dump truck, compact track loader, two trucks and street sweeper. These are some significant purchases that we will break the cost over multiple years on a lease purchase.

The Street Sweeper and our Rubber Tired Loader are the two piece of equipment that we rely on to be ready everyday, and there is no back up for them. The Rubber tired loader is currently due for replacement this coming fiscal year. We change these two items out on a 5-year rotation to keep them under warranty and to hopefully not have any major downtime with them due to failures in that window. They also are still at a point of high value when we trade.

This year has been an exception in the fact that our loader recently went down with significant issues on cyl. #2. It has been down for a couple of weeks now and at John Deere for repair. While it is covered under warranty, we are still without the loader and its abilities. We are up to our ears in glass at the transfer station and don't have anything large enough to load the glass safely into the semi's that pick it up.

**Recycling Grant** – We were going to try and get a recycling grant to get a larger loader for the transfer station as Waste Management has agreed to load the glass for us with their loader at the transfer site, but their current loader is not large enough to reach. We have instead applied for funding to install a split elevation loading area which would allow the current equipment loads the glass into the semi's. It significantly less cost and will work just as well if we are successful. The grant should be scored at the end of April.

**South Morley Study/Grants** – Bartlett & West has completed a study looking at widening South Morley between Burkhart and Urbandale, adding a center turn lane, curb & gutter, replacing or building new sidewalks and improving the storm drainage as well as adding a round-a-bout at the Urbandale interchange. This project area as a whole is several million dollars and would take several years to complete even if we are capable of getting some cost share funds along with other grant funding. We asked them to break it down in phases so it's more manageable. Phase I would be the work between Burkhart and Carpenter. This section already has curb and gutters but would have to be widened and storm drain improvements completed to allow for a center turn lane. We would need to improve and replace sidewalks and maybe make some changes to the extensive access from private entities. This phase of work is projected to be \$2.1M.

We have been working with MoDOT so that we could submit a cost share application for this work in conjunction with the proposed milling and overlay that MoDOT is planning for all of S. Morley. If we can get our improvement completed and have 50% of it covered by a cost share grant and then have MoDOT overlay it all when they do S. Morley it could considerably cut the overall cost down for us. MoDOT has been willing to work with us and we will be submitting for the cost share funding April 16<sup>th</sup>. If successful, MoDOT is planning and fall 2023 letting for their portion of the work. We would anticipate a Spring/Summer 2024 start date. Its important that we towards having the fund balance available to complete the cost share at that time.

**Morley/24 sidewalk project** – We were not happy with the seeding and dirt work. I met on-site with contractor on April 13<sup>th</sup> where they had backfilled several areas along Morley to prep for reseeding. They still have a pavement patch and some signs to re-install. While the project is functional, the engineer and I are beyond frustrated with the work efforts in dragging this out and lack of attention to detail, however they seem to be willing to meet our demands, albeit rather slowly!

**TAP Funding for EE/Rollins S. sidewalk** – We were unsuccessful in getting this funding. I did find out we scored 3, and the first two were funded. These are scored by the area COG directors and I understand that there was some discussion to push funding towards areas that have not had the funds recently. I am concerned that our continual success in the past have hurt our scoring on this more heavily contested round. MoDOT will be completing the sidewalk on the North side of Rollins, but without this

funding, we won't be able to do the South side. It's questionable as to why it's not MoDOT's responsibility on both sides of their roadway, but at this time they are not going to fund both sides.

#31.

**Airport Runway Reconstruction** – The runway is milled up except for the section that the crosswind runway uses. This section isn't slated to be milled out for a few more weeks. We have had significant request for the millings but will be using most of them in the reconstruction of the base. We will be incorporating them in with lime with large roto-till equipment and packing it down. This will make for a very solid base layer. There are some areas where they encountered large diameter rock base that they may have to use additional millings to replace in there. They will know more as they dig into that larger base layer this coming week.

### **PR/Communications/Grant Specialist – Emily Goyea-Furlong – Mar. Monthly Report**

- Manage all City of Moberly social media accounts, City's website.
- Created press releases and dispersed them to media outlets.
- Continued discussion regarding mural project on Fennell/JT Cross Building
- attended bi-weekly City Council meetings.
- Virtually attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition.
- Administering glass recycling grant.
  - tracking inappropriate dumping
  - working with other communities to allow usage of our bunker.
  - Completed grant request for loading pad at recycling bunker.
  - Coordinated glass pickup.
- Correspondence with Omar Bradley EAA Chapter
  - Coordinating March EAA meeting and managing membership
- Photographed community projects.
- Continued work on adding Moberly events to the Missouri Bicentennial book
- Planning and promoting Bicentennial Event at 4<sup>th</sup> St. Theater.
- Continued discussion regarding collection and communication concerns
  - Continued work with Waste Management to divert customers to the Customer Experience telephone number.
  - Numerous conversations with Waste Management regarding addendums to current contract and facilitating glass pickup at transfer station.
- Address community members concerns/complaints received via website.
- Attended workshop for Mo. Bicentennial celebration
- Grant workshop for Mo. Main Street grant funding opportunities.
- Collecting images and discussion about vinyl overlay rather than mural on JT Cross building.
- Began coordinating the Adopt A Spot program for islands along Morley.
- Chaired monthly tourism meeting.
- Began research for Legends and Folklore marker grant.
- Continued discussion and corrections of the TravelStorys app.
- Completed MML summaries for Public Works and Public Utilities.

### **Cemetery Department**

There were zero (0) grave lots sold; three (3) graves opened; and three (3) monument permits sold during the month of March.

The Planning and Zoning Commission for the City of Moberly held a meeting on March 29, 2021.

1. Notice of a Public Hearing for a re-zoning application submitted by Lisa Perry for 308 Allen St. from B-3 to R-3 and 318 and 324 Allen St from an R-1 to an R-3. 308 Allen St. is currently zoned B-3 (General Commercial District), and 318 and 324 Allen St are currently zoned R-1 ((Single Family Residential District).
2. Notice of Public Hearing for a conditional use permit application submitted by Mike & Libby Mattox for a proposed short term housing rental located at 129 Elizabeth St. This property is currently zoned R-2 (Two Family Residential District).
3. Notice of Public Hearing for a conditional use permit application submitted by Kyle Eagan for a proposed short term housing rental located at 605 E Terrill Rd. This property is currently zoned R-2 (Two Family Residential District). **Application withdrawn by applicant.**
4. Notice of Public Hearing for a request submitted by the City of Moberly regarding amending Article III, Section 46-118, Use Table for Short Term Housing Rentals

### C. Code Enforcement

**Accessory Structures** – This is going to be a huge project for us this summer. I have it outlined in my budget presentation and show pictures of some of these dilapidated buildings. Most of them could be saved with some to extensive work, however some area already collapsed or are too far gone to try and save. They are an eyesore and a blight on the neighborhoods they are in. Being open, they are also a harborage for various vectors. A few people have removed them, repaired them and others have indicated they will address them, but as we all know there are going to be dozens that we have to address directly. I have \$50K budgeted for the cleanup of these structures this year, and we know it's going to be a struggle generate some angry people as a result. They have been let go too long and need to be addressed to continue to make improvements in our community.

**Stamper Grain Bins** – Equipment reels and vehicles have been moved, but the building still hasn't been closed up. It remains open to the public and to swarms of pigeons. We are looking at potential grant funds, but the extreme cost for their removal is hard to tackle.

**Downtown Parking** – We have received more request for Handicapped and designated business parking. As you know, we mostly have two-hour parking in the downtown, with some five-hour parking, however there is no designated enforcement. Business is seeing downtown residents and business owners/employees parking on-street all day, not opening up spaces near their business.

A recent example has a higher percentage of senior people and on the side-street where their business is located there is an upstairs apartment with the occupants have four cars and they work at night, so the cars are on the street all day. On top of that, numerous business owners from the area park on the side-street filling the spaces adjacent to this business all day long. We have enough handicapped spaces per the requirements and designating a parking space for a specific business is a touchy situation. While that is an option for restaurants, its not for other downtown businesses. I believe the best solution is finding a way to enforce the parking time ordinance that is in place. Until that is a factor, you are not going to get turn over on parking spaces, especially on some of the side streets.

### Month of March: Rick

- Completed 20 building inspections.
- Inspections continue on Plumrose facility building is about closed in, roofing continues, sheet rocking office areas, installing equipment.
- Worked on plan reviews for Plumrose changes
- Condemned 1204 Quinn property violations.

- Attended webinar on Nuisance violation.
- Plan review on 535 E Hwy 24 for Wendy's update.
- Post properties, worked on reports for P&Z and attended the meeting.
- Have been in contact with owner on cleanup of fire damaged structure at 431 Morehead.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

### **Month of March: Karen**

- 84 occupancy inspections and re-inspections.
- This month has marked a year since covid first hit and we the City have rebound nicely; I did 50% more inspections since March of 2020. Mask and gloves have been worn to all inspections for over a year now.
- Advanced Disposal has been sold and problems continue with items piling up on the curbs, recently however we have been given some guidance in this area.
- Attended safety meeting as scheduled.
- April marks two years of this department doing the occupancy inspections from the Fire Department.
- Total Occupancy Inspections and re-inspections total 1,196 from April 1, 2019 to March 31, 2020, from April 1, 2020 to March 31, 2021 total was 780 (I was off for 2 months during that time due to health issues), the guys did inspections while I was off.

### **Month of March: Aaron**

March brings the Springtime and the outdoor weather along with green grass. In the Historic District there was little activity, a business relocated from one building to another and the buildings that are under construction resumed activity and continued forward progress. Permits were slow this month due to construction cost and the rain in the forecast. We had several discussions with potential in-fill contractors in preparation for those bids that were decided on at the end of the month. Several code complaints were resolved this month and a few others that were started are being monitored. This includes notifications that continue to progress closer to abatement with Franklin Street, Bond Street, and a couple sidewalk projects that were not permitted in advance. We continue to review the new codes to get a better understanding on what will be coming when we adopt the next round of codes. Planning and zoning were busy as well with several applications that continue to come through for review and processing. Plumrose continues to move forward and making large strides each week. The demolition grant has been at a standstill continuously even though we have sent notifications to the contractor and continued to try to get things finished on the first round of 23 houses. The 30 houses of the second round began progress toward a clock starting with confirmation of utilities being disconnected and a green light for the contractor being given at the end of the month. The remaining 8 properties were tested for asbestos and demolition reports were written. They will be ready for bid once asbestos report comes back. We have touched base with about 30 of the 120 accessory building properties and continue to field calls weekly. Approximately 6-12 of them have started taking care of the issues notified in the notice. The next step during April will be to detail specific issues with the homeowners and give them until the end of May or beginning of June to correct before issuing an abatement order on the many accessory buildings that are being ignored. A final notice of compliance was initiated and sent to the Moberly Inn via the City Attorney in preparation for seeking a hearing officer's order to demolish the property. May and June is going to be a month of either progress or hearings for this long standing dilapidated and incomplete building.



MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	13	0	111	0	\$0.00
Sand, Salt, & Geomelt Mixing	5	0	0	50	\$0.00
Tub Grinder Operation	21	0	0	0	\$0.00
Winter Weather Equipment Preparations	39	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	38	0	0	0	\$0.00
Catch Basin Maintenance	136	0	3	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	32	0	0	0	\$0.00
Culvert Installation	63	0	0	0	\$0.00
Curb Repair	104	0	5	0	\$0.00
Ditch Maintenance	8	0	2	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$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	0	\$0.00
Street Repair & Maintenance	283	0	14.5	30	\$0.00
Street Sign Maintenance	36	0	0	0	\$0.00
Street Sweeper Operation	141.5	0	44.5	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	40	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	116	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	0	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	15	0	0	0	\$0.00
Sidewalk Maintenance	80	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	20	0	53	0	\$0.00
Trash Removal & Clean-Up, All Wards	24	0	0	0	\$0.00

**FACILITIES & EQUIPMENT MAINTENANCE**

	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	22	0	0	0	\$0.00
Building Maintenance	56	0	0	0	\$0.00
Cemetery Maintenance	220	0	0	0	\$0.00
Grounds Maintenance	16	0	0	0	\$0.00
Landfill Maintenance	3	0	0	0	\$0.00
Maintenance Facility Maintenance	74	0	0	0	\$0.00
Wash Trucks & Equipment	16	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**

sweeper water used      3375 gallons	Units	Hours
Routine Service	9	23
Maintenance And Repair	8	24

City of *Moberly!*

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Greg Hodge, Director of Finance *GH*

**Subject:** Monthly Report – March 2021

### General Information

- ✦ Sales and use tax revenues remain well ahead of last year.
- ✦ The 2021-2022 budget was one of the more time-consuming projects during March. Budget requests were received from the department heads on March 10. This started the entire process of creating the budget worksheets for 2021-2022, making revenue estimates, calculating debt service requirements for the year, and the dozens of other items that go into creating the original version of the budget worksheet and CIP detail schedule. Meetings with department heads to discuss their budget requests are scheduled for April 6, so there were many preparations done to get the worksheets to the department heads a week before those meetings.
- ✦ Approximately 750 business license renewals were prepared the last few days of March. The timing was perfect because the new postage machine was delivered on March 29. I was able to use all but \$0.39 of the postage remaining on the old machine, which eliminated one step in the return process. Business will be brisk during April with the budget and the business license renewals.

### 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	+7.40%	Parks	+7.61%	Capital Improvement	+7.61%
Transportation	+7.59%	Use Tax	+26.17%	Downtown CID	+5.15%

### Employee Health Insurance

Health claims	\$58,355.88	Pharmaceutical claims	\$21,177.32
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### Health Insurance Budgeted Line Items (\*\*. \*\*.5103)

<u>Contribution This Month</u>	<u>Contributions YTD</u>	<u>Budget</u>	<u>Remaining</u>
\$114,891.78	\$1,047,301.16	\$1,571,565.88	\$524,264.72

### Health Trust Fund Cash Balance

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18
August	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19
September	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40
October	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42
December	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69
January	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97
February	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81
March	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	
May	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	
June	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	

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

March 2021

A handwritten signature in cursive script, appearing to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

# City of Moberly Cash Balance Report - March 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,686,956.88	619,193.43	-	539,000.50	20,833.33	1,746,316.48
102	Non-Resident Lodging Tax	159,782.58	7,768.68	-	7,083.84	-	160,467.42
105	Payroll	536,798.74	31.92	-	(362.63)	-	537,193.29
110	Solid Waste	645,126.73	90,166.22	-	82,993.67	-	652,299.28
114	Heritage Hills Golf Course	-	789.14	-	200.14	589.00	-
115	Parks and Recreation	14,429.34	43,575.34	38,084.62	42,139.34	37,495.62	16,454.34
116	Park Sales Tax	821,701.67	124,764.99	-	37,495.62	-	908,971.04
120	Airport	(77,307.25)	9,779.64	-	16,512.32	-	(84,039.93)
125	Perpetual Care Cemetery Sales	26,061.23	-	-	-	-	26,061.23
126	Perpetual Care Cemetery Investment	474,246.02	29.75	-	-	-	474,275.77
137	Use Tax Trust	248,768.98	14.79	-	-	-	248,783.77
140	Veterans Memorial Flag Project	44,981.02	2.67	-	-	-	44,983.69
141	Community Betterment	4,862.59	-	-	1,250.00	-	3,612.59
300	Utilities Collection	-	519,550.50	18,304.25	22,092.86	515,761.89	-
301	Utilities Operation and Maintenance	59,859.68	-	399,784.31	399,789.56	-	59,854.43
302	Utilities Replacement	670,635.58	-	4,125.00	25,597.00	-	649,163.58
303	Utilities Operating Reserve	1,629,567.87	140.34	-	29,479.74	18,304.25	1,581,924.22
306	Utilities Consumer Security	206,775.13	2,305.00	-	-	-	209,080.13
307	Sugar Creek Lake Fund	59,123.88	3.51	-	-	-	59,127.39
314	Route JJ Sewer Extension Fund	-	-	-	33,784.34	-	(33,784.34)
350	EDA Grant Projects Fund	-	-	-	7,321.25	-	(7,321.25)
377	2004B SRF Bonds Debt Service	1,108,294.49	65.90	43,150.05	37,357.75	-	1,114,152.69
378	2006A SRF Bonds Debt Service	1,615,871.75	96.09	36,862.81	27,567.47	-	1,625,263.18
379	2004C Bond Debt Service	88,996.10	5.29	29,710.00	26,780.18	-	91,931.21
380	2008A Bonds Debt Service	51,092.08	3.04	15,133.02	-	-	66,228.14
381	ESP Projects Debt Service	103,327.77	6.15	31,839.72	-	-	135,173.64
Escrow		1,017,859.66	-	-	-	-	1,017,859.66



# City of Moberly Cash Balance Report - March 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
Total CWWSS (funds 300-381 + escrow)		6,611,403.99	522,175.82	578,909.16	609,770.15	534,066.14	6,568,652.68
304	Capital Improvement Trust	1,181,086.26	111,588.15	-	202,011.17	787,855.34	302,807.90
400	911 Emergency Telephone	138,221.98	16,302.42	20,833.33	37,514.02	-	137,843.71
406	Inmate Security Fund	13,782.47	62.82	-	-	-	13,845.29
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	425,321.79	207,276.28	729,567.88	(66,478.39)	-	1,428,644.34
601	Street Improvement	590,255.23	28,612.01	-	26,797.53	-	592,069.71
900	MODAG Grant/Loan	21,794.16	1.30	-	-	-	21,795.46
901	Misc. Project Residuals	150,076.99	8.93	-	-	-	150,085.92
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	Retail Consulting Fund	11,627.80	0.69	-	-	-	11,628.49
908	Railcar Preservation Fund	587.49	0.03	-	-	-	587.52
909	Lucille Manor CDBG Reimbursement	222,730.04	1,915.34	-	-	-	224,645.38
911	Downtown CID Sales Tax	34,753.54	4,590.57	-	5,229.25	-	34,114.86
912	Downtown CID Property Tax	379,885.61	2,083.91	-	29,839.40	-	352,130.12
914	Downtown NID Cost of Issuance	46,000.00	-	-	-	-	46,000.00
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	71,619.20	-	14,323.84	64,457.30	-	21,485.74
995	Health Trust	462,855.81	143,973.44	-	124,261.95	879.40	481,687.90
995	Investments	-	-	-	-	-	-
Total Health Trust		462,855.81	143,973.44	-	124,261.95	879.40	481,687.90
Total Cash		17,259,401.48	1,934,708.28	1,381,718.83	1,759,715.18	1,381,718.83	17,434,394.58
Less Escrow Accounts		(1,016,643.73)	-	-	-	-	(1,016,643.73)
Less Investments		-	-	-	-	-	-
<b>Net Cash per Bank Cash Report</b>		<b>16,242,757.75</b>	<b>1,934,708.28</b>	<b>1,381,718.83</b>	<b>1,759,715.18</b>	<b>1,381,718.83</b>	<b>16,417,750.85</b>

# City of Moberly Budget Comparison Report - March 2021

#31.

		Percentage of Year Completed								75.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	619,193.43	6,615,661.23	7,971,000.94	83.00%	557,112.21	5,973,643.66	7,971,000.94	74.94%	
102	Non-Resident Lodging Tax	7,768.68	72,249.14	93,800.00	77.02%	7,083.84	67,080.93	93,800.00	71.51%	
105	Payroll	31.92	303.30	0.00	0.00%	845.76	4,617.25	0.00	0.00%	
110	Solid Waste	90,166.22	815,614.12	1,075,500.00	75.84%	82,700.98	760,400.35	1,053,050.25	72.21%	
114	Heritage Hills Golf Course	200.14	306,152.59	245,000.00	124.96%	200.14	306,152.59	245,000.00	124.96%	
115	Parks and Recreation	81,659.96	1,237,899.09	1,849,358.68	66.94%	81,659.96	1,237,899.09	1,849,358.68	66.94%	
116	Park Sales Tax	124,764.99	1,150,316.34	1,235,750.00	93.09%	37,495.62	750,893.32	1,232,058.68	60.95%	
120	Airport	9,779.64	582,342.85	6,718,363.61	8.67%	16,512.32	508,487.32	6,718,363.61	7.57%	
125	Perpetual Care Cemetery Sales	0.00	19,000.00	20,000.00	95.00%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	29.75	275.77	24,750.00	1.11%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	2.67	6,153.58	3,450.00	178.36%	0.00	1,186.50	2,500.00	47.46%	
300	Utilities Collection	537,854.75	4,556,351.98	5,901,662.80	77.20%	546,282.49	4,556,046.14	5,901,662.80	77.20%	
301	Utilities Operation and Maintenance	399,784.31	2,550,264.24	4,314,196.79	59.11%	399,784.31	2,550,264.24	4,314,196.79	59.11%	
302	Utilities Replacement	4,125.00	37,125.00	49,000.00	75.77%	25,597.00	44,379.00	0.00	0.00%	
303	Utilities Operating Reserve	140.34	793,849.95	269,817.91	294.22%	47,783.99	371,036.78	174,206.14	212.99%	
304	Capital Improvement Trust	111,588.15	975,933.42	1,140,750.00	85.55%	989,866.51	1,787,216.99	1,942,141.24	92.02%	
307	Sugar Creek Lake Fund	3.51	1,940.21	1,400.00	138.59%	0.00	0.00	0.00	0.00%	
314	Route JJ Sewer Extension Fund	0.00	0.00	318,069.33	0.00%	33,784.34	33,784.34	0.00	0.00%	
350	EDA Grant Projects Fund	0.00	0.00	0.00	0.00%	7,321.25	7,321.25	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,215.95	388,964.26	528,800.60	73.56%	37,357.75	348,616.36	471,818.75	73.89%	
378	2006A SRF Bonds Debt Service	36,958.90	332,652.09	457,353.72	72.73%	27,567.47	259,359.39	403,412.50	64.29%	
379	2004C Bond Debt Service	29,715.29	267,436.52	357,070.00	74.90%	26,780.18	246,564.59	325,200.00	75.82%	
380	2008A Bonds Debt Service	15,136.06	136,230.45	182,146.24	74.79%	0.00	121,130.41	165,769.30	73.07%	
381	ESP Projects Debt Service	31,845.87	305,216.28	0.00	0.00%	0.00	166,385.83	0.00	0.00%	
400	911 Emergency Telephone	37,135.75	488,832.61	582,050.00	83.98%	37,514.02	371,332.80	566,908.93	65.50%	
406	Inmate Security Fund	62.82	490.11	1,300.00	37.70%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	936,844.16	3,118,661.26	2,462,350.00	126.65%	-66,478.39	3,223,504.38	2,969,600.00	108.55%	
601	Street Improvement	28,612.01	539,314.52	390,000.00	138.29%	26,797.53	582,008.72	605,850.00	96.06%	

# City of Moberly Budget Comparison Report - March 2021

#31.

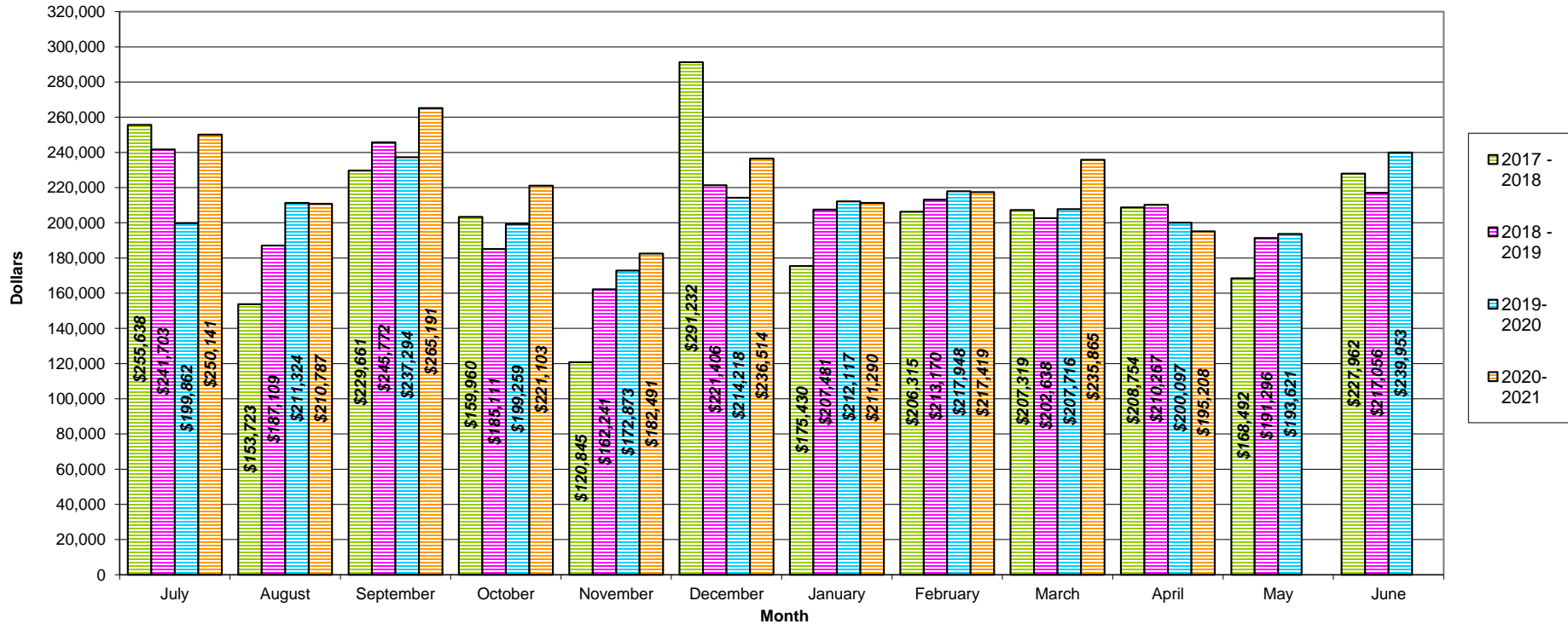
		Percentage of Year Completed								75.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
904	Hometown Strong Fund	0.00	290,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	0.69	5,005.92	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.03	0.33	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,915.34	17,239.65	24,825.20	69.44%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	4,590.57	41,550.69	56,500.00	73.54%	5,229.25	35,622.55	56,000.00	63.61%	
912	Downtown CID Property Tax	2,083.91	214,565.72	271,000.00	79.18%	29,839.40	76,810.90	269,500.00	28.50%	
914	Downtown NID Cost of Issuance	0.00	46,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	137,005.59	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	1,516,994.41	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	14,323.84	85,943.04	0.00	0.00%	64,457.30	64,457.30	0.00	0.00%	
995	Health Trust	143,973.44	1,372,131.29	0.00	0.00%	125,141.35	1,251,255.98	0.00	0.00%	
<b>TOTALS</b>		<b>3,313,508.09</b>	<b>29,025,667.56</b>	<b>36,545,265.82</b>	<b>79.42%</b>	<b>3,148,236.58</b>	<b>25,707,458.96</b>	<b>37,356,148.61</b>	<b>68.82%</b>	

**City of Moberly**  
**One Percent (1%) General Fund Sales Tax Analysis**

#31.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	11.24%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	9.47%	\$210,787	-0.25%	12.10%
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	11.91%	\$265,191	11.76%	11.97%
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	9.93%	\$221,103	10.96%	11.73%
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	8.20%	\$182,491	5.56%	10.69%
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	10.63%	\$236,514	10.41%	10.64%
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	9.49%	\$211,290	-0.39%	9.02%
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	9.77%	\$217,419	-0.24%	7.81%
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	10.60%	\$235,865	13.55%	8.45%
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	8.77%	\$195,208	-2.44%	7.40%
May	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%			
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$2,448,705</b>			<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$2,506,282</b>			<b>100.00%</b>	<b>\$2,226,008</b>		

**Annual Comparison by Month**

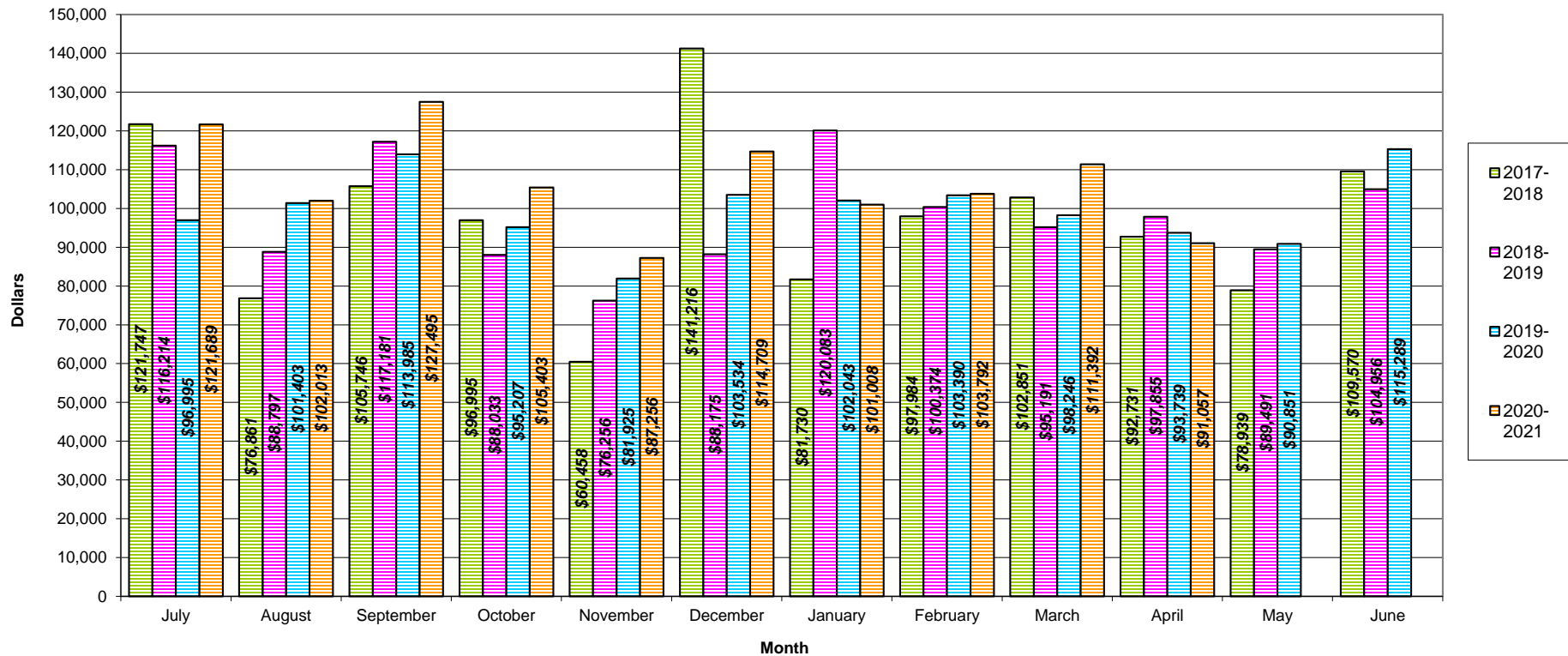


**City of Moberly**  
**One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#31.

	2017-2018				2018-2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	11.42%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	9.57%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	11.96%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	9.89%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	8.19%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	10.76%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	9.48%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	9.74%	\$103,792	0.39%	8.13%
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	10.45%	\$111,392	13.38%	8.70%
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	8.54%	\$91,057	-2.86%	7.61%
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$1,196,607</b>			<b>100.00%</b>	<b>\$1,065,814</b>		

**Annual Comparison by Month**



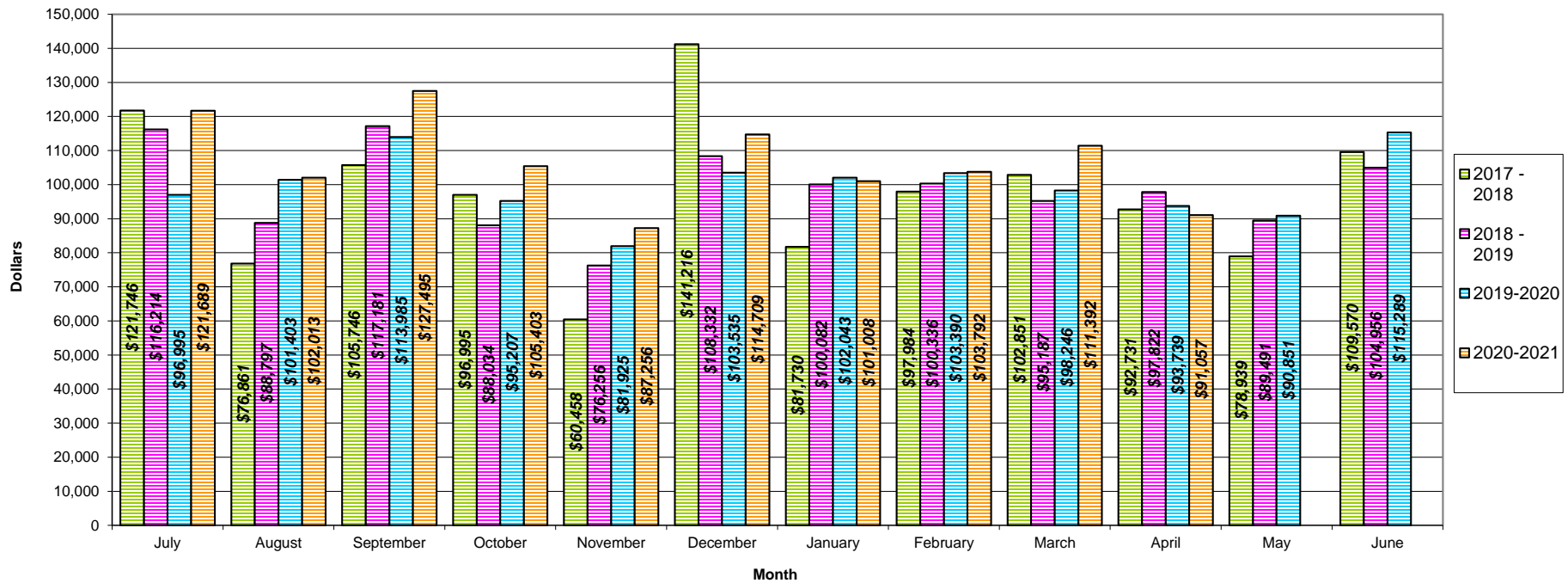


**City of Moberly**  
**One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#31.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	11.42%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	9.57%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	11.96%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	9.89%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	8.19%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	10.76%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	9.48%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	9.74%	\$103,792	0.39%	8.13%
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	10.45%	\$111,392	13.38%	8.70%
April	7.95%	\$92,731	-2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	8.54%	\$91,057	-2.86%	7.61%
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$1,196,609</b>			<b>100.00%</b>	<b>\$1,065,815</b>		

**Annual Comparison by Month**

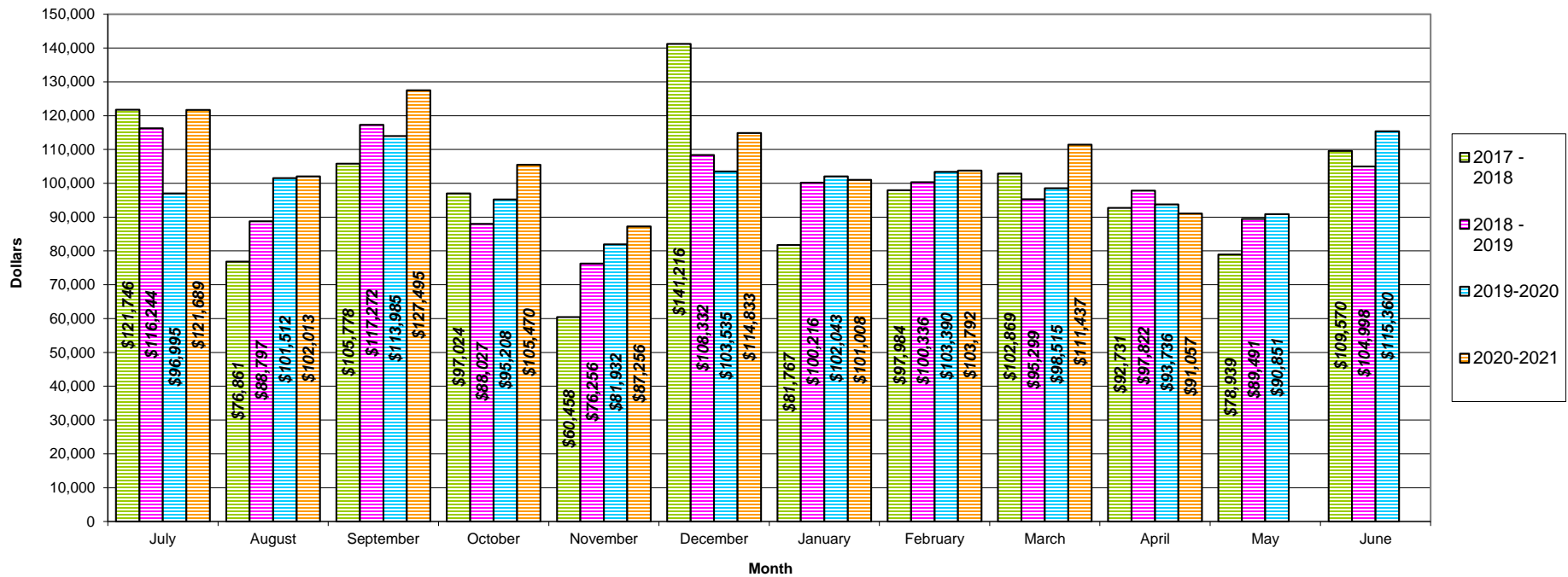


**City of Moberly**  
**One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#31.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	11.41%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	9.57%	\$102,013	0.49%	12.69%
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	11.96%	\$127,495	11.85%	12.39%
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	9.89%	\$105,470	10.78%	12.01%
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	8.18%	\$87,256	6.50%	11.09%
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	10.77%	\$114,833	10.91%	11.06%
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	9.47%	\$101,008	-1.01%	9.29%
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	9.74%	\$103,792	0.39%	8.13%
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	10.45%	\$111,437	13.12%	8.68%
April	7.95%	\$92,731	-2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	8.54%	\$91,057	-2.86%	7.59%
May	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,944</b>			<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$1,197,062</b>			<b>100.00%</b>	<b>\$1,066,050</b>		

**Annual Comparison by Month**

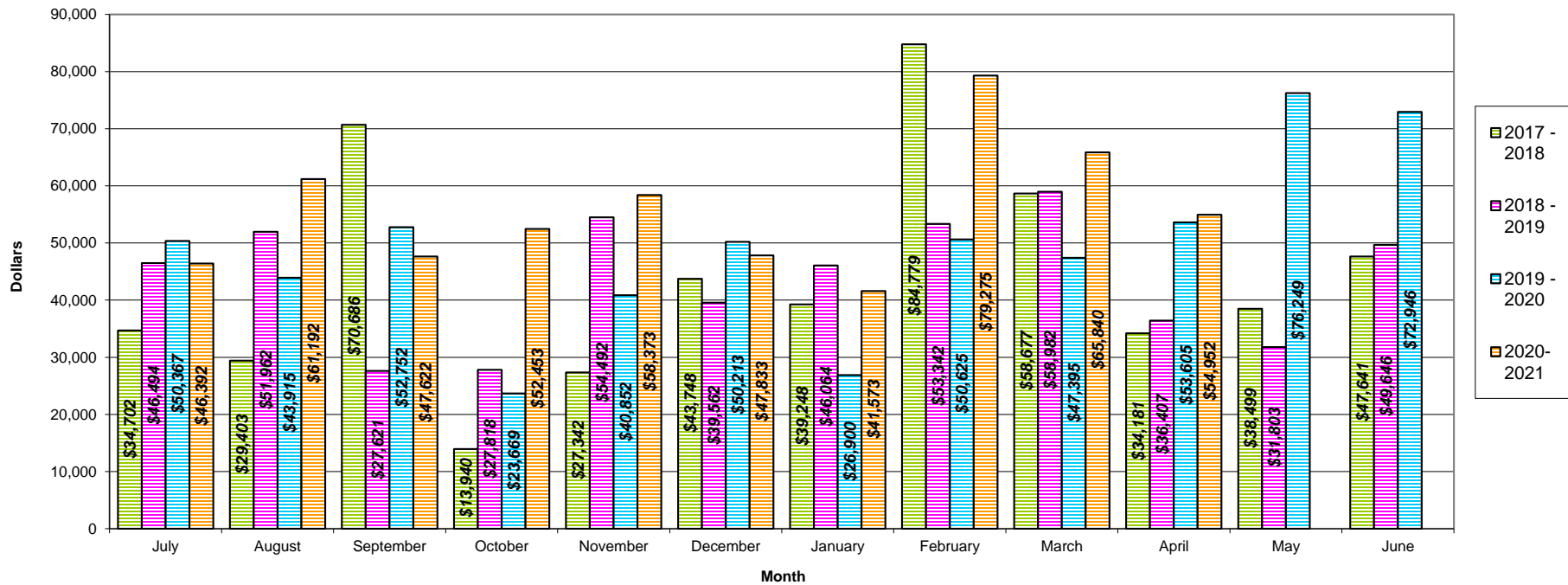


**City of Moberly**  
**Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#31.

	2017 - 2018				2018 - 2019				2019 - 2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	8.35%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	11.02%	\$61,192	39.34%	14.11%
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	8.57%	\$47,622	-9.73%	5.56%
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	9.44%	\$52,453	121.61%	21.65%
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	10.51%	\$58,373	42.89%	25.75%
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	8.61%	\$47,833	-4.74%	19.90%
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	7.48%	\$41,573	54.55%	23.13%
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	14.27%	\$79,275	56.59%	28.12%
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	11.85%	\$65,840	38.92%	29.45%
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	9.89%	\$54,952	2.51%	26.17%
May	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$522,845</b>			<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$589,488</b>			<b>100.00%</b>	<b>\$555,505</b>		

**Annual Comparison by Month**

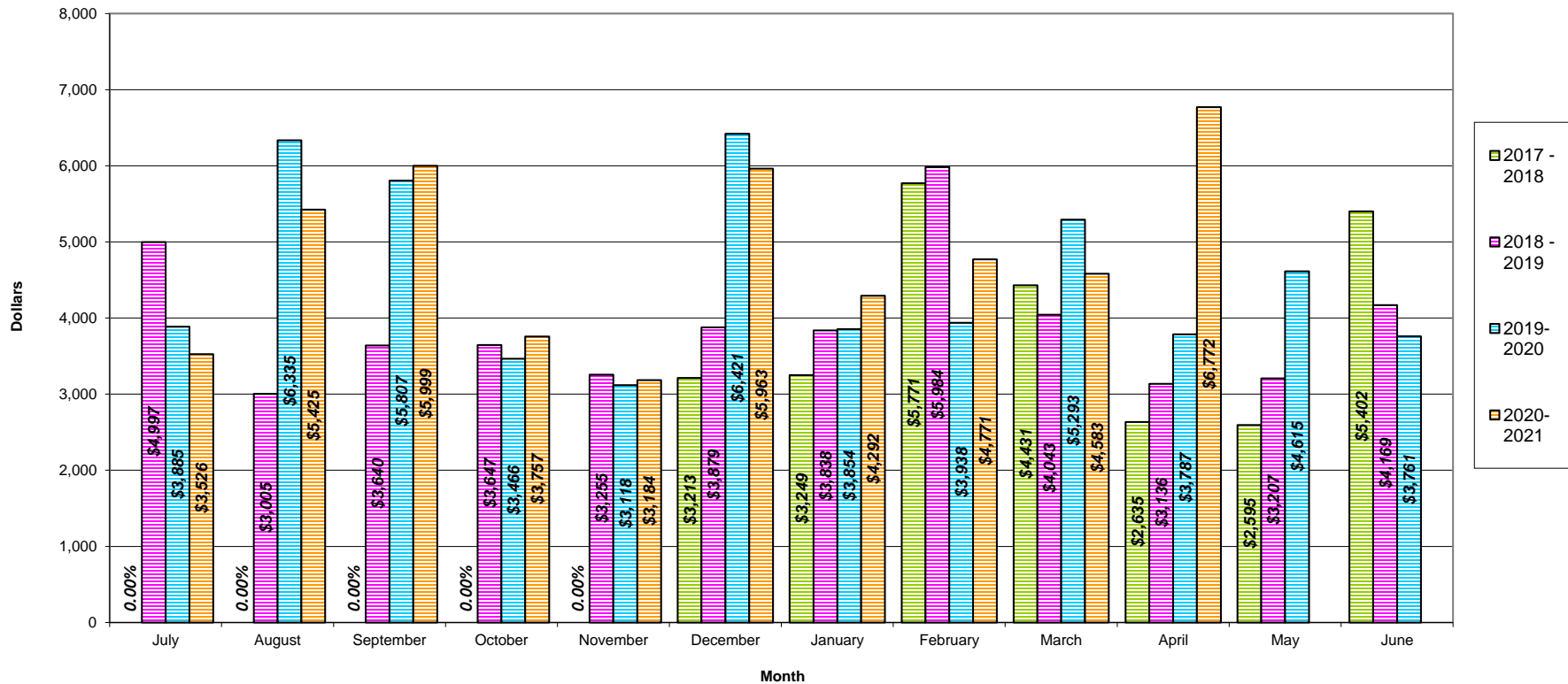


**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#31.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	7.31%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	11.24%	\$5,425	-14.37%	-12.42%
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	12.43%	\$5,999	3.32%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	7.78%	\$3,757	8.39%	-4.03%
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	6.60%	\$3,184	2.09%	-3.19%
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	12.35%	\$5,963	-7.14%	-4.06%
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	8.89%	\$4,292	11.36%	-2.25%
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	9.88%	\$4,771	21.14%	0.25%
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	9.49%	\$4,583	-13.42%	-1.47%
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	14.03%	\$6,772	78.83%	5.15%
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$48,271		

**Annual Comparison by Month**



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement**  
**March 2021**

<u>Income</u>	<u>July 2020 - March 2021</u>	<u>July 2019 - March 2020</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	9,397.00	6,789.79	2,607.21	38.40%
4901 Interest Income	200.25	13,026.53	(12,826.28)	-98.46%
4950 Employer Contributions	1,047,301.16	1,031,903.03	15,398.13	1.49%
4951 Employee Contributions	208,821.06	136,719.81	72,101.25	52.74%
4952 Employee Cobra Payments	9,243.53	5,930.59	3,312.94	55.86%
4953 Reinsurance Refunds	93,475.29	142,203.30	(48,728.01)	-34.27%
4954 Employee Buy-up Premiums	<u>3,693.00</u>	<u>0.00</u>	<u>3,693.00</u>	<u>0.00%</u>
Total Income	1,372,131.29	1,336,573.05	35,558.24	2.66%
 <u>Expenditures</u>				
5406 Contracted Services	1,050.00	1,240.00	(190.00)	-15.32%
5806 Miscellaneous	3,000.00	0.00	3,000.00	100.00%
5817 Bank Fees	789.08	622.94	166.14	26.67%
5850 Health Claims Paid	638,255.77	975,104.21	(336,848.44)	-34.54%
5851 Pharmaceuticals	234,175.78	255,248.78	(21,073.00)	-8.26%
5852 Reinsurance Premiums	264,117.29	243,369.02	20,748.27	8.53%
5853 Life Insurance Premiums	18,476.38	22,880.09	(4,403.71)	-19.25%
5854 Medical Claims Admin Fees	29,391.78	14,715.23	14,676.55	99.74%
5855 Dental Claims Admin Fees	3,926.00	3,591.25	334.75	9.32%
5857 Dental Claims Paid	57,933.90	58,376.20	(442.30)	-0.76%
5858 HSA Account Fees	<u>140.00</u>	<u>0.00</u>	<u>140.00</u>	<u>100.00%</u>
Total Expenditures	<u>1,251,255.98</u>	<u>1,575,147.72</u>	<u>(323,891.74)</u>	<u>-20.56%</u>
 <b>Net Income (Loss)</b>	 <b><u>120,875.31</u></b>	 <b><u>(238,574.67)</u></b>	 <b><u>359,449.98</u></b>	 <b><u>-150.67%</u></b>



**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet**  
**March 31, 2021**

<u>ASSETS</u>	<u>March 31, 2021</u>	<u>March 31, 2020</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>481,687.90</u>	<u>273,648.37</u>	<u>208,039.53</u>	<u>76.02%</u>
Total Current Assets	<u>481,687.90</u>	<u>273,648.37</u>	<u>208,039.53</u>	<u>76.02%</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>
<b>TOTAL ASSETS</b>	<b><u>481,687.90</u></b>	<b><u>273,648.37</u></b>	<b><u>208,039.53</u></b>	<b><u>76.02%</u></b>
<u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>360,812.59</u>	<u>512,223.04</u>	<u>(151,410.45)</u>	<u>-29.56%</u>
Net Income (Loss)	<u>120,875.31</u>	<u>(238,574.67)</u>	<u>359,449.98</u>	<u>-150.67%</u>
Total Equity	<u>481,687.90</u>	<u>273,648.37</u>	<u>208,039.53</u>	<u>76.02%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>481,687.90</u></b>	<b><u>273,648.37</u></b>	<b><u>208,039.53</u></b>	<b><u>76.02%</u></b>



**City of**

**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

300 N Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

**Division of Criminal Investigation  
Monthly Report  
March 2021**

1. Abuse of a Child: Suspect: DG, W/M, 35 yoa; Victim: BG, W/M, 10 yoa. Reports sent to RCPA.
2. Child Molestation- Suspect -TF, W/M, 21 yoa; Victim DF, W/F, 13 yoa. Cased Closed, unfounded.
3. Child Molestation- Suspect- SD, W/M, 42 yoa; Victim KJ, W/F, 9 yoa. Reports sent to RCPA.
4. Rape: Suspect JS, 41 yo, W/M, Victim: KG, 12 yo, B/F, Disposition: Reports sent to RCPA
5. Assault: Suspect- LH, 38 yo, W/M, Victim: CH, 18yo, W/M, Disposition: Reports sent to RCPA.
6. Federal Warrant for Drug Trafficking Case: Suspect; AC, W/F, 35 yoa, Victim; United States of America, Disposition; Reports sent to AUSA Western District
7. Endangering the Welfare of a Child 2<sup>nd</sup>: Suspect; PM, W/F, 23 yoa, Victim; JC, W/F, 5 yoa, Disposition; Reports sent to RCPA
8. Endangering the Welfare of a Child 2<sup>nd</sup>: Suspect; PM, W/F, 23 yoa, Victim; CM, W/M, 3 yoa, Disposition; Reports sent to RCPA
9. Endangering the Welfare of a Child 2<sup>nd</sup>: Suspect; PM, W/F, 23 yoa, Victim; AR, W/F, 2 yoa, Disposition; Reports sent to RCPA
10. Rape 1<sup>st</sup>: Suspect; KG, B/M, 49 yoa, Victim; DM, W/F, 55 yoa, Disposition; Reports sent to RCPA.

11. DWS/R 2<sup>nd</sup>: Suspect; DP, W/M, 25 yoa, Victim: State of Missouri, Disposition;  
Reports sent to RCPA.

<b>Cases Cleared.....</b>	<b>11</b>
<b>Interviews.....</b>	<b>102</b>
<b>Interrogations.....</b>	<b>12</b>
<b>Reports Written.....</b>	<b>106</b>

### **Special Assignments**

Monthly Report  
 Monthly Report  
 Completed Paycom for detective unit.  
 Approved numerous reports for Detective Unit.  
 Tagged numerous body camera videos.  
 Interrogation of suspect in Statutory Rape investigation.  
 Assisted with Assault investigation and search for suspect.  
 Assisted FBI Task Force with arrest of wanted subject.  
 Conducted follow up on Sexual Assault Investigation.  
 Assisted with search for runaway juvenile.  
 Responded to suspected overdose.  
 Consulted with Child Abuse Hotline supervisor about Hotline reports being coded wrong.  
 Made an online Child Abuse Hotline report.  
 Completed CAC Referral Form and emailed to Rainbow House.  
 Court in Huntsville.  
 Attended forensic interview for Sexual Abuse investigation in Columbia.  
 Assisted with a Child Abuse/ Child Pornography investigation.  
 Assisted Patrol Division with a domestic abuse.  
 Assisted with K-9 search at High School, Middle School, and Alternative School.  
 Completed and sent referral to Rainbow House for forensic interview for Sexual Abuse investigation.  
 Conducted interviews/ interrogations in reference to Child Abuse investigation.  
 Completed and sent referral to Rainbow House for forensic interview for Child Abuse investigation.  
 Interviewed witness for Child Molestation investigation.  
 Attended Child Forensic Interview in Columbia for Child Abuse investigation.  
 Attended Child Forensic Interview in Columbia for Child Abuse investigation.  
 Attended Child Forensic Interview in Columbia for Child Sexual Abuse investigation.  
 Assisted Huntsville PD with a Burglary investigation.  
 Conducted second interview with victim in Sexual Assault investigation.  
 Attended Supervisors Meeting.



## City of

### Police Department

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

300 N Clark Street  
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Phone: 660-263-0346  
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### Assisted Dispatch

Forensic interview for sexual assault case  
Forensic interview for sexual assault case  
Forensic interview for sexual assault case  
Assisted with child physical abuse case  
Forensic interview for physical abuse case  
Assisted patrol in barricaded subject  
Typed Search warrant for barricaded subject  
Executed search warrant in reference to locating firearm used in assault case  
Interview with possible witnesses to sexual assault case  
Forensic Interview for sexual assault case  
Rainbow House for a safe exam of a sexual assault victim  
Delivered reports to CPD for sexual assault case  
Interview with Burrell Counselor in reference to sexual assault disclosure  
Contact with subject to assist CPD in child custody issue  
Contact with the mother of sexual abuse victim  
Photographed house for assault case  
Forensic interview for assault case  
Interrogation of assault suspect  
Assisted detective unit in locating possible sexual assault victim  
Assisted patrol on field contact in reference suspicious person being at the high school  
Assisted detectives in contacting sister of sexual assault suspect  
Assisted in attempting to located assault suspect  
Contact with witness of sexual assault case  
Axon BWC evidence audit  
Attended court  
Searched for person wanted for pointing a firearm at victim  
Assisted KCPD/FBI Task Force with apprehending suspect wanted for federal drug charges  
Investigated N-Referral  
Reviewed video surveillance for cases  
Made hotline reports to Children's Division  
Reviewed forensic video

Interviewed suspect in a child molestation case  
Search warrant for a robbery investigation  
SWAT training  
Attempted to locate suspect for child abuse/child molestation  
Attempted to locate suspects in child abuse/statutory rape case  
Interviewed wife of sodomy suspect  
Removed child from unfit living/dangerous conditions.  
Assisted SRO/Boone County SO with K9 Sniff of Moberly School District grounds/student vehicles  
Assisted with Child Abuse and Neglect case  
Interviewed witnesses in Sodomy 1<sup>st</sup> case.  
Drove to the Marion County Jail to interview suspect in child abuse/molestation investigation  
SWAT callout for armed criminal barricade  
Assisted with search warrant for attempted assault with a firearm  
Search warrant for Facebook records in reference to child pornography investigation  
Conducted traffic stop on person known for drug activity  
Scheduled active threat training with Orschlen's LLC  
Submitted search warrant to Facebook  
Attempted contact with potential victim of rape

Respectfully Submitted,  
Tracey Hayes  
Commander



04/02/21  
08:27

Moberly Police Department  
Total CAD Calls Received, by Nature of Call

Page: 343  
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	2	0.22
Accident/Motor Vehicle	39	4.29
Alarm Call	26	2.86
Animal Bite	1	0.11
Animal Complaint	28	3.08
Assault	6	0.66
Assist Other Agency	33	3.63
Assist Public/Employee	56	6.16
Building Check	195	21.45
Burglary	3	0.33
Damage Property	5	0.55
Domestic Abuse	9	0.99
DWI	2	0.22
E911 Check	4	0.44
Extra Watch	1	0.11
Field Contact	16	1.76
Fire Call	1	0.11
Found Property/Contraband	9	0.99
Fraud	1	0.11
Funeral Escort	2	0.22
Harassment	9	0.99
Health Safety	1	0.11
Intoxicated Person	1	0.11
Keeping the Peace	3	0.33
Lost Property	1	0.11
Medical Assist\RCAD	1	0.11
Missing Person	4	0.44
Parking Violation	14	1.54
Peace Disturbance	45	4.95
Rape	1	0.11
Security Escort	7	0.77
Sex Offenses	5	0.55
Special Assignment	4	0.44
Stealing	36	3.96
Suicide/Suicide Attempt	1	0.11
Suspicious Activity	42	4.62
Suspicious Person	11	1.21
Suspicious Vehicle	12	1.32
Traffic Complaint	221	24.31
Trespass/Refusing to Leave	6	0.66
Warrant Arrest	23	2.53
Try to Contact/Well-Being	22	2.42
Total Calls:	909	

Report Includes:

All dates between `00:00:01 03/01/21` and `23:59:59 03/31/21`  
 All nature of incidents  
 All cities matching `MOB`  
 All types  
 All priorities  
 All agencies matching `1`

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_aspilman\r

**Moberly Fire Department  
March Monthly Report  
2021**

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## *City of Moberly Fire Department*

***Emergency Dial 911***

***Station #1 660-269-8705 EXT 2032***

***65270-1520***

***Fax# 660-263-0596***

***Chief***

***E-mail jwasham@moberlyfd.com***

***Station #2 660-263-4121***

***310 N. Clark  
Moberly, MO***

***Interim Fire***

***Jerry Washam***

To: Mayor and City Council  
From: Jerry Washam, Interim Fire Chief  
Date: March 2021  
Re: March Monthly Council Report:

- Last month the fire department responded to 64 incidents, our incidents numbers for March is up 6 incidents from February.
- We had no Covid-19 in the department during the month of March. We have all the employees healthy. Our employees are still disinfecting and taking the precautions at EMS incidents, also at the Stations. WE had one employee out two shifts due to spouse having Covid.
- CFO inspections and gas appliance inspections are also staying steady.
- The Department continues training on fire related subjects and Health and Wellness. We continue to work towards the 240 hrs of training per person per year. This is what ISO requires.
- Repairs have been made to Engine 305 and the apperatus is running good.

### Notice for April 2021

- Still planning a Firefighter I&II course for new hires.
- Still gathering information and pricing for remodeling the exterior of Station #2 and bathrooms at Station 1.
- Preparing to fill firefighter opening due to Leathers retirement.
- Preparing for the new Fire Chief's arrival.
- Preparing for Annual Business Inspections and Preplans.
- Preparing for Annual Hydrant Testing.
- Preparing EMP Grant Application



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:
300 Pickup	16
2007 Chevy	
302 Saber	36
303	4
304 Contender	23
306 Reg. Cab	1
P/U	
310 P/U	1
313 Command	1
Vehicle	
POV	1
<b>Total Number of Incidents: 64</b>	

**Report Filter Settings**

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '3/1/2021 12:00:00 AM' and '3/31/2021 11:59:59 PM'



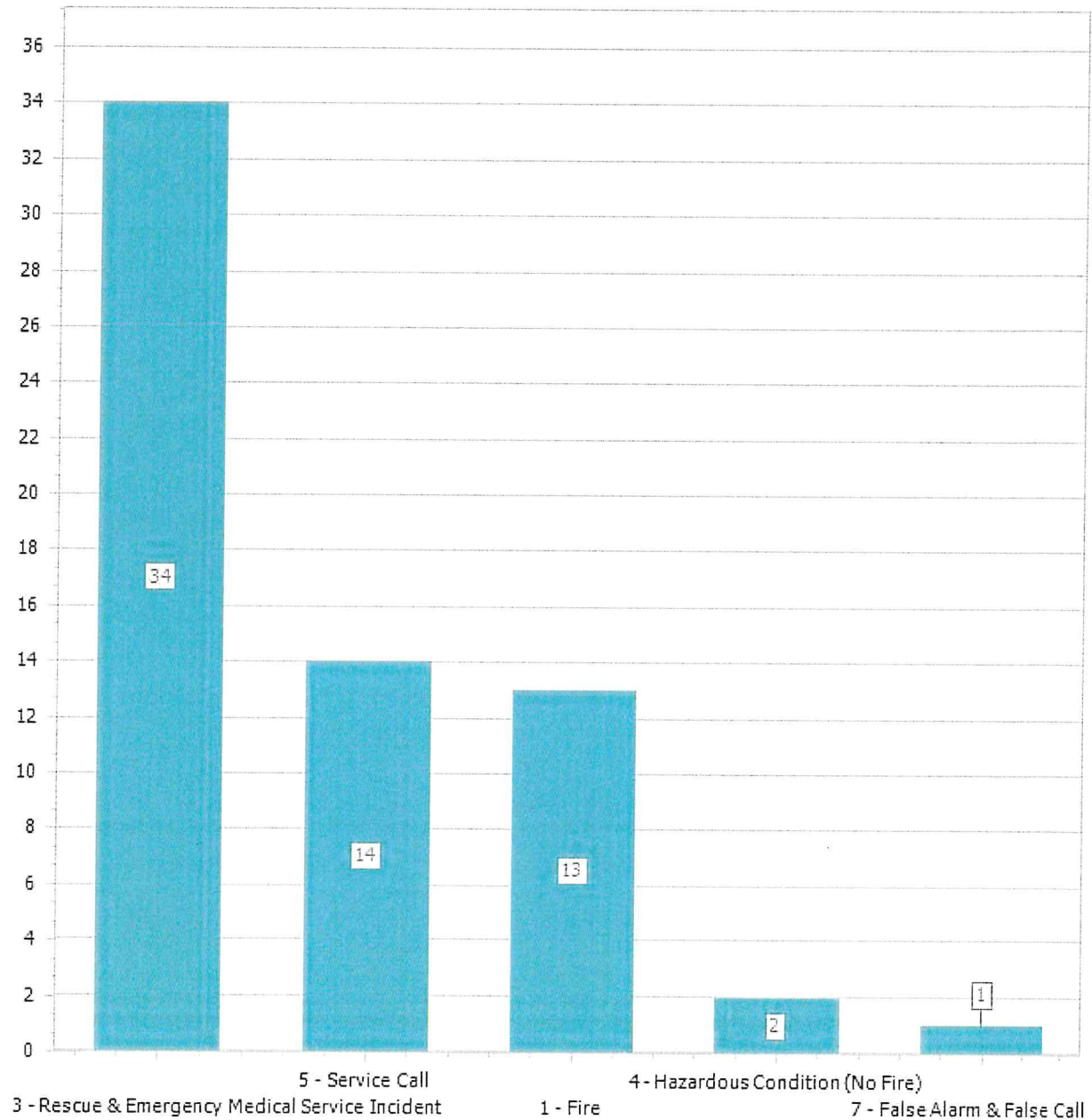


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Incident Type Series, Detailed



**Incident Type:** 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2100127	0	3/1/2021 12:01:45 PM	901 S Morley ST, Moberly, MO 65270
2100131	0	3/2/2021 4:48:21 PM	1204 MORLEY #14, Moberly, MO 65270
2100134	0	3/3/2021 12:33:00 PM	609 GRAND, Moberly, MO 65270
2100139	0	3/6/2021 10:36:14 AM	1533 Myra ST, Moberly, MO 65270
2100140	0	3/6/2021 2:36:51 PM	630 PORTER, Moberly, MO 65270
2100141	0	3/6/2021 6:32:50 PM	306 COLLEGE, Moberly, MO 65270
2100143	0	3/7/2021 12:21:30 PM	501 Roberts ST, Moberly, MO 65270
2100144	0	3/7/2021 1:31:37 PM	127 BEDFORD, Moberly, MO 65270
2100145	0	3/7/2021 4:59:01 PM	1307 WATSON, Moberly, MO 65270
2100146	0	3/8/2021 1:24:32 PM	537 UNION, Moberly, MO 65270
2100152	0	3/10/2021 12:33:47 AM	205 Bedford, Moberly, MO 65270
2100170	0	3/17/2021 5:05:30 PM	414 Vincil ST, Moberly, MO 65270
2100177	0	3/21/2021 10:26:51 AM	121 JOHNSON, Moberly, MO 65270

**Total Incidents: 13****Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2100129	0	3/1/2021 4:59:53 PM	906 Myra ST, Moberly, MO 65270
2100130	0	3/2/2021 2:09:36 PM	1122 LOWRY, Moberly, MO 65270
2100132	0	3/2/2021 6:13:49 PM	1600 MORLEY, Moberly, MO 65270
2100133	0	3/2/2021 8:24:38 PM	1711 MORLEY, Moberly, MO 65270
2100135	0	3/3/2021 2:38:52 PM	650 PARK, Moberly, MO 65270

2100136	0	3/4/2021 3:14:34 PM	212 Epperson ST, Moberly, MO 65270
2100137	0	3/6/2021 12:15:11 AM	326 MORLEY, Moberly, MO 65270
2100138	0	3/6/2021 9:45:48 AM	1000 S Williams ST #407, Moberly, MO 65270
2100142	0	3/7/2021 4:19:13 AM	1831 1831 Ravenwood, Moberly, MO 65270
2100149	0	3/9/2021 7:20:09 AM	916 SHELBY, Moberly, MO 65270
2100150	0	3/9/2021 9:05:51 PM	54 KENNEDY, Moberly, MO 65270
2100151	0	3/9/2021 10:07:49 PM	625 CARPENTER, Moberly, MO 65270
2100153	0	3/10/2021 8:05:17 PM	W Coates ST & N Clark ST, Moberly, MO
2100154	0	3/10/2021 9:18:53 PM	906 Myra ST, Moberly, MO 65270
2100155	0	3/11/2021 5:50:51 AM	1177 MORLEY, Moberly, MO 65270
2100158	0	3/13/2021 4:05:59 AM	428 MADISON, Moberly, MO 65270
2100159	0	3/13/2021 6:21:25 AM	1204 MORLEY, Moberly, MO 65270
2100160	0	3/14/2021 2:07:07 PM	205 FARROR, Moberly, MO 65270
2100163	0	3/16/2021 2:04:05 AM	808 HIGHWAY 24, Moberly, MO 65270
2100165	0	3/17/2021 3:07:46 AM	205 Farror St. #409, Moberly, MO 65270
2100167	0	3/17/2021 10:56:38 AM	205 FARROR #409, Moberly, MO 65270
2100169	0	3/17/2021 3:27:05 PM	205 FARROR #409, Moberly, MO 65270
2100172	0	3/19/2021 6:38:09 PM	1378 Lantern pointe PTS, Moberly, MO 65270
2100173	0	3/20/2021 12:47:07 PM	810 SINNOCK, Moberly, MO 65270
2100174	0	3/20/2021 3:50:32 PM	810 SINNOCK, Moberly, MO 65270
2100176	0	3/21/2021 9:41:00 AM	531 Garfield AVE, Moberly, MO 65270
2100179	0	3/21/2021 9:11:11 PM	1204 MORLEY, Moberly, MO 65270
2100180	0	3/22/2021 7:46:37 AM	1831 Ravenwood DR #8, Moberly, MO 65270

2100181	0	3/22/2021 3:37:54 PM	909 PORTER, Moberly, MO 65270
2100182	0	3/23/2021 5:08:00 PM	W Highway 24 & W County Road 2245, Moberly, MO
2100186	0	3/25/2021 10:24:17 PM	601 CONCANNON, Moberly, MO 65270
2100187	0	3/26/2021 7:46:04 PM	1403 MORLEY, Moberly, MO 65270
2100188	0	3/29/2021 9:20:55 AM	145 BEDFORD, Moberly, MO 65270
2100189	0	3/30/2021 5:18:55 PM	304 GRATZ BROWN, Moberly, MO 65270

**Total Incidents: 34**

**Incident Type:** 4 - Hazardous Condition (No Fire)

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100157	0	3/11/2021 9:30:00 PM	1026 Henry, Moberly, MO 65270
2100168	0	3/17/2021 2:02:30 PM	W McKinsey ST & S Williams ST, Moberly, MO

**Total Incidents: 2**

**Incident Type:** 5 - Service Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100128	0	3/1/2021 4:00:00 PM	458 E Burkhart ST, Moberly, MO 65270
2100147	0	3/8/2021 8:17:17 PM	1410 HULEN, Moberly, MO 65270
2100148	0	3/9/2021 3:50:00 AM	1216 Concannon, Moberly, MO 65270
2100156	0	3/11/2021 11:35:00 AM	625 Taylor, Moberly, MO 65270
2100161	0	3/15/2021 9:58:00 AM	303 W Reed ST, Moberly, MO 65270
2100162	0	3/15/2021 10:32:00 AM	124 W Reed ST, Moberly, MO 65270
210064	0	3/16/2021 4:00:00 PM	411 Shumate DR, Moberly, MO 65270
2100164	0	3/16/2021 11:50:54 PM	AUSTIN, Moberly, MO 65270
2100166	0	3/17/2021 8:50:30 AM	207 W Reed ST, Moberly, MO 65270

2100171	0	3/18/2021 10:37:46 AM	109 THOMPSON, Moberly, MO 65270
2100178	0	3/21/2021 8:23:21 PM	7 WILLOTT, Moberly, MO 65270
2100185	0	3/24/2021 1:25:00 PM	120 S Clark ST, Moberly, MO 65270
2100183	0	3/24/2021 1:45:00 PM	612 W Coates ST, Moberly, MO 65270
2100184	0	3/24/2021 2:30:00 PM	1335 Lantern Pointe LOOP, Moberly, MO 65270

**Total Incidents: 14**

**Incident Type:** 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2100175	0	3/20/2021 5:50:00 PM	1823 Robertson RD, Moberly, MO 65270

**Total Incidents: 1**

**Total Number of Distict Incidents: 64**

**Total Number of Distict Incident Types: 20**



**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '3/1/2021 12:00:00 AM' and '3/31/2021 11:59:59 PM'

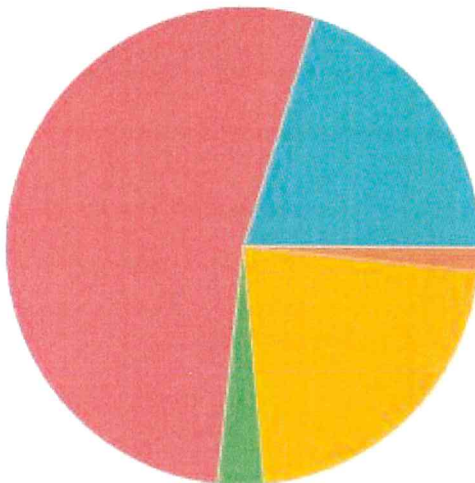


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	1	1.56%
131 - Passenger vehicle fire	1	1.56%
142 - Brush or brush-and-grass mixture fire	3	4.69%
1513 - Yard Waste/ Refuse Fire	6	9.38%
1514 - Recreational Fire	1	1.56%
154 - Dumpster or other outside trash receptacle fire	1	1.56%
311 - Medical assist, assist EMS crew	1	1.56%
3112 - Lift Assistance	13	20.31%
3113 - Standby, No care provided	1	1.56%
320 - Emergency medical service incident, other	1	1.56%
321 - EMS call, excluding vehicle accident with injury	17	26.56%
322 - Motor vehicle accident with injuries	1	1.56%

<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
445 - Arcing, shorted electrical equipment	1	1.56%
463 - Vehicle accident, general cleanup	1	1.56%
5001 - Gas Appliance Inspection	6	9.38%
5005 - CFO Inspection	3	4.69%
5311 - Report of odor with nothing found	3	4.69%
551 - Assist police or other governmental agency	1	1.56%
553 - Public service	1	1.56%
735 - Alarm system sounded due to malfunction	1	1.56%
<b>Total Number of Incidents:</b>	<b>64</b>	
<b>Total Number of Incident Types:</b>	<b>20</b>	

Incident Type	Total Incidents	Percent
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**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 '3/1/2021 12:00:00 AM' and '3/31/2021 11:59:59 PM'

**Director – Troy Bock**

- Depot Park is looking great with the new sidewalks and sod. Soon, a blue table (non-solar) to match the existing solar table will arrive and be placed south of the clock tower where the Christmas tree stands in November/December. It will really tie everything together. These items along with the pavilion and restroom have Depot Park looking pretty sharp as planned.
- GreatLIFE MidMO is working on additional marketing. They have already been more active on Facebook and are working on some paid social media for the coming weeks. They will also be working on some table toppers and banners for the clubhouse.
- GreatLIFE memberships are reported to be nearing 200 total across all their membership types. Brian Crane and I met with Bryan Minnis and Eric Brown recently to look at the grounds and get an update on the operation. I hope to have monthly meetings with Minnis to ensure communication and coordination. Eric Brown and I meet more regularly.
- Based on feedback from the joint meeting of Park Board and Council, the site plan that will be moved forward for the Tannehill splash pad will include above ground features. We hope in the next few weeks to be able to begin a process – likely an RFQ process – for the ultimate design, bid, and construction oversight. This summer, we will bring documents to Park Board and Council accordingly.
- The new Beaverson roofs are complete at the Athletic Complex and look great.
- I recently renewed my Certified Parks and Recreation Executive certification. Renewal with requisite continuing education credits is required every three years.

**Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Assisted in planning and hosting the 2021 All League registration night.
- Communicated with both the Optimist and Midget League contacts ball league information, i.e. insurance, registration information, etc.
- Awarded Keithly Photography the 2021 Picture bid for the department's softball leagues.
- Ordered consignment tickets for the 2021 season. This is something we were unable to offer in 2020, so happy to have this program back for 2021.
- Oversaw day to day operations of Parks and Recreation Office.

**Dirk Miller – Park Superintendent**

- Water turned back on at Complex and Pool. Installed new water coolers with bottle fillers at both locations.
- Performed work at Complex Concession stand to get it in better order for the 2021 season.
- Replaced two water hydrants at Thompson Campground to “in-ground heated” hydrants.
- Added seven pallets of sod to Depot Park; planning on pouring pad for grill.
- Installed “Depot District” sign after pouring concrete pad at the former “Welcome to Historic Moberly” sign near Depot Park.
- Working on cleaning up Pool and making a baffle for drains.
- Removed the old Paddle Boat dock and ramp. Prepping for new concrete pad and dock later in April.
- Removed faulty swing at Shelter #3 and Candy Cane City. Ordering new swings.
- Tilled Rodeo Arena and began mowing, spraying for weeds.
- On Wednesday, March 10<sup>th</sup>, Park hosted the Covid vaccinations.
- Ordered new LED light bulbs for the Complex parking lot. This will add to the amount that has been changed over to LED.



### **Jacob Buntten-Athletic Complex Supervisor/Sports Manager**

#### **Athletic Complex:**

- New roofs were installed on the concession stand building and the east and west restroom buildings.
- Water turned on in facilities for the season.

#### **Sports:**

- Moberly Parks and Recreation, The Moberly Optimist League, and Moberly Midget League held their sports registration night where parents could come and register their children for the various leagues.
- Began preparation for the Westran Classic Tournament.
- Funbrellas and batting cage nets were put up for the upcoming season.

### **Amanda Warder – Recreation Supervisor**

#### **Aquatics:**

- Lifeguard training is almost complete. Orientation will happen over a few days in May to get new guards incorporated into the right mindset for the season.
- Training materials for Adaptive Swim lessons and Traditional lessons has been received and the selection process for teachers has begun.

#### **Concessions:**

- The stand has been completely revamped and looks great thanks to the park guys! It is going to run with efficiency, and I am very excited for the season to start.
- Food handler's licenses are starting to be completed, and everyone will be up to date by the time first games roll around.

#### **Events:**

- Egg Hunt Hop through the Park was a huge success, and we received a lot of compliments from the public.
- Getting Ready for Discover Nature Fishing in May and the Mother Daughter Tea.



# Monthly Report

## March 2021

#31.

		2021	2020
Parks	Thompson Campground	83	Daily(72) Monthly(11) 37
	Misc Thompson Campground	-	-
	Miscellaneous Park Fees	\$258.20	Scrap Metal \$0.00
	Overnight Fishing Passes	3	Overnight fishing passes 0
	Paddleboat Rental	-	-
	Canoe Storage	\$25.00	1 Boat Storage \$25.00
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	-	-
	Agricultural Barns	-	-
	Equestrian Area/	-	-
	Rodeo Ground	-	-
	James Youth Center	11	Boyscout Meetings(2) Bridal Shower(1) Birthday Party(1) 4-H Meetings(4) Celebration of Life/Funeral Dinners(2) Primary Purpose of Narcotics Anonymous Event(1) 3
	Lodge	8	MASA Clinic(1) COVID Clinic(6 days blocked for initial and follow-up shot) Rotary(4) DAR Trivia Night(1) Excel Graduation(1) 3
	Lion's Beuth Park	-	-
	Fox Park (entire)	-	-
	Fox Park Pickleball/ Tennis Courts	-	-
	Tannehill Park	-	-
	Depot Park	-	-
	5K Routes	1	5K held on trail system/Project Rescue(1) 1
		2021	2020
'Courts	Red 1	-	-
	Red 2	-	-
	Blue 1	-	-
	Blue 2	-	-
	Blue 3	-	-
	Green 1	-	-
	Green 2	-	-
	Green 3	-	-
	Green 4	-	-
	Green 5	-	-
	Green 6	-	-

Fields/	Groeber	1	Internal: Blocked for 31 days due to field renovations	0
	Meinert	1	Internal: Blocked for 31 days due to field renovations	0
	Patrick	1	Internal: Blocked for 31 days due to field renovations	0
	Fox Field	1	Internal: Blocked for 31 days due to field renovations	0
	Batting Cages	-		-
	Shelter 1 Tennis Courts	-		-
	Wilhite Tennis Courts	-		-
		2021		2020
Shelters	Shelter 1	-		-
	Shelter 3	-		-
	Shelter 5	-		-
	Fox Park Shelter	-		-
	Klein Shelter	-		-
	Lake Pavilion	-		-
	Riley Pavilion	1	COVID Clinic(6 days blocked for initial and follow-up shot)	0
	Meditation Garden and Legacy Overlook	-		-
		2021		2020
Auditorium			Altrusa Trivia Night(1) Swift Prepared Foods Job Fair(1 res. For 2 days) Craft Show(1) America's Best Pageant(1 res. For 2 days) Priviate Organizational event(1)	
	Entire Facility	6	Internal: All Sports registration night(1)	1
		2021		2020
Aquatic Center	Entire Facility	-		-
	Party Area	-		-

Recreation

0	Lego Camp (Unable to be held in 2021)	22
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# APRIL REPORT

## 2021

### SOCIAL MEDIA STATS

#### LIKES/FOLLOWS

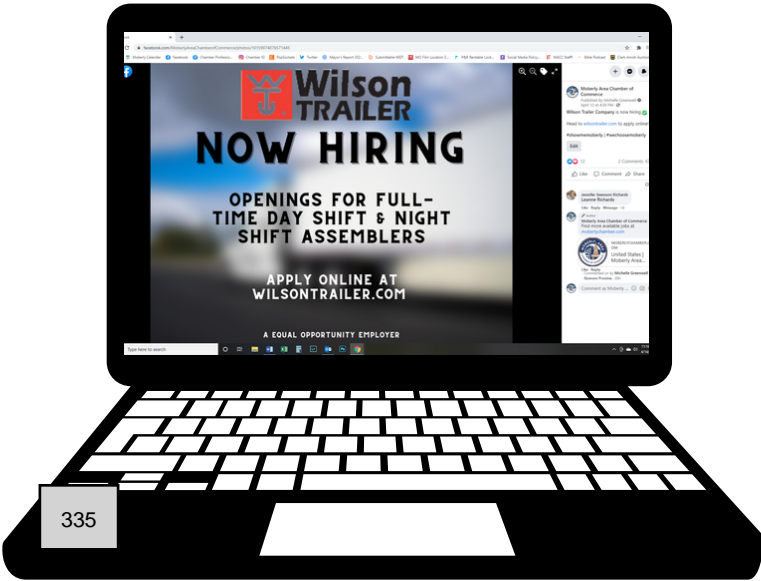
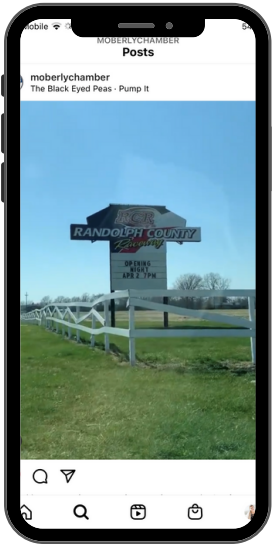
Month	Facebook	Instagram	Twitter
February	5,052	959	474
March	5,098	974	475
April	5,195	976	481

#### TOP POSTS FOR APRIL

(UNPAID)

Randolph County Raceway  
Ribbon Cutting Video  
54 likes & 1,366 video plays

Wilson Trailer Hiring Post  
Reached 4,082 people





## Rothwell Park Ad

Medium	Date Ad Ran	Reach	Impressions	Likes	Comments	Shares	Amount Spent
Facebook/Instagram	Feb 1 - March 31	58,292	121,055	285	45	111	\$300



## 2021 AD SPEND

Media	2019	2020	2021
Digital	\$10,644.12	\$8,530.54	\$600
Show me strong digital	0	\$2,989.99	
print	\$800.00	\$1,200.00	
Radio	0	\$4,998.00	
SEM	\$1,332.93	\$3,465.62	\$831.08
Billboard	0	\$2,000.00	
Total:	\$12,777.05	\$23,184.15	\$1,431.08

- Executed commercial video shoot that was held on Friday, April 16th
  - This video will be used for YouTube TV Commercials & a KOMU Commercial

## OWNED COMMUNICATION ASSETS



- Published monthly newsletter with a 25.1% open rate (how many people opened it) and a 12.2% click through rate (how many people clicked on articles/links in the newsletter)
- Published monthly blog "Unexpected small town recreational destination"
- Updated tourism website to reflect 2021 updates/changes
- Continued adding 2021 events to the community calendar
- Created graphics, videos and all other social media posts

## CAMPGROUND STAYS

	Jan	Feb	March
Daily Rentals	22	37	72
Monthly Rentals	11	11	11
Total:	33	48	48



# ADDITIONAL ITEMS

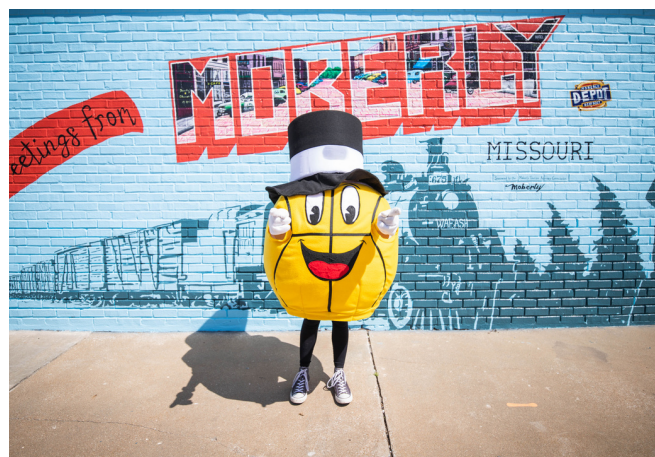
#31.



- Hosted a tourism committee meeting with all county partners
- Presented at Huntsville Rotary
- Working with Show Me Missouri to write an article about Moberly
- Communicated with partners on additional events
- Posted 2021 Bicentennial events on social
- Met with Lucky's owners on tourism
- Reached out to Tour of Honor Ride organizers

## PLANNED ACTIVITIES

- Finalized contract plans & funding to bring Gus Macker, continued planning Junk Junktion
  - Help organize press conference
- Hosted a tourism committee with all county partners
- Presented to city council & tourism commission
- Reached out to tourism partners on 2022 events
- Revise and redistribute the 2018 Tourism Survey electronically to gather updated Tourism Data and determine Tourism growth.



## MONTHLY BILLING

Item # Description	Jan	Feb	March	April	
102.000.521: Advertising	\$1,500	\$1,500	\$1,500	\$1,500	
102.000.540: Contract Labor	\$5,000	\$5,000	\$5,000	\$5,000	
102.000.541: Administrative Fees	\$583	\$583	\$583	\$583	
102.000.550: Consultant Contract	\$417	\$417	\$417	\$417	
Total:	\$7,083	\$7,083	\$7,083	\$7,083	

Director of Utilities Monthly Report, Mary West-Calcagno, Director  
March 2021 (Presented at the April meeting)

**Director's Summary**

**Utilities Department Financial Stats:**

**Utilities Financial Update:** Please find a snapshot of the monthly financials for Utilities Operating Account below.

Revenues							
Date	Water Revenue	% of Water Rev Proj	Sewer Revenue	% of Sewer Rev Proj	Total Revenue	% of Total Rev Proj	Transfer to/(from) Reserves
Mar-21	\$ 213,715.31		\$ 286,239.58		\$ 537,854.75		\$(18,304.25)
Total YTD	\$1,821,182.68	76.9%	\$2,492,038.40	79.3%	\$4,556,351.98	77.2%	\$763,240.25
Expenses							
	Operations & Maintenance	O & M % of Proj Exp	Transfers Out Total		Total Expenses	% of Total Exp Proj	% of Fiscal YTD
Mar-21	\$ 399,784.31		\$ 515,761.89		\$ 546,282.49		
Total YTD	\$2,507,800.31	58.1%	\$4,355,143.16	78.1%	\$4,556,046.14	77.2%	75.0%

**Cold Weather Response:** The bills for leaks due to the cold weather and frozen and burst pipes hit this month and will likely continue into the billing period for some accounts into April. Adjustments where appropriate and payment arrangements are being made to assist customers with higher than normal bills if they cannot pay.

**Energy Solutions Professionals Project:** We are currently receiving 5492 meter readings via the AMI system. There are approximately 40 meters left to be installed before project completion. The installation crews wrapped up the final stages of the installation on April 9. A punch list will be developed for any outstanding items. The City staff will install the remaining 40 meters.

**Caselle Software:** The implementation of the software is progressing, with Caselle working on formatting the first data pull from gWorks/Summit.

**FEMA Emergency Declaration Disaster Funding:** Final paperwork to close out the funding will be submitted the week of April 19. All projects are completed, with a total of \$23,582.53 in grant funding received.

**Route JJ Sewer Extension:** Jacobs staff toured the project site including the alignment of the force main along Route JJ. Survey work is underway.

**Water Line Mapping:** Sam LLC has completed the field mapping of the water line valves and fire hydrants. The office work is complete. A draft set of maps has been sent to the City for review before the mapping is finalized and uploaded to our GIS website. Once this is completed, we will move into the storm sewer system mapping.

**EDA Infrastructure Grant:** Final approval of the engineering contract was received from the EDA Project Engineer. The six (6) projects included and the status of each is:

- **Morley St. Pump Station Retrofit** – Started design including options for converting to submersible pumps.
- **North Morley Water Main Loop** – Site visit and working with surveyors to get plans started. Worked through alternative to cut across instead of looping around, decided to stick with original alignment.
- **Sturgeon and Rollins Water Main Replacement** – Site visit and working with surveyors to get plans started.
- **Downtown Sewer Rehab** – Working on RFQ for CCTV work and preparing maps of area to be CCTV'd.
- **Downtown CSO Storage Facility** – Site visit and working with surveyors to get plans started. Drilling of area for soil borings will begin week of April 12.
- **Regional Stormwater Basin Improvements for MAIP** – Howe Company indicated plans will be finished by April 16.

**Swift Foods:** The pretreatment permit was issued effective April 12, 2021. A call was held with staff from Swift Foods, ES & S and the City to discuss sampling protocols during initial cleaning, start up, and ramp up to production. It was a good call and consensus was reached on the path forward.

**Sugar Creek Lake Dam Grout Project:** The contractor has been working on grouting the spillway area and along the west side of the dam to reduce the bypassing of water through the rock. Due to the high level of the lake and the time to utilize the siphon to drop the lake level, work has been halted to allow for drier weather to naturally lower the lake. The high lake level increased the amount of bypassing through the abutment and the volume and velocity of the water was washing the grout of the fractures in the rock faster than they could pump it in. Now that we have found the significant connection with the bypass, the drillers will return and continue with grouting this area. A change order will be put before the Council soon with the final anticipated costs.

**SRF Applications:** The applications for the S. Morley water line replacement, repair and coating of the clarifiers at the Water plant, and the construction of a new Northwest Lift Station to replace three failing lift stations were submitted to DNR by the March 1 deadline. These applications will be considered for the FY 2021-2023 intended use plans. The Heritage Hills Golf Course is proposed to be funded on the 2020-2021 intended use plan. A copy of the draft intended use plans will be published, and the City will be notified regarding our status. Updates will be provided to the Council as they are received. The next



step is to complete the due diligence questionnaire and submit it to DNR for review. Staff is working with Todd Goffoy of Piper Jaffray on the DDQ.

**Budget:** The budget draft was submitted and reviewed by Greg Hodge, Brian Crane and Mary West-Calcano. Revenue projections were increased slightly to account for increased revenue due to the meter change out and Swift Foods coming online.

**Utility Dept. Staffing:** The Department is still looking for part time help for the summer, but all full-time positions are currently filled.

#### **Dept. Summary:**

Drinking water produced:	32.621 MG (1.052MG/Day)
Wastewater Treated:	80.654 MG (2.602 MG/Day)
Wastewater from Combined Sewer Overflows:	63.457 MGM
Total precipitation for February	4.42 inches

Billing activity: 20,617,384 gallons of water in the amount of \$201,335.83 and 19,185,631 gallons of sewage in the amount of \$257,526.64.

Staff issued 2431 bills for cycle 1 in the amount of \$239,892.41 and 2612 bills for cycle 2 in the amount of \$278,345.42 that included water, sewer, garbage, tax and arrears outstanding.

The Water Office processed 324 work orders, including 99 turn-ons and 67 turn-offs. 69 landlord letters were sent for properties on the shut off list. During March, utility bills collected amounted to \$697,113.99.

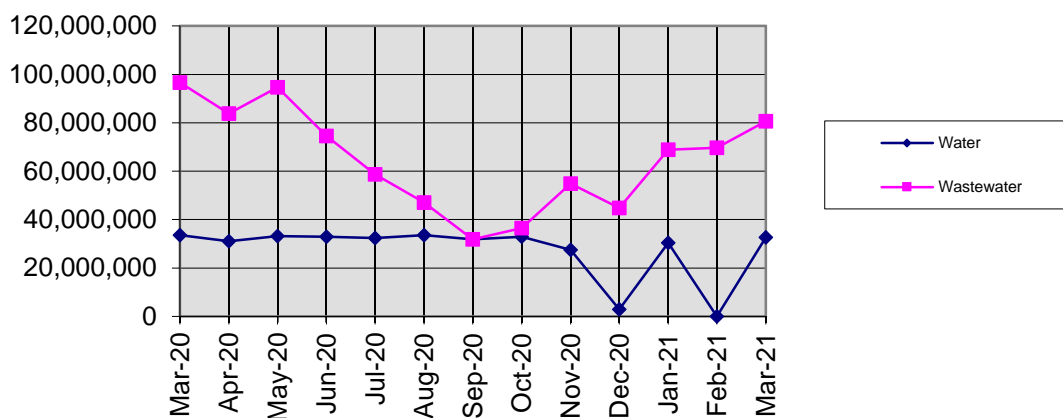
Metered water for March 1, 2021 through March 31, 2021 through Neptune 360: 22,876,487 gallons.

Estimated water used through meters not changed: 1,098,934. Total estimated accounted for using new system: 22,876,487 (metered) + 2,432,325 (non-metered) = 25,308,812 or 22.4% water loss.

Unaccounted Water for March 2021 = 32.7% (old calculation method)

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Mar-2021	32,621,420	1,171,210	143,181	0	19,000	20,617,384	23,178,968	9,442,452

### 13 Month Water & Wastewater Treated



### Distribution and Collection Department and Customer Service

- There were 3 water leaks
- Replaced 10 valves
- Poured 30 yards of concrete to patch utility cuts in roadways and sidewalks
- Completed 359 Missouri one call tickets for locating water and sewer lines
- A total of 7 lead service lines have been replaced in 2021
- There were 16 Sewer calls

### Wastewater Treatment Facility

- Treated 80.654 MGM an average of 2.602 MGD.
- Transferred 1,247,590 gallons of sludge from the SBR's to the digesters.
- 4.42 inches of rain fell over a total of 10 days.
- Taylor CSO (outfall 002) discharged an estimated 42.4 MGM on 3/17/21 and 3/18/21 due to rain events.
- Rollins CSO (outfall 003) discharged 7.812 MGM on 3/17/21 - 3/18/20 and again on 3/25/21 – 3/27/21 due to rain events.
- Seven Bridges CSO (outfall 004) discharged 13.227 MGM on 3/17/21 - 3/18/20 and again on 3/25/21 – 3/27/21 due to rain events.
- Holman Rd. CSO (outfall 005) discharged 0.017746 MGM 3/11/21, 3/15/21, 3/17/21 and 3/18/21.
- Conducted industrial pretreatment inspections at the following locations: ORBCO, Wilson Trailer, Lakeview Biodiesel, Dura Automotive, Central State Enterprises. The discharge from these facilities were sampled at the time of inspection.
- Discovered SBR# 2 influent valve was not operating and stuck in the open position, the bearings in the gear box have failed causing failure, city staff has made the valve temporarily operational until the gear box can be replaced, a replacement will cost approx. 2,670.00 \$ with a portion of the installation labor to be completed by city staff.
- ASCO serviced the automatic transfer switch for the generator at WWTP.

- Began replacing bad components in the U.V. modules at WWTP, powered up the system and put it in operation for the disinfection season that runs from April 1<sup>st</sup> – October 31<sup>st</sup>.
- Attended a walkthrough at Swift Prepared Foods prior to operation.

### **Water Plant**

- Treated and distributed 32,621,420 gals of water. Daily average of 1,052,303.
- Performed 3,716 tests in house on the water at different stages of treatment to ensure water quality.
- Collected 16 scheduled Bacteriological samples, 4 Disinfection By-product samples and 2 TOC samples in the distribution system for state analysis.
- Performed semi-annual and monthly preventative maintenance on CL-17 analyzer's for Free and Total chlorine.
- Performed corrective maintenance on the lime feed system to include silo and both feeders.
- Performed corrective maintenance on the alum fill pipe due to plugging while unloading the truck.
- Performed corrective maintenance on the recovery pumps and the packing glands on raw water pumps 1,2 & 3.
- Received the new mower from Lee's Lawn Care. It was delivered with a roll bar, full tank of fuel and a warranty of 2 years on the mower and 2 years or 300 hours on the motor.
- Isolated and drained Sparks Ave. water tower to prepare for interior renovations.

### **Water Quality Coordinator**

- Accepted 567.7 lbs hazardous waste into the Household Hazardous Waste Facility
- Stabilized and disposed of 377.6 lbs non-reusable materials
- Distributed 1285.75 lbs of recycled material to Moberly residents for reuse
- Managed Open Household Hazardous Waste Day on March 13th
- Made appointments with Moberly residents at Household Hazardous Waste Facility
- Hosted a public information meeting about the draft Stormwater Management Plan (SWMP)
- Performed Land Disturbance Inspections for all Land Disturbance sites
- Attended Planning and Zoning Committee meeting
- Performed pre-construction meetings for small sites in town
- Cleaned weeds and trash out of city hall rain gardens
- Met with Moberly residents about post-construction runoff issues
- Provided annual stormwater training to WWTP personnel
- Attended Introductory level water quality monitoring class with Department of Conservation
- Attended webinars about macroinvertebrate identification
- Attended webinar about rainwater monitoring
- Attended wastewater math webinar

## MAEDC Economic Development Report

March 14, 2021 – April 17, 2021

### Goals from Last Month

- *(Made several overtures, but unsuccessful in making contact.)* Hold follow up zoom call with Project Homecoming to discuss possible incentives and benefits to their business opportunities.
- *(Completed)* Walk housing properties in Howard County and explore development opportunities. Take photographs and share with developers to receive feedback.
- *(Completed)* Hold follow up meeting with Moberly downtown hotel prospect to discuss next steps and finalize preliminary site design.
- *(Completed)* Staff and Board review of MAEDC Audit. Finalize the Audit with Gerding, Korte, and Chitwood.
- *(Completed)* Publish next batch of Econ::Initiative materials focused on startup concepts
- *(Completed)* Finalize site selector mailings

### Business Growth

- Met with Randal Weidenaar, NotionFront, and Mack Hills staff to identify means by which they could target new clients using the business service software made available by MAEDC.
- Held a meeting with Allan Sharrock regarding improving area manufacturing efficiencies. Allan sees many opportunities for area employers to improve, be more profitable, and increase employee retention. MAEDC will be gauging employer interest in some of these potential suggestions.
- Held a Zoom meeting with a Howard County business planning to initiate expansion plans. Facilitated their connection with the Missouri Department of Economic Development to identify possible incentives. Connected with the Missouri Department of Corrections to determine the potential of employment opportunities between offenders and private companies.
- Met with Fayette Mayor Kevin Oeth and Mackenzie Wells, Mackenzie Wells Fitness, to discuss business expansion ideas. Scheduled an upcoming meeting with CMU to determine potential collaboration opportunities.
- Held several successful conversations regarding downtown hotel development. Performed financial analysis of public incentives and examined different site plan proposals. Began speaking with potential private investors for the project.
- Met with a hospitality company interested in downtown development opportunities. Company would be interested in event business as well as food and beverage.
- Communicated with Project Green Thumb about their need for a new option to purchase. Began negotiations with them. Held several conversations with Holding Company Executive Committee and the prospect's realtor. Received proposed terms from the prospect.
- Confirmed with Notionfront the Site Selector outreach plan for 2021 and approved the project for print.

### Community Partnership

- Continued discussions in Howard County regarding the identification and implementation of single-family housing development options. Showed Howard County property to potential investors and city leaders interested in single-family residential development.
- Joined the City of Fayette’s CID board meeting by Zoom. Followed up with answers to outstanding questions from that meeting.
- Joined Amber Overfelt and J.B. Waggoner for the monthly meeting regarding HCEDC issues and projects.
- Provided the City of Moberly an update regarding January 1 – March 31 Private Property Improvement Program activity.
- Attended a property auction with the City of Moberly for property next to the Moberly Area Industrial Park. City was successful in acquiring that property. Property is being incorporated into the MAIP master plan to determine its highest and best use.
- Continued work with the City of Moberly regarding a potential easement with Ameren at Moberly Area Industrial Park. Ameren is considering pole relocation and we are actively engaging that conversation to assist with selection of the best possible locations.
- Continued conversations with property owners about Silva Lane extension project. Property owners were satisfied with most recent plan.
- Received confirmation that Howard County achieved Work Ready Community status. With that announcement all three MAEDC counties are Certified Work Ready.

#### **Business and Public Support**

- Began BRE visits/discussions throughout the MAEDC area. Businesses are being offered in person or virtual BRE visits.
- Provided facility space for a 2-day corporate meeting of Swift Prepared Foods.
- Met with Todd Mendon, Bulk Industrial, to discuss commercial property availability and the Moberly Market.
- Facilitated a discussion between the Missouri Department of Transportation and Titus Chupp, Diamond Building Supply, regarding ditch issues.
- Reviewed and responded to a company’s request regarding potential extension of tax incentives. Provided counsel on how to move forward on the request.
- Toured Swift Prepared Foods, construction is nearing completion with an anticipated start in late spring or early summer.
- Participated in a call with MACC about Work Ready Community initiative and the new services being offered by ACT.

#### **Regional Engagement**

- Continued to lead the Northeast Missouri Development Partnership’s rebranding efforts. Completed another taskforce meeting.
- Participated in NMDP meeting in Macon. Topics focused on recent legislative advocacy and committee work. Received an update from representatives of federal legislators regarding the potential uses of the latest round of stimulus.
- Provided a referral call for Retail Strategies.
- Finalized agreement to provide services to Mark Twain Regional Council of Governments for COVID-19 response meetings.



**Internal Development**

- Drafted a new quarterly employee engagement system to replace the annual review format.
- Drafted new proposed policies for employee handbook.
- Approved and accepted the 2020 Audit of MAEDC.
- Spoke with Fusion Technologies about equipment upgrades for MAEDC.
- Received estimates from Valentine Insurance for alternative health care plans.

**Goals for Next Month**

1. Host meetings in Randolph and Monroe Counties to complete the MTRCOG contract related to COVID-19 impacts.
2. Continue BRE visits and discussions
3. Host site visit with downtown hospitality group.
4. Finalize new option to purchase with Project Green Thumb.
5. Schedule Work Ready Communities announcement in Howard County.
6. Approve new technology capital improvement plan proposed by Fusion Technologies.

# City of Moberly

## City Council Agenda Summary

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

#32.

Department: Comm. Dev.

Date: April 19, 2021

**Agenda Item:** Application for Board of Adjustment.

**Summary:** One (1) term for the Board of Adjustment expired in December. One application was received from Tom Hall.

**Recommended**

**Action:** Appoint one person to the Board of Adjustment.

**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 checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

\_\_\_

\_\_\_

**Council Member**

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

\_\_\_

\_\_\_

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

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\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

City of

Moberly!

**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: Board of Adjustment Date: 3/22/2021  
 Your Name: Tom Hall Street Address: 2000 US Hwy 63 South  
 Phone number(s): (evening) 660-651-2749 (day) 660-651-2749  
 Email: thall@orscheln.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? 30 years

Occupation: Governmental Compliance & Legislative Affairs Employer: Orscheln Management Co

**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 plus years of Governmental compliance work

I can cut through the red tape of interpreting complex government regulations with good practical sense.

What particular contributions do you feel you can make to this board or commission?

***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. Russ Freed Phone: 660-263-4377
2. \_\_\_\_\_ Phone: \_\_\_\_\_
3. \_\_\_\_\_ Phone: \_\_\_\_\_

Tom Hall  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly

## City Council Agenda Summary

Agenda Number: #33.  
Department: Comm. Dev.  
Date: April 19, 2021

**Agenda Item:** Applications for Plumbing Board.

**Summary:** Two (2) terms for the Plumbing Board will expire in April. Two applications were received from Carl (Pete) Agee and Charlie Self.

**Recommended**

**Action:** Appoint two (2) people to the Plumbing Board.

**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 checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

\_\_\_

\_\_\_

**Council Member**

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

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

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed Failed

City of

Moberly!

**Board/Commission Application Form**

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**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: PLUMBING BOARD Date: 03-11-2021

Your Name: Carl Agee (Pete) Street Address: 9466 HWY BB

Phone number(s): (evening) 660-651-0344 (day) 660-651-0344

Email: cagee@mcmsys.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? 58 years

Occupation: Plumber Employer: Agee Plumbing LLC

**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?

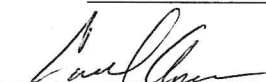
30 years plumbing experience

What particular contributions do you feel you can make to this board or commission?

keep updated on current rules and regulations for city and county

***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. Rod Bogie Phone: 660-676-8701
2. Joe Kanable Phone: 573-268-1252
3. Sharon Hunt Phone: 660-651-0453

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



City of

*Moberly!***Board/Commission Application Form**

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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: Plumbing Board Date: 3-26-21

Your Name: Charlie E. Self Street Address: 100 Fulton Ave

Phone number(s): (evening) 660-676-4220 (day) 660-651-3513

Email: selfplumbing@stglobal.net

Do you live within the corporate limits of City of Moberly? Yes No

How long have you been a resident of City of Moberly? 15 yrs

Occupation: plumber Employer: Self Employed

**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?

Started & own my plumbing business  
Worked with the public for 30+ years  
Believe I have moral work ethics  
Understand plumbing residential and commercial

What particular contributions do you feel you can make to this board or commission?

30+ years of experience in plumbing both residential & commercial, working with the city in this area & county adhering to standards & codes

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. Red Bogie Phone: 660-651-8701
2. Rick Ridgway Phone: \_\_\_\_\_
3. Janet Murry Phone: \_\_\_\_\_

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Charlie Self  
 Signature of Applicant