

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

Requests, Ordinances, and Miscellaneous

1. Review of an agreement with CGI Communications.
2. Second Amendment to agreement for residential and commercial waste collection.
3. Supplemental Agreement #5 with Bartlett and West as construction extended beyond the initial contract timeframe, the contract upper limit will be increased by \$41,800.00 to cover the additional observation and administrative costs on the Morley Street Sidewalk and Waterline Project STP-4500 (207).
4. Appointments to the Parks and Recreation Board

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #1.

Department: Administration

Date: April 6, 2021

Agenda Item: Review of an agreement with CGI Communications.

Summary: CGI has contacted us regarding the current visitors video that we have on our website. This video is outdated, and we would like to not only see it updated but also include additional footage of our parks system. This video comes at no charge to the city; however, CGI will solicit sponsorships from local businesses.

They will provide 4 videos for the city that are roughly 1 to 1.5 minutes in length. There are suggested topics in the agreement; however, we will choose what chapter topics we would like to do.

Once the topics have been determined, CGI will write the scripts with and for us and return for review and approval.

We will agree to a time that CGI will come to Moberly to capture the footage. They then take the footage back for editing, background music, voiceovers and we request changes we want made. Once the content has been approved, CGI will send a link code that will be embedded into our website.

Recommended Action Direct staff to bring to the May 3rd Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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



2021 Community Video Program

Name: _____
 Title: _____
 Address: 101 West Reed _____
 City, State, Zip: Moberly, MO 65270 _____
 Phone: 660-269-8705 _____
 Email: TBock@cityofmoberly.com _____
 Website: www.cityofmoberly.com _____

This agreement is between CGI Communications, Inc. ("CGI") and the City of Moberly (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.cityofmoberly.com homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of **four** video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cityofmoberly.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofmoberly.com homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofmoberly.com homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Moberly, MO _____
 Signature: _____
 Name (printed): _____
 Title: _____
 Date: _____

CGI Communications, Inc. _____

 Name (printed): Nicole Rongo _____
 Title: Vice President of Marketing and Acquisitions _____
 Date: March, 26 2020 _____

Dear Valued Business Owner:

The City of Moberly is excited to announce our continued partnership with CGI Communications, Inc. CGI will be creating a series of professionally produced videos to highlight everything Moberly has to offer residents, visitors, and business owners.

With an easily viewable interface on the official www.cityofmoberly.com website, our Video Tour will encourage viewers to learn more about area attractions, quality of life, economic development opportunities, and the businesses supporting the program. The Video Tour on our website will backlink to CGI's www.elocalink.tv which hosts the videos.

Mobile devices have shifted the way people obtain their information making it more important than ever for businesses to embrace technology. For many businesses, getting noticed online can be a challenge and that is where this program presents an opportunity for you! Video dramatically improves visibility, increases search engine optimization and drives more action to your website.

We are dedicated to highlighting the advantages of living and working in our city. We encourage you to consider participating in this program as it provides an exciting opportunity to showcase your business. To learn more about sponsorship opportunities or to request an appointment please email brandonb@cgicompany.com.

Best Regards,

(SIGNATURE)

Signatory
Title

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Public Works

Date: April 19, 2021

Agenda Item: Second Amendment to agreement for residential and commercial waste collection.

Summary: Advanced Disposal is requesting an amendment to the Bulk Waste pick in the agreement.

Recommended Action: Direct staff to bring forward to the May 3, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

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

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

RECITALS

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

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

AGREEMENT

1) Bulky Waste items will no longer be collected by Contractor as part of the regular weekly trash collection and any and all references to such shall collection in the First Amendment shall be removed including the 2nd and 5th bullet points on page 6 of the First Amendment and replaced with "Contractor shall collect Bulky Waste items from Residential Premises in the event the resident has contacted Contractor directly to arrange a scheduled pickup time and make payment for such pickup. Rates for the pickup of Bulky Waste Items will be provided to resident at the time collection is scheduled."

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

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

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

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

**FIRST AMENDMENT
TO
AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION**

This First Amendment to that certain Residential Industrial & Commercial Waste Collection Contract (this "Amendment") is made as of this 1st day of September, 2018 (the "Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Moberly, a municipal corporation of Moberly, Missouri (hereinafter called the "City").

WITNESSETH:

WHEREAS, pursuant to an Agreement between The City of Moberly, Missouri, a municipal corporation and Onyx Waste Services Midwest, Inc., now known as Advanced Disposal Services Solid Waste Midwest, LLC and Onyx Maple Hill Landfill, Inc., now known as Advanced Disposal Services Maple Hill Landfill, Inc., the parties entered into that certain Agreement for disposal of Residential and Commercial Waste Collection (the "Agreement") effective as of April 30, 2005 to continue until April 30, 2025 (the "Contract").

WHEREAS, the parties desire to extend the term of the Contract and otherwise amend the Contract, in part, on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Contract.

Section 2. Amendment. This Amendment shall be deemed to be an amendment to the Contract and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Amendment are hereby incorporated into the Contract as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof; the parties hereby agree that the Contract is hereby amended as follows:

- (a) **Term** — Section 12 of the Contract is hereby amended in part to provide that the Contract shall terminate April 30, 2030 and may be renewed thereafter for additional five-year periods subject to proper notification to the City by the Contractor as set forth in the Contract.
- (b) **Solid Waste Collection Service** — Section 3 is hereby amended in part to provide that City shall provide Contractor with an exclusive license to include temporary roll off as well as Permanent Industrial services. All units with utilities are required to pay for trash services.
- (c) **Recyclable Material Collection/Processing** — Section 4 of the Contract is hereby amended in part to provide that Contractor shall have the exclusive right to collect recyclable material from City Residential units and non-containerized commercial units. The City no longer operates Material Recovery Facility, therefore, the second and third sentences are deleted in its entirety and replaced with "All recyclables will be transported to Advanced Disposal's Moberly Transfer Station, where it will be loaded on a recycle trailer and hauled to a qualifying Material Recovery Facility".

All residential units and non-containerized commercial units must sign up for the service by contacting Contractor. There is no additional fee to participate in the bi-weekly recycle collection program and each participant will receive 1-65gallon cart per unit for the storage and disposal of recycle material. All recycle must fit within the cart with the lid closing for collection. Units requiring a 2nd cart for collection may obtain one for an additional \$5.00 per month. Accepted items include: Plastics #1 & #2, aluminum cans, steel cans, paper, newspaper, junk mail, and corrugated cardboard.

Items not accepted include: Styrofoam, glass, shredded paper, pizza boxes, paper towels, toilet paper, paper plates, diapers, and items that are not clean and dry from food or other debris.

Downtown non-containerized commercial units will be included within the recycling program and will receive a cart for collection of recyclable materials and/or negotiation of a recycling container provided downtown for the purpose of dropping off recycling materials.

Should the City obtain a Solid Waste Management Grant allowing for the implementation of glass recycling, Advanced Disposal will provide a drop off location available to residential and commercial premises at their Moberly Transfer Station during normal Transfer Station hours. An amendment regarding the Glass collection service will be created once a Grant has been awarded, and prior to the implementation of the program.

(d) The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
 Martin Luther King Birthday
 Memorial Day
 July 4th
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste, Bulk Waste, and White Goods collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons

(e) **Insurance.** Section 15, Second Paragraph is amended in part to read, "Advanced Disposal shall provide the City with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force, naming the City as an additional insured on the general liability and auto policies" The last sentence of paragraph 2 is hereby amended to read :Said policies shall not thereafter be cancelled or permitted to expire without thirty (30) days prior notice of any cancellation or non-renewal decision with respect to such bond...

Section 3. Reference to and Effect upon the Existing Contract

- (a) Effectiveness Recitals. This Amendment shall be effective only upon receipt by each of the City and the Contractor of at least one fully executed copy of this Amendment. Upon the effectiveness of this Amendment, and on and after the date of such effectiveness, each reference in the Contract to "this Agreement", this "Contract", "hereunder", "hereof", "herein", or words of like import, and each reference to the Contract in any other related document shall mean and be a reference to the Contract as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.
- (b) Authority. Each party represents and warrants to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms: (ii) the persons executing this Amendment on behalf of the applicable party has been authorized and empowered to do so; (iii) each party has fully power

and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable by the parties hereto. The parties signing this Contract on Behalf of the City have been authorized to do so by specific action of the City adopted the ___ day of ___, 2018 in open meeting and of record in its official minutes.

- (c) Ratification and Confirmation Generally. Except as specifically amended above, the Contract shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.
- (d) Reaffirmation of Representations, Covenants, Etc. Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants and agreements set forth in the Contract with the same force and effect as if each were fully restated herein and made as of the date hereof; except to the extent that any such representations or warranties relate to a specific prior date or period. Each party further affirms, represents and agrees that, as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Contract.

Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri

Section 5. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. Successors and Assigns. This Amendment shall be binding upon Operator and Hauler and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

**ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC**
 By: [Signature]
 Name: DANIEL D DEWARDS
 Title: VIC PRESIDENT

CITY OF MOBERLY, MISSOURI
 By: [Signature]
 Name: BRIAN CROWL
 Title: CITY MANAGER
 Attest: Shirley Oney

EXHIBIT "A" SERVICE FEES

WS #2.

New Rates (\$3.00 Royalty fee per home is included in rates listed below)

95 Gallon	\$19.50
65 Gallon	\$16.50
35 Gallon	\$13.00

35 Gallon Senior (where owner of home listed on water bill is aged 65 years or older \$11.00)

Customers may choose to get an additional trash cart (like size or smaller size) for a \$5.00 per month fee charged in addition to monthly trash collection fee.

Due to space restraints, Downtown non commercial container customers and residential units may utilize the locked convenience centers that will be provided. The cost for this service will be \$13.00 per month, and the Downtown non commercial container customer and residential unit must contact city to sign up for this service.

COMMERCIAL 2018 PRICING							
Size	1x/week	2x/week	3x/week	4x/week	5x/week	Extra P/UP	Hopper Charge Overfilled Container
1 1/2 yd	\$ 37.91	\$ 54.47	\$ 71.51	\$ 89.50	\$ 92.80	\$ 26.61	\$ 25.00
2 yd	\$ 45.26	\$ 89.64	\$ 123.16	\$ 133.17	\$ 154.23	\$ 26.61	\$ 25.00
4 yd	\$ 85.36	\$ 157.53	\$ 214.99	\$ 275.69	\$ 300.46	\$ 26.61	\$ 25.00
6 yd	\$ 116.70	\$ 190.19	\$ 260.17	\$ 335.80	\$ 418.84	\$ 39.91	\$ 25.00
8 yd	\$ 148.81	\$ 239.95	\$ 386.12	\$ 595.07	\$ 856.95	\$ 52.94	\$ 25.00

City Containers

2018

City Services

\$353.02

16 Containers for City Works

\$ 24.32

Wastewater @ Seven Bridges On Call

\$ 58.15

Parks & Rec Aquatic Center On Call Oct-Mar

\$144.48

Parks & Rec Aquatic Center On Call April-Sept

\$ 79.29

Parks & Rec Lodge 1x/week

\$ 79.29

Parks & Rec RV Park 1x/week

\$ 37.01

Shriners Ranger Station On Call

\$ 24.32

Oakland Cemetery On Call

Transfer Station

Moberly Transfer Station

2018

Trash per Ton

\$ 56.00

Round to nearest dollar

Demolition per Ton

\$ 56.00

Freon Appliances

\$ 25.00

Non Freon Appliances

\$ 10.00

Minimum Charge

\$ 33.00

Untarped Loads

\$ 25.00

Moberly Landfill Rate - City of Moberly to Maple Hill

\$ 22.91

Moberly City Works - City of Moberly to Moberly TS

\$ 32.12

Roll Off

20yd

\$100.00 Delivery

\$225.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

30 yd

\$100.00 Delivery

\$275.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

40yd

\$100.00 Delivery

\$325.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

EXHIBIT "B" SERVICE FEES ADJUSTMENT

- (a) No Changes to current increase.
- (b) PETITION FOR UNUSUAL OR UNANTICIPATED COSTS - The Contractor may pass along additional rate adjustments on the basis of unusual changes in the cost of operations, such as new or revised laws, taxes, fees, ordinances or regulations; changes in the location of disposal sites or changes in disposal fees; and for other reasons. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates. The Contractor may pass on actual increases in disposal costs, state local and federal taxes, fees, surcharges and Missouri Environmental Fees immediately upon such cost being incurred by the Contractor at the rate of \$0.10 per unit per month for each \$1.00 per ton increase. The Contractor shall document such increases to the City.
- (c) The Energy Surcharge set forth in Onyx Service Fees Adjustment Exhibit (c) of the Contract is hereby amended in its entirety as follows: The rates charged by Contractor are based on a maximum fuel cost of \$4.00 per gallon (the "Base Rate"). If the average price of Ultra Low Sulfur No. 2 Diesel Fuel for the Midwest Region, as published by the United States Energy Information Administration (available at https://www.eia.gov/dnav/pet_pri_gnd_dcus_r20m.htm) for the prior calendar quarterly period is above the Base Rate then Contractor may charge, and the City shall pay, an Energy Surcharge. The Energy Surcharge shall be calculated as follows: For every \$0.01 per gallon increase above the Base Rate an Energy Surcharge of (0.1%) shall be invoiced to the City.

EXHIBIT "C"
RESIDENTIAL AND NON-CONTAINERIZED COMMERCIAL COLLECTIONS SERVICE
SCOPE OF

WORK EXHIBIT

- Section 2 shall be amended in part to provide that Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor may decline to collect any Residential Solid Waste, Bulky Waste, White Goods or Recycle from any Cart, container, bag, or bundle not so placed or any such Residential Solid Waste not placed in the Cart in accordance with this Amendment.

Downtown non containerized commercial and residential will be provided a trash cart for service, or as an alternative to the trash carts we will also have designated community locked convenience centers that these locations may use. Customer will be charged 13.00 per month for the convenience center usage and must sign-up through the city for this service.

- Section 3 shall be amended in part to provide that Items placed at the curb for collection should be contained within the cart (lid must close). If items or bags cannot be placed in Cart (lid must close), it shall not be collected with the regular pick-up, and the customer shall arrange for a bulky waste pick —up. For bulky waste in addition to Cart collection and the one bulk item per week as provided as part of weekly service, residential units and non-containerized commercial units may contact Contractor and request "special pickups" and shall be charged a rate of \$25.00 per hopper (equal to the size of a 2yd container approximately 14 32-gallon bags of trash), the day in which service will be provided for this service will be negotiated at the time of scheduling the collection and paying fees..
- Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Amendment. Such Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody, and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the costs of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.
- Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Customers shall pay City for each additional Cart (Service Fees Exhibit A), including the delivery of such Carts, and Contractor shall receive payment from the City for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement.
- Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste, one (1) time per week, on the same day as scheduled for Residential Solid Waste collection service, at Curbside. "Bulky Waste" means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets (dismantled), plastic

swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets 4'x4' rolled and bundled, televisions, microwaves, barbeque grills (propane removed), sinks and bathroom fixtures, toilets (tanks removed and set beside bowl), and other similar items.

- Contractor shall collect White Goods from the Residential Premises that generated such White Goods, two (2) times per year, collections will take place the third (3rd) Monday in May and the third (3rd) Monday September. Residential Premises must contact Advanced Disposal by 2:00pm on Friday prior to the scheduled White Goods collection date and pay the associated fees (see service fees). It is the responsibility of the Customers located at the Residential Premises to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with all applicable law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to collect White Goods that do not meet these standards. "White Goods" include refrigerators, ranges, water heaters, freezers, dishwashers, trash compactors, washers, dryers, air conditioners, humidifiers, dehumidifiers, water softeners and commercial large appliances.
- Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste or White Goods from any Residential Premises because the Bulky Waste and/or White Goods were not timely placed for collection at Curbside in compliance with this Agreement.
- Non-Curbside Service for Disabled Persons
Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Yard Trash, commercial solid waste, Bulky Waste, or White Goods and shall only be provided to Disabled Persons at Residential Premises. "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, yard waste, concrete, rock, contaminated soil, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

EXHIBIT "D"
COMMERCIAL SERVICES COLLECTION SERVICE SCOPE OF WORK EXHIBIT

- Commercial container sizes that are offered for weekly service are 1.5yd (existing customers only), 2yd, 4yd, 6yd and 8yd frontload containers. These containers are available for service for up to five (5) times per week.
- Containers must be filled (and are charged) as level full. Items may not be stacked on top of containers for collection. In the event an extra pickup is needed arrangements need to be made in advance (see service fees).
 - "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, yard waste, concrete, rock, contaminated soil, paints, paint solvents, emptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

EXHIBIT "E"
TEMPORARY ROLL OFF SERVICES COLLECTION SERVICE SCOPE OF WORK
EXHIBIT

- Roll Off Delivery will take place the day Roll Off is scheduled or within 24 hours (Monday-Friday), if the call is placed prior to 9a.m. and the customer executes a signed service agreement.
- Container must be level full.
- Items on top of container or beside the container will not be collected.
- Container must be set on a hard surface (concrete, gravel, etc.) and must be accessible at all times. If container is blocked at time of service and we are unable to perform scheduled work a trip fee of \$83.00 will be charged.
- Containers that will remain on site longer than 10 days will require written city permission.
- Containers that will be set on city streets require written city permission.
- Removal of heavy material such as dirt, rock or concrete may be limited to size and be required to fill Roll Off only half full, and must notify this usage at time of set up request.
- Roll Offs requested for burnt residue must obtain Fire Dept information showing that the fire has been extinguished for at least 2 weeks prior to the delivery of the container.
- Asbestos and other Special Waste disposal requires Special Waste Permits prior to loading into a Roll Off or bringing to the Landfill. Customer must declare this material prior to renting a roll off and the proper paperwork will be sent.

EXHIBIT "F"
Hours/Days/Rules of Transfer Station

Moberly Transfer Station
 101 Martin Lane
 Moberly, MO 65270

Hours of Operation 7:30am-3:00pm Monday — Friday

The Transfer Station will be open the following Saturdays;

January-February		Closed Saturdays
March-April May- August	8:00am-12:00pm	Saturday of each month
September- November	8:00am-12:00pm	Every Saturday
		1 st Saturday of each month
		Closed Saturdays

Transfer Station

Moberly Transfer Station	2018	
Trash per Ton	\$ 56.00	Round to nearest dollar
Demolition per Ton	\$ 56.00	
Freon Appliances	\$ 25.00	
Non Freon Appliances	\$ 10.00	
Minimum Charge	\$ 33.00	
Untarped Loads	\$ 25.00	

Moberly Landfill Rate - City of Moberly to Maple Hill	\$ 22.91
Moberly City Works - City of Moberly to Moberly TS	\$ 32.12

Dump Trucks are not permitted.
No ASBESTOS
No TIRES
No LIQUIDS (such as paint, gas or oil)
No SPECIAL WASTE
No SOIL/DIRT
No YARD WASTE

Residents may bring their one bulk item directly to the Transfer Station for disposal. They must provide a photo id and the most recent copy of their water bill.

In the event the Transfer Station must close during regular business hours due to maintenance, scale issues, or other situations out of our control, the following will be done;

A sign will be hung on the gate notating when we are expected to reopen.

A notification will be emailed to the City noting the reason for closure, and when we will reopen for regular business hours.

We will attempt to contact charge account customers.

If the closure is expected to last more than a 24 hour period, we will post information regarding the closure on our website as well as on KRES/KWIX related to the closure.

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #3.

Department: Public Works

Date: April 19, 2021

Agenda Item: Supplemental Agreement #5 with Bartlett and West as construction extended beyond the initial contract timeframe, the contract upper limit will be increased by \$41,800.00 to cover the additional observation and administrative costs on the Morley Street Sidewalk and Waterline Project STP-4500 (207).

Summary: The new ceiling for construction phase services will be an amount not to exceed of one hundred twenty-four thousand, seventy-one dollars and thirty-five cents (\$124,071.35) without further authorization. The total contract amount not to exceed of two hundred eighty-seven thousand nine hundred dollars and ninety-six cents (\$287,900.96).

Recommended Action: Bring forward to the May 3, 2021 regular City Council meeting for final approval.

Fund Name: Transportation Trust/Morley Street Project

Account Number: 600.167.5408

Available Budget \$: 110,313.85

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>SA#5</u>	Passed	Failed	

**SUPPLEMENTAL AGREEMENT NO. 5
TO ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated January 8th, 2016 between the City of Moberly and Bartlett & West, Inc. for design and construction inspection of project STP-4500 (207). The purpose of this Supplemental Agreement is to modify the timeframe and fee for CE services based on construction extending beyond the estimated timeframe as described below:

1. As construction extended beyond the initial contract timeframe, the contract upper limit will be increased by \$41,800.00 to cover the additional observation and administrative costs.
2. The final Construction closeout shall be completed within 60 days of receiving all documentation required by the contractor. .

Article V, Section A, shall be replaced in its entirety with Section 2 above.

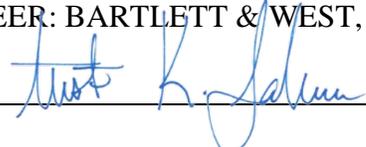
The new ceiling for construction phase services will be an amount not to exceed of on hundred twenty-four thousand, seventy-one dollars and thirty-five cents (\$124,071.35) without further authorization. The total contract amount not to exceed of two hundred eighty-seven thousand nine hundred dollars and ninety-six cents (\$287,900.96).

Supplement Agreement No. 5 accepted as defined herein:

OWNER: CITY OF MOBERLY, MO

ENGINEER: BARTLETT & WEST, INC.

BY: _____

BY: 

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: February 22, 2021

ATTEST:

BY: _____

BY: 

TITLE: _____

TITLE: Contract Administrator

DATE: _____

DATE: February 22, 2021

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.

Department: Parks

Date: April 19, 2021

Agenda Item: Park Board Appointments

Summary: Three Park Board positions are up as occurs annually. The three current members – Don Hughes, Harley Mattox, and Mary Lee Noel – are all seeking reappointment.

Recommended

Action: Move appointments forward to the May 3, 2021 meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Park Board Date: 4-2-2021
Your Name: Donald Hughes Street Address: 913 Manswood Circle
Phone number(s): (evening) 660-651-0859 (day) same
Email:

Do you live within the corporate limits of City of Moberly? Yes No
How long have you been a resident of City of Moberly? 1971
Occupation: Retired Employer: State Dept

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?
Have been on Park Board since 1994. Always enjoy working with all involved

What particular contributions do you feel you can make to this board or commission?
Continue to participate with board and city council for the best interest of Moberly and public

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. Phone:
2. Phone:
3. Phone:

Signature of Applicant: Donald Hughes

City of



Board/Commission Application Form

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Name of Board or Commission: Moberly Parks & Recreation Date: 03-22-21
Your Name: Mary Lee Noel Street Address: 419 Greenbriar Rd
Phone number(s): (evening) 660-263-7129 (day) 660-263-7129
Email: mlnoel4@yahoo.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? July 1, 1970
Occupation: retired Employer: Dr Larry Noel Clinic

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?

I love this community and I love kids. I taught school for a number of years and again, my love for the young. We have an outstanding park; I like being a small part in facilitating this awesome addition to Moberly. Knowledge and Wisdom!

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. Mr. Aaron Vitt Phone: 651-5154
2. Judy Arscheln Phone: 651-2475
3. Dr Forest Conley Phone:
4. Floyd Riley 651-1000

Mary Lee Noel
Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



Board/Commission Application Form

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Name of Board or Commission: Moberly Parks & Recreation Date: March 23, 2021

Your Name: Harley Mattox Street Address: 1227 Conestoga Trace

Phone number(s): (evening) 573-489-4014 (day) same

Email: signs@moberly.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? 62 years

Occupation: Co-owner Mattox Adv. Co. Employer: SELF

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?

I believe my experience running a successful business in Moberly the past 60+ years helps in making good financial decisions on our board when necessary. My experience as serving on the board the past 15 years, 8 as President & 4 as VP gives me much valuable experience

What particular contributions do you feel you can make to this board or commission?

To continue to be present at all meetings and be involved in decision making. To use my past experience & knowledge as to the different aspects of the park system can help us keep moving in the

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. Tray Beck Phone:
2. Brian Crane Phone:
3. Dirk Miller Phone:

Signature of Applicant (Handwritten Signature)

*Additional Information may be attached to this form.

When it comes time to making important decisions, I have been involved with activities in the park continually since coming to Moberly in April 1959. I have seen much progress over these years, especially the past 10-20 years.