

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**April 05, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

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 & hitch for snowplow & 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 ¾ ton truck.
5. Receipt of bids for a new 2021/2022 crew cab 4x4 ¾ 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 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).
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 St.
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.
16. An Ordinance Repealing Ordinance 9588 And Removing The Declaration Of Emergency.
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.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: Police  
Date: April 5, 2021

WS #1.

**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** Direct staff to bring to the April 19<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget**  
**\$:**

## 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





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

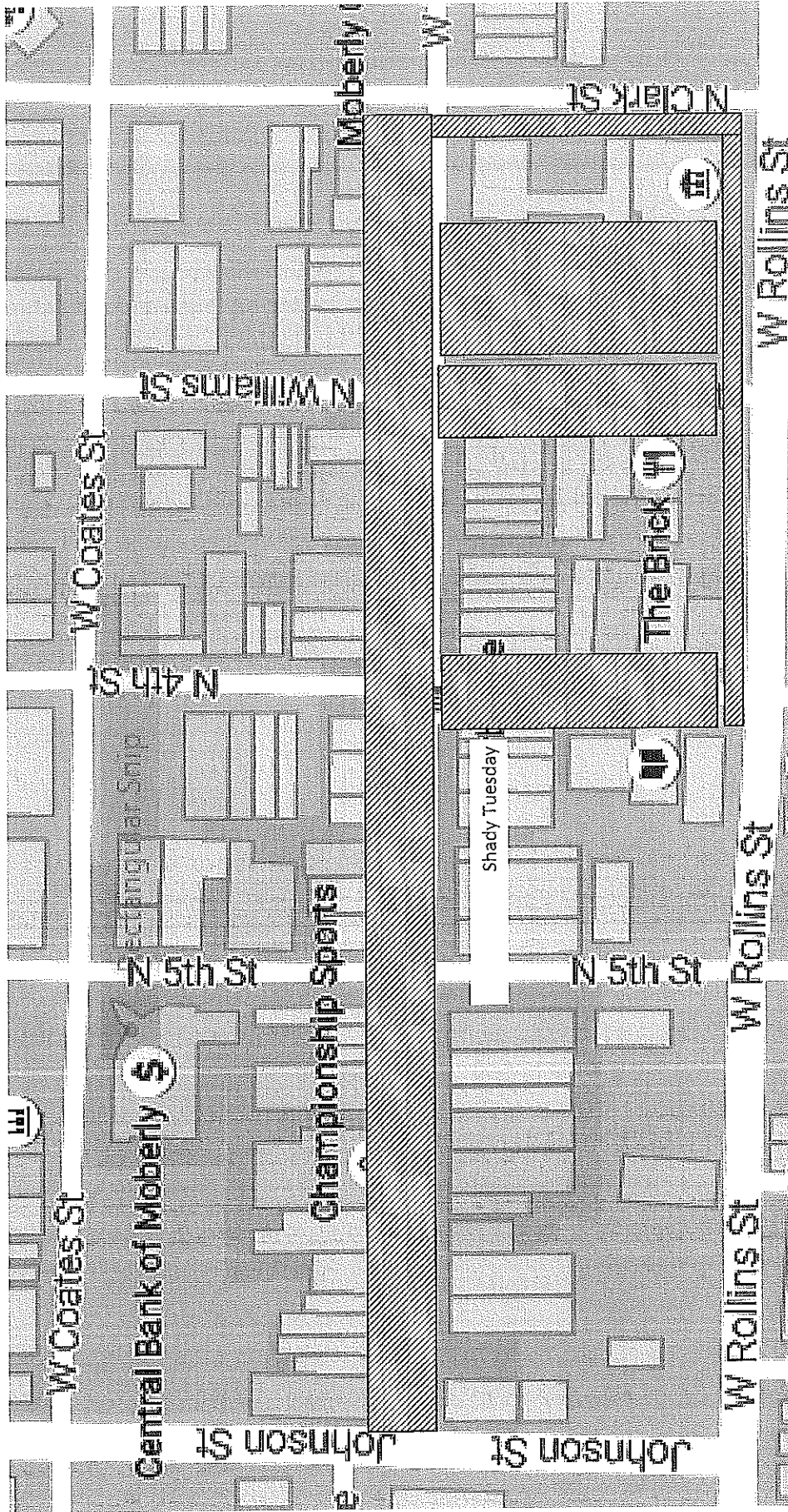
**Mobile Photo Booth: ( possible- depending on budget)** Located in the Moberly Municipal Auditorium Parking Lot.

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

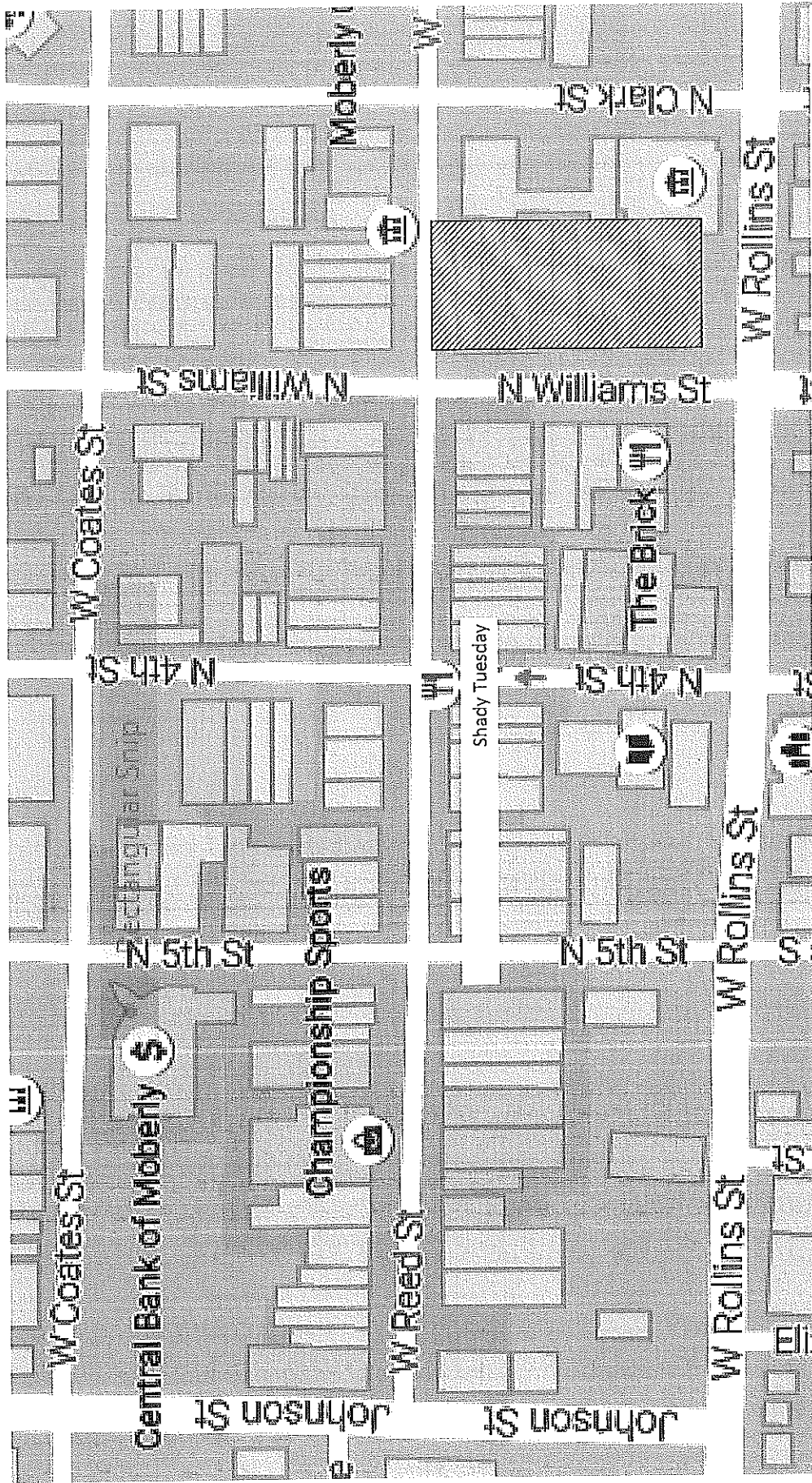
Requested Area to Lift Enforcement of Open Alcohol Container Ordinance During Event



- 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: \_\_\_\_\_

WS #2.

Department: Public Works

Date: April 5, 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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**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
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<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 be accepting sealed bids for the following:

**1 New 2021/2022 Tandem Axle Dump Truck w/Plumbing & Hitch for Snowplow & Salt Spreader**

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 **"DUMP TRUCK"** must be received by **10:00 a.m., Tuesday, March 23, 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**

3/23/2021  
10:00 AM

WS #2.

**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**

**Company**

Shannon Hance

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' 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 \_\_\_\_\_



# **HV507 SFA**

Sales Proposal For:  
**CITY OF MOBERLY**

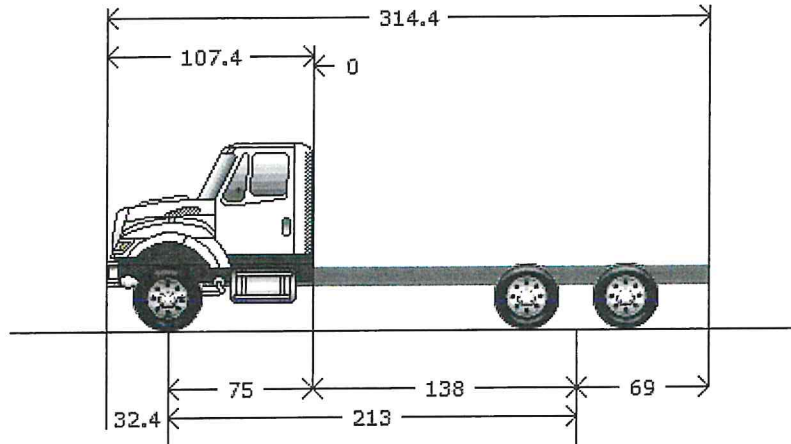
Presented By:  
**SCHEPPERS INTERNATIONAL TRUCK CENTER**

**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.

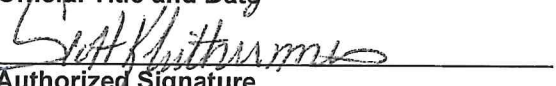
Approved by Seller:

Accepted by Purchaser:


  
Official Title and Date

---

 Firm or Business Name


  
Authorized Signature

---

 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

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: \_\_\_\_\_

WS #3.

Department: Public Works

Date: April 5, 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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**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 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.**

**Name**

Shannon Hance

Tom Quigg

Carla Bell

Andy Mellon

**Company**

City of Moberly

City of Moberly

City of Moberly

Martin Equip

## CITY OF MOBERLY

## "BID OPENING"

Date: 3/26/2021, 10:00 a.m.Crown Power & Equip.\$ 64,980.<sup>00</sup>Altorfer\$ 59,825.<sup>00</sup>"\$ 68,802.<sup>00</sup>Equipment Share  
Rob Bristow\$ 139,250.<sup>00</sup>Martin Equipment\$ 103,975.<sup>00</sup>

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

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

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

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

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

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

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

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



**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

**ALTORFER**

68

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

*Rob Bristow*  
Sales Rep: ROB BRISTOW  
Email: rob.bristow@equipmentshare.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: \$63,975.00

Brand 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



WS #3.

Martin Equipment  
6787 County Road 312  
Palmyra, MO 63461

**Quote Issued To : CITY OF MOBERLY**  
MOBERLY CITY HALL  
MOBERLY , MO , 65270  
660-269-8705

**Quote Issued By :** Million, Gary

## QUOTATION

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

### 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 &amp; Brush hog attachment

Total Bid:

\$ 64,980<sup>00</sup>Brand Name & Model: Case TV370B / Virnig V50 CutterDealer Name: Crown Power & EquipmentAuthorized 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

## 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: \_\_\_\_\_

WS #4.

Department: Public Works

Date: April 5, 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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**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: 3-25-2021Moberly 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*

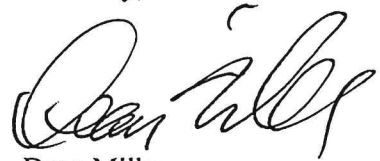


1520 North Morley, P.O. Box 249, Moberly, MO 65270



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: \_\_\_\_\_

WS #5.

Department: Public Works

Date: April 5, 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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

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

WS #6.

Department: Public Works

Date: April 5, 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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**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**

# 2021 Street Improvement Project

WS #6.

## 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

WS #6.

## 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

City of

*Moberly!*

WS #6.

**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 all informalities in the bidding.

WS #6.

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, 2021.

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: Heather Edwards 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.

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

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

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

**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)*

TR Vance, President  
Tim Vance

Liberty Mutual Insurance Company

*(Surety)**(Seal)*

By:

*(Title)*

Linda L. Nutt  
Linda L. Nutt

Attorney-in-Fact

Surety Phone No. 610-832-8240





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.

TV Vance

President

Tim Vance

Printed Name

R. Vance

Sr. Vice President

Robert A. Vance

Printed Name

JV Vance

Vice President

Jeff Vance

Printed Name

Arthur Sewell

Assistant Secretary

Arthur Sewell

Printed Name



## 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

**\*\* Please Note – Contact Tim Grimsley, Public Works Supt. to schedule/coordinate work.**



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-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 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 70 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: \_\_\_\_\_ Phone: 618-254-3855  
Angela Vantrease

(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)

L. Bullock, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

WS #6.

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

*Stephen A. Vetter*

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*

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



*Ed H.*

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   0   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)

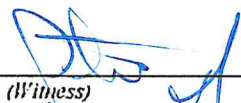
Micro Seal Project #070-21

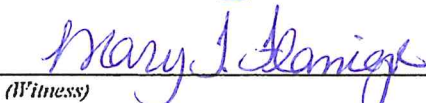
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

WS #6.

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

Not valid for mortgage, note, loan, letter of credit, 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.

**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 79 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 80 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 (Permitted 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 Project

Date: 3/25/2021

Proposal of Missouri Petroleum Products Company LLC

(hereinafter called "Bidder") a Corporation LLC corporation/partnership

an individual doing business as Missouri Petroleum Products Company LLC

To 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

*Moberly!*

WS #6.

**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

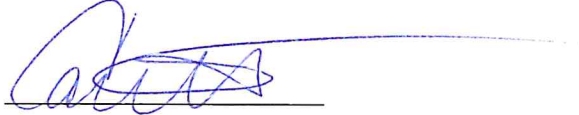
Signature: 

## 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**

WS #6.

**Bid Bond****CONTRACTOR:***(Name, legal status and address)***MICROSURFACING CONTRACTORS, LLC  
13940 St. Charles Rock Road  
Bridgeton, MO 63044****SURETY:***(Name, legal status and principal place of business)***Travelers Casualty And Surety Company Of  
America  
One Tower Square  
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.

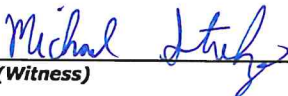
**OWNER:***(Name, legal status and address)***City Of Moberly  
101 West Reed Street  
Moberly, MO 65270****Mail Notices To:****Travelers  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183****BOND AMOUNT: Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)****PROJECT: 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.

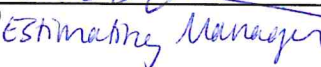
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


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**.

  
*(Witness)*

**MICROSURFACING CONTRACTORS, LLC*****(Principal)******(Seal)******(Title)***

  
*Estimating Manager*

  
*(Witness) Andrea McCarthy, Witness*

**Travelers Casualty And Surety Company Of America*****(Surety)******(Seal)***

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

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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**

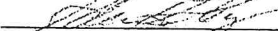
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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.

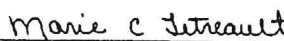
By:   
 Robert L. Raney, Senior Vice President

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/partnershipan 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 2021

Moberly 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.

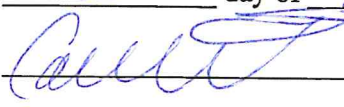


Bidders understand that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

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: 

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 Project

Date: March 26, 2021

Proposal of Emery Sapp & Sons

(hereinafter called "Bidder") a Missouri corporation/partnership

an individual doing business as a corporation

To 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

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 31 day of March, 2021

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

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

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

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

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

If a Corporation: Emery Sapp & Sons

By: Mike Brown Title: Vice President

ATTEST: Jane 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

*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 114 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 115 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.
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 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.
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 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.
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

WS #6.

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 120 the right to reject any or all bids and to waive any informality in the bidding.

Dated this 30<sup>th</sup> day of March, 2021

(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.

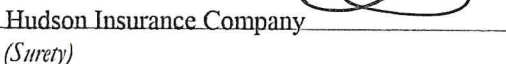
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

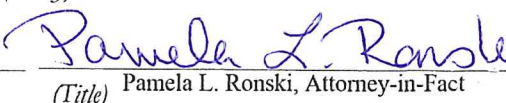
Signed and sealed this 26th day of March, 2021

  
 (Witness)

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

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

WS #6.

State of Minnesota

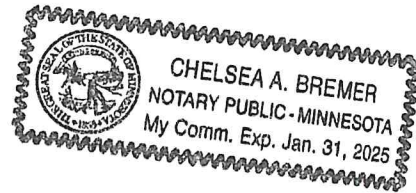
County of Washington

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**

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: \_\_\_\_\_

*Steven Caldwell*



**BID PROPOSAL**Project: 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 Feld 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: 

Travelers Casualty and Surety Company of America

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

NO  
SEAL





**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



# STREET IMPROVEMENT BID TAB 2021

[illegible]

[illegible]

# City of Moberly

## City Council Agenda Summary

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

Department: Comm. Dev.

Date: April 5, 2021

WS #7.

**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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

\_\_\_

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

\_\_\_

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

\_\_\_

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: 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: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

Department: Comm. Dev.

Date: March 15, 2021

WS #8.

**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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

\_\_\_

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

\_\_\_

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

\_\_\_

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: 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?

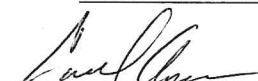
30 years plumbing experience

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**

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: 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: \_\_\_\_\_

Charlie Self  
 Signature of Applicant

# City of Moberly

## City Council Agenda Summary

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

WS #9.

Department: Administration

Date: April 5, 2021

**Agenda Item:** Information of Property Purchased on 605 Fowler Road

**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:** Direct staff to bring to the April 19<sup>th</sup> Council meeting for final approval

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

**Role Call**

**Aye**

**Nay**

**Mayor**

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

\_\_\_

**Council Member**

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed





**J. Kevin Stone**  
 Randolph County Assessor  
 372 Highway JJ-Suite 1F  
 Huntsville, MO 65259-1292  
 844-277-6555 EXT-300

**Office Hours**  
 M-F 8a-4p

## HOME PROPERTY SEARCH TAX MAPS FEMA MAPS

**Parcel** 07-7.0-26.0-0.0-000-011.000

**Property Location** 605 FOWLER RD

**City** Moberly(7) **Road** Moberly(1) **Watershed** (0)  
**Fire** (0) **School** Moberly(2) **Junior College** MACC(1)

**Owner** WALTER, WILLIAM H & LOUISE - TRUST  
**Address** 8562 HIGHWAY B  
**City, State, Zip** HIGBEE, MO 65257-

**Abbreviated Legal Description** PART OF NE1/4 OF SE1/4: BEGIN AT THE NE CORNER OF NE1/4 OF SE1/4, TH W 335', TH S 724.1', TH E 335', TH N 723' TO POB

**This is a taxing description only. It should not be used for legal documents.**

**Sec:** 26.0 **Twp:** 54 **Rge:** 14

**Deed Acres:** 0.00 **Calc Acres:** 6.00 **Lot Size:** 0.0 x 0.0

Deed Book	Page	Date	Grantee
854	866	06/30/2016	WALTER TRUST NC# 773/16
425D	2	08/08/2008	
627	225	12/06/2005	WALTER PT# 1762/05
325H	294	07/01/1994	KOCH MATERIALS NC# 190/95
67M	749	04/04/1983	KOCH ASPHALT CO
PB4	104	11/29/1976	
34M	108	11/22/1976	ORSCHELN DEEDS INC

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Com	28500	8040	36540	Com	11690
<b>Totals</b>	<b>28500</b>	<b>8040</b>	<b>36540</b>	<b>Totals</b>	<b>11690</b>

### Estimated Property Taxes

**2020 Estimate** 856

### Residence Description

**Year Built** ()  
**Use** ()





# City of Moberly

## City Council Agenda Summary

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

WS #10.

Department: Police

Date: April 5, 2021

**Agenda Item:** Resolution approving Bid from A&W Communications for 911 equipment and purchase agreement contract with A&W Communications.

**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** Direct staff to bring to the April 19<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### 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

# 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 573-634-2927 Page: 1

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 SFP	4,680.00	18,720.00
	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 ***		
		MAX CALL TAKING		
	ZET 930-0249	WORKSTATION BUNDLE (WITH		
	ZET 930-0250	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		



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: WS #11.  
 Department: Public Utilities  
 Date: April 5, 2021

**Agenda Item:** Discussion Regarding Update to SCADA System at 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:** Direct staff to develop a resolution for the next regular Council meeting authorizing the acceptance of the quote and purchase of the equipment and software.

**Fund Name:** Capital Improvement Utilities – Wastewater Treatment

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

Roll Call      Aye      Nay

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed



*City of Moberly!*

**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.

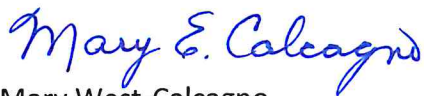
There are two quotes from R.E. Pedrotti Company. They are the current vendor for the equipment that has recently failed. This equipment and software are obsolete, and parts are extremely difficult to come by. The Allen Bradley PLC cards are also obsolete, and staff have been purchasing these from EBay 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: \_\_\_\_\_

WS #12.

Department: Comm. Dev.

Date: April 5, 2021

**Agenda Item:** An application for re-zoning 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).

**Summary:** The Planning & Zoning Commission recommended approval for the request of the re-zoning of 308, 318 and 324 Allen St.

**Recommended Action:** Bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input 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

**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



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 ☐

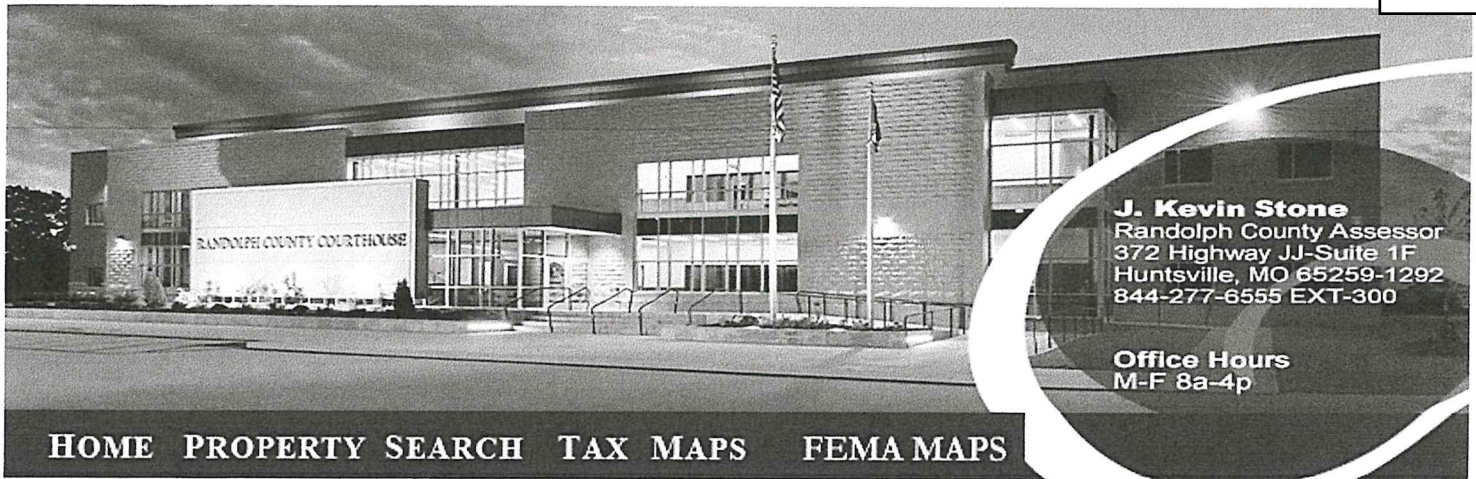
2. Is the proposed change consistent with the Future Land Use Map?

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
Totals	4500	4840	9340	Totals	1770

**Estimated Property Taxes**

2020 Estimate 127

**Residence Description**

Year Built 0()

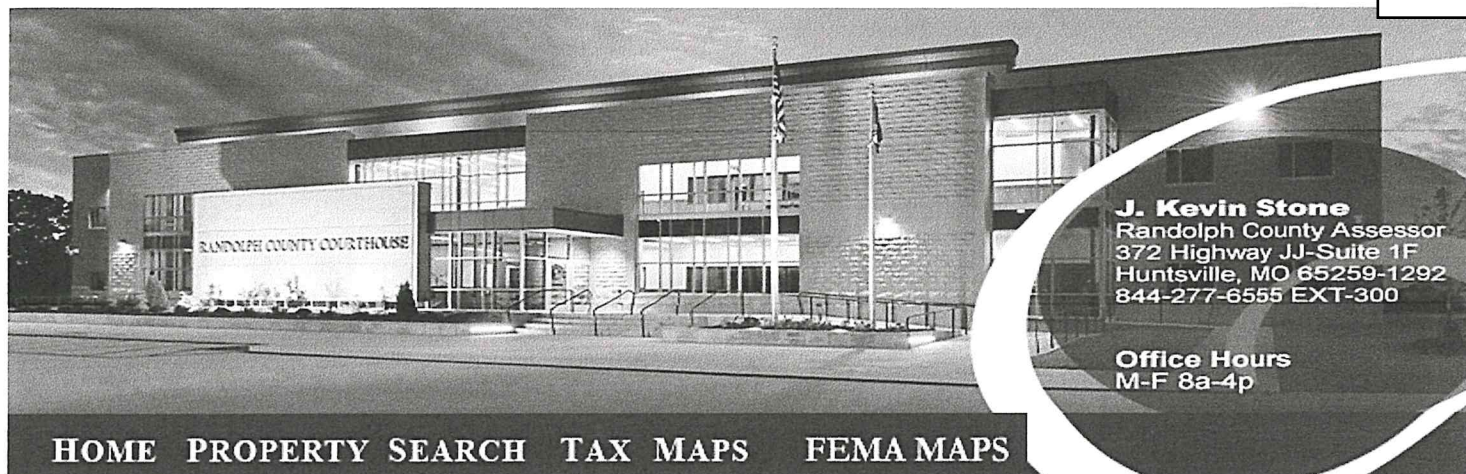
Use Single Family(1)

Basement (0) Attic

159

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 ( )

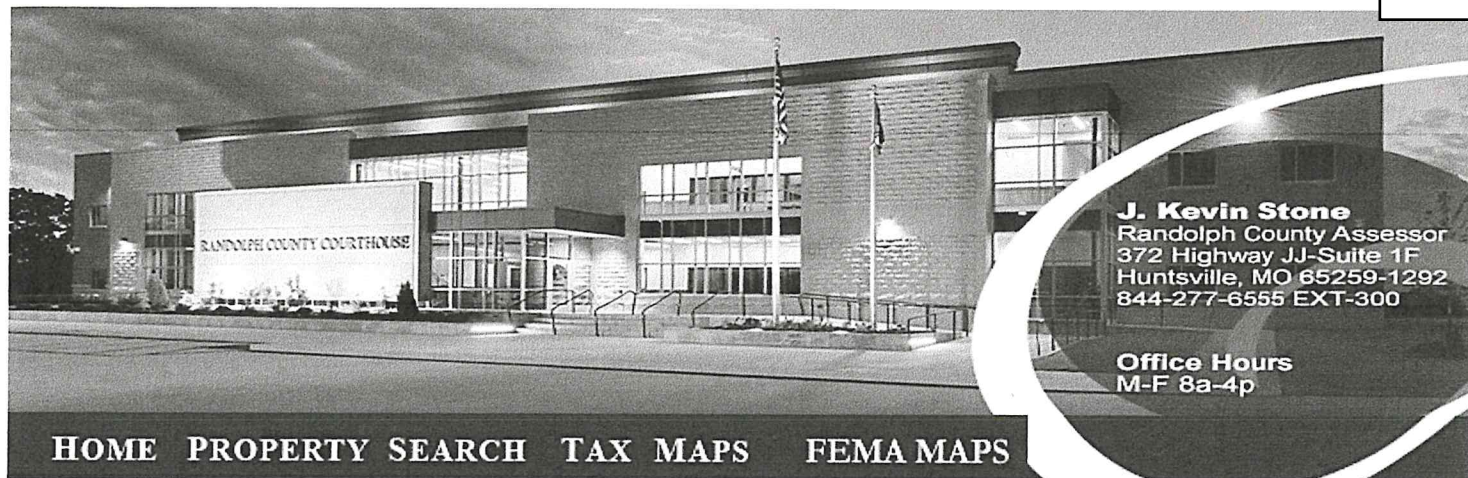
Use ( )

Basement ( ) Attic

Bedrooms 0 Living Area Above Grade

Full Bath 0 Basement Finished 160 Area

3/4 Bath 0



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 161 0

Full Bath 0 Basement Finished 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.



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

WS #13.

Department: Comm. Dev.

Date: April 5, 2021

**Agenda Item:** An application submitted by Mike and Libby Mattox for a conditional use permit for a proposed short term housing rental located at 129 Elizabeth St.

**Summary:** The Planning & Zoning Commission recommended approval for the request of the conditional use permit.

**Recommended Action:** Bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input 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

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 – 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? \_\_\_\_\_

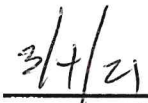
DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.	Yes	No
Does the proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	<input checked="" 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"/>	



---

**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, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

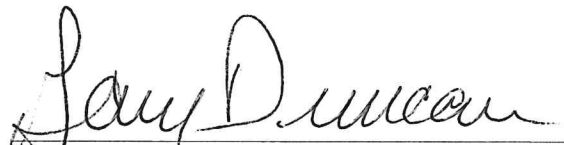
---

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: \_\_\_\_\_

WS #14.

Department: Comm. Dev.

Date: April 5, 2021

**Agenda Item:** 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.

**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:** Bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input 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

**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

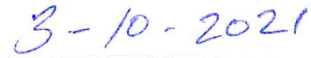
Does the amendment modify an existing section?

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: \_\_\_\_\_

WS #15.

Department: Public Works

Date: April 5, 2021

**Agenda Item:** Review of Easements Documents from Ameren UE.

**Summary:** Ameren is requesting an easement for above ground power lines around the perimeter of Industrial Park.

**Recommended Action:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

\_\_\_

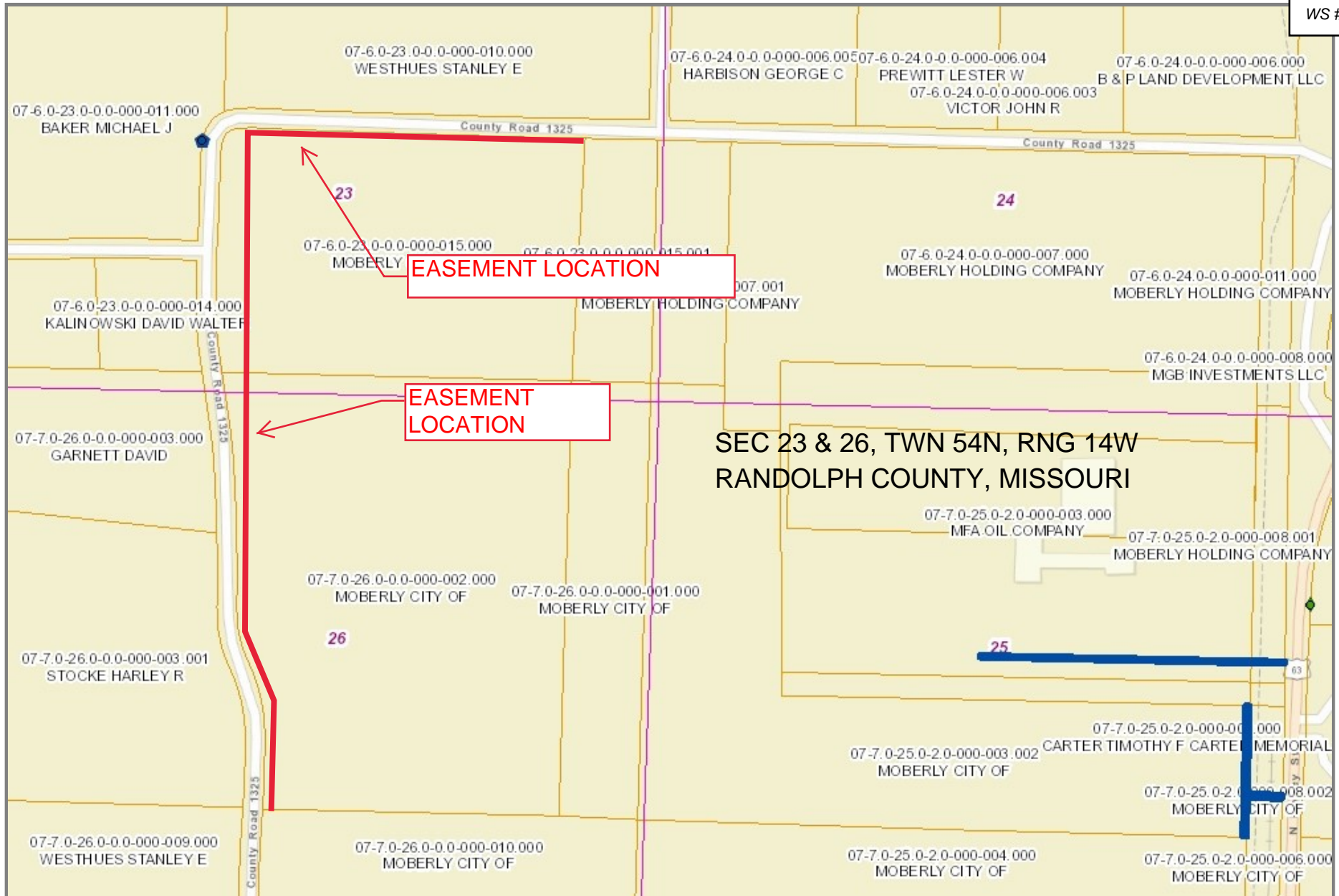
M\_\_\_ S\_\_\_ Davis

\_\_\_

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

\_\_\_

Passed Failed



## EXHIBIT "B"

521 0 261 521 Feet

Plot Date: 3/12/2021



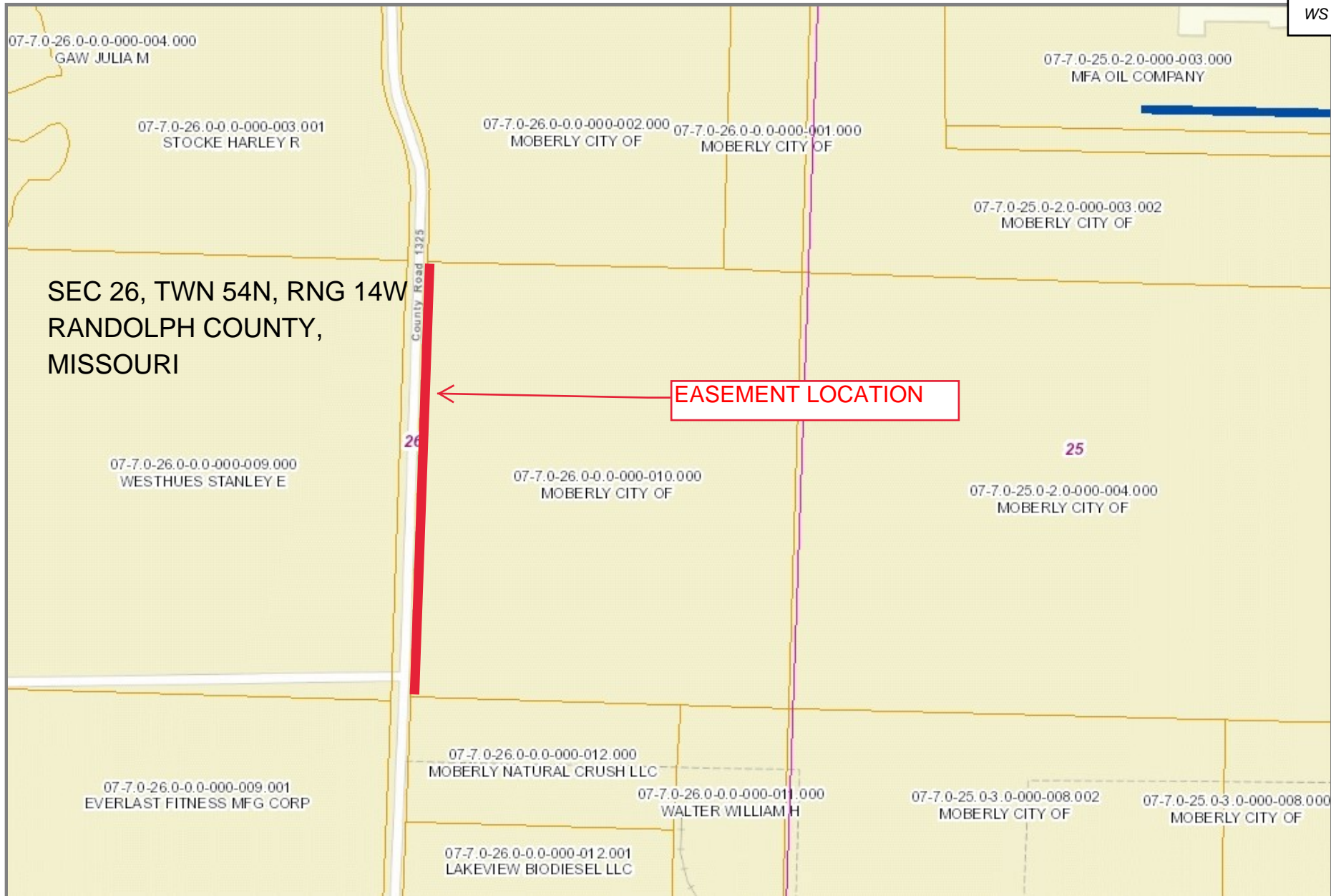
**Ameren REMS GIS**

REAL ESTATE MANAGEMENT SYSTEM



The information provided on this drawing is considered "as is" without warranty or any representation of accuracy, timeliness, or completeness. This drawing does not represent a survey and has been compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for planning purposes. There are no warranties, expressed or implied, as to the appropriate use of this drawing or the fitness for a particular purpose. AmerenUE, and their subcontractor, assumes no responsibility for use or interpretation of the data. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied. This map and the data contained within is a work in progress, constantly being updated. All critical information should be independently verified.





## EXHIBIT "A"

521 0 261 521 Feet

Plot Date: 3/12/2021



**Ameren REMS GIS**

REAL ESTATE MANAGEMENT SYSTEM



The information provided on this drawing is considered "as is" without warranty or any representation of accuracy, timeliness, or completeness. This drawing does not represent a survey and has been compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for planning purposes. There are no warranties, expressed or implied, as to the appropriate use of this drawing or the fitness for a particular purpose. AmerenUE, and their subcontractor, assumes no responsibility for use or interpretation of the data. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied. This map and the data contained within is a work in progress, constantly being updated. All critical information should be independently verified.

**REMS INFORMATION**

Agreement ID: UEC2021

Project ID:

**EASEMENT**

(Electric Line)

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, that THE CITY OF MOBERLY, MISSOURI, its successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals, together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, and across the following described land, in Section 26 & 23, Township 54N, Range 14W, 5TH P.M., RANDOLPH County, Missouri, to-wit:

PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 54N, RANGE 14W, LYING WEST OF COUNTY ROAD 1325, AS RECORDED IN DEED BOOK 759, PAGE 639, RANDOLPH COUNTY RECORDER'S OFFICE.

EASEMENT SHALL BE THE WEST FIFTEEN (15) FEET OF THE ABOVE DESCRIBED TRACT OF LAND, THE LOCATION OF WHICH IS FURTHER SHOWN ON THE ATTACHED EXHIBIT "A".

ALSO PART OF THE NORTHEAST QUARTER OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 23, LYING EAST AND SOUTH OF COUNTY ROAD 1325, AS RECORDED IN DEED BOOK 867, PAGE 839 AND BOOK 872, PAGE 862 RANDOLPH COUNTY RECORDER'S OFFICE.

EASEMENT SHALL BE A FIFTEEN (15) FOOT WIDE STRIP OF LAND THE LOCATION OF WHICH IS FURTHER SHOWN ON THE ATTACHED EXHIBIT "B". TOGETHER WITH THE RIGHT TO INSTALL ANCHORS AS NECESSARY.

together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Grantor also conveys the right of ingress and egress to and over the above-described Easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Missouri law.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MOBERLY, MISSOURI

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

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

**ALL PURPOSE ACKNOWLEDGMENT**STATE OF MISSOURI

COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared.

\_\_\_\_\_

\_\_\_\_\_

**PRINT/TYPE NAME**☐ to me personally known

or

☐ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_

(Print/type name)

Notary Public in and for the State of \_\_\_\_\_

**CAPACITY CLAIMED BY SIGNER**☐ INDIVIDUAL☐ CORPORATE

Title(s) of Corporate Officers(s):

\_\_\_\_\_

\_\_\_\_\_

☐ Corporate Seal N/A☐ Corporate Seal is affixed☐ PARTNER(s)☐ Limited Partnership☐ General Partnership☐ ATTORNEY-IN-FACT☐ EXECUTOR(s),☐ ADMINISTRATOR(s),☐ or TRUSTEE(s):☐ LLC

Member/Manager

\_\_\_\_\_

\_\_\_\_\_

☐ GUARDIAN(s)☐ or CONSERVATOR(s)☐ OTHER

\_\_\_\_\_

\_\_\_\_\_

Initials

WR#

return to: lad

03/30/2021

Prepared by:



# City of Moberly

## City Council Agenda Summary

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

WS #16.

Department: Administration

Date: April 5, 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:** To authorize passage of the attached Ordinance repealing the Declaration of Emergency.

**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 5th day of April, 2021.

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

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #17.

Department: Public Utilities

Date: April 5, 2021

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

**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:** Direct staff to develop a resolution for approval at the next regular Council meeting.

**Fund Name:** Water Treatment Plant Contracted Services

**Account Number:** 301.113.5406

**Available Budget \$:** 61,600.73

### ATTACHMENTS:

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

### Roll Call

**Aye**   **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed



Smart People. Expert Solutions.®

## CYBERSECURITY ASSESSMENT

### DMC'S SERVICES



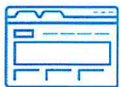
#### INDUSTRIAL NETWORKING AND CYBERSECURITY

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.

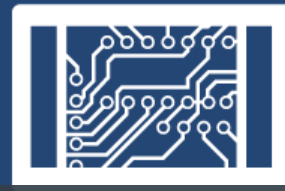
#### REVIEW

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.



**DMC**

Smart People. Expert Solutions.®



# Moberly Cybersecurity Assessment

Reference Q2115239

Version 1

Proposal Date Thursday, April 1, 2021

---

**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
Jon Carson	Project Director	Boston/New York	<a href="mailto:jon.carson@dmcinfo.com">jon.carson@dmcinfo.com</a>	678.520.3003
Jason Mayes	Project Director	Houston	<a href="mailto:jason.mayes@dmcinfo.com">jason.mayes@dmcinfo.com</a>	281.705.6738
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.



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

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

Date: 03/31/2021

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #18.  
 Department: Public Utilities  
 Date: April 5, 2021

**Agenda Item:** A Discussion Regarding Sugar Creek Dam Leak Mitigation Phase II – Bidding and Construction Extension for Extra Construction Days

**Summary:** The contractor has had additional construction days for the dam grout project which has added time to the construction inspector services.

**Recommended Action:** Direct staff to develop a resolution for approval at the next regular Council meeting..

**Fund Name:** Capital Improvement Sales Tax

**Account Number:** 304.000.5502

**Available Budget \$:** 933,549.43

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

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-Calcagno  
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: \_\_\_\_\_

WS #19.

Department: Comm. Dev.

Date: April 5, 2021

**Agenda Item:** Proposals for In-fill Housing

**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:** Direct staff to bring forward to the April 19, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

\_\_\_ \_\_\_

### Council Member

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

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

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

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

Passed Failed



## **City of Moberly Seeking Proposals**

The City of Moberly is currently seeking sealed proposals for residential lots around the community. The City has numerous properties around the community that we have acquired either through donation or foreclosure due to abatement charges against the properties. Many of these properties the City has thousands of dollars invested in the clean-up. Due to the demand in housing, our first priority is to seek in-fill housing on these existing areas of the community and the City is willing to donate the lots to the right project. While many of the properties are not considered prime locations, keep in mind that new infill can be the spark to turn a neighborhood around, and the City is continuing to remove dilapidated property, with 30 more under contract for removal at this time.

The City will review proposals of the list of lots available and donate the properties to the selected proposals. The City staff will evaluate the proposals based on historical performance of the builder, proximity of lot to other lots owned by developer, proposed time frame, number of proposals, how well the proposed structure meets the character of the neighborhood

Please contact Carla Beal at (660) 269-7638 for a list of available properties, and information on proposal format.

Proposals will be accepted from now until **March 29, 2021 at 10:00AM.**

Please send all sealed proposals with **"In-Fill Housing"** on the envelope to the following:

**Shannon Hance, City Clerk  
101 W Reed St.  
Moberly, MO 65270**

1. 609 Franklin Ave.	(City – Vacant) R-1	(70' x 290')
2. 612 Franklin St.	(City – Vacant) R-2	(40' x 130')
3. 817 Franklin St.	(City – Vacant) R-2	(50' x 130')
4. 826 Franklin St.	(City – Vacant) R-2	(48.6' x 90')
5. 900 Franklin St.	(City - Vacant) R-2	(33' x 165')
6. 902 Franklin St.	(City – Vacant) R-2	(50' x 165')
7. 936 Franklin St.	(City – 2 vacant lots) R-2	(100' x 176')
8. 1032 Franklin St.	(City – 4 vacant lots) R-2	(200' x 158')
9. 817 Bond	(City – Vacant) R-2	(50' x 130')
10. 831 Bond	(City – Vacant) R-2	(50' x 130')
11. 924 Bond	(City – Vacant) R-2	(50' x 130')
12. 519 West End	(City – Vacant) R-2 10-1.0-02.0-1.0-002-053.000	(23' x 125')
13. 540 West End Pl.	(City – Vacant) B-2H	(42' x 120')
14. 923 West End Pl.	(City – Vacant) B-2H	(55' x 117'')
15. 928 West End Pl.	(City – Vacant) R-2	(100' x 120')
16. 1029 West End Pl.	(City – Vacant) R-2 10-1.0-02.0-1.0-002-053.000	(50' x 125')
17. 1037 West End Pl.	(City – Vacant) R-2 10-1.0-02.0-1.0-002-051.000	(50' x 125')
18. 1041 West End Pl.	(City – Vacant) R-2	(50' x 125')
19. 1042 West End Pl.	(City – Vacant) R-2	(80' x 125')
20. 520 Dameron	(City – Vacant) B-3	(300' x 280')
21. 621 W Coates	(City – Vacant) R-2	(50' x 122.4')
22. 715 W Coates	(City – 2 vacant lots) R-2	(100' x 122')
23. 1122 Concannon	(City – Vacant) R-2	(78' x 130')
24. 211 Brinkerhoff	(City – Vacant) R-2	(54' x 88')
25. 514 Roberts	(City – 2 vacant lots) R-2	(95' x 200')
26. 641 N Ault	(City – Vacant) B-3	(59' x 140')
27. 504 Gilman St.	(City – Vacant) R-2	(65' x 253')
28. 711 Benson	(City – Vacant) R-2	(42' x 95')
29. 505 Johnson	(City – Vacant) B-3	(40' x 150')
30. 511 Johnson	(City – Vacant) B-3	(50' x 150')
31. 139 Bedford	(City – Vacant) R-2	(45' x 150')
32. 134 Hurley	(City – Vacant) R-2	(45' x 120')
33. 534 Barrow	(City – Vacant) R-2	(50' x 160')
34. 506 Allen	(City – Vacant) R-2	(70' x 150')
35. 402 N 5 <sup>th</sup>	(City – Vacant) B-3	(100' x 120')

**R-1 is Single Family Residential District**

**R-2 is Two-family Residential District**

**B-2H is Central Business District/Historic Overlay**

**B-3 is General Commercial District**

## Developers

1. Joe Haynes
2. L&J Development
3. Jon Durk
4. Tony Stuart
5. Brad Kennedy
6. Grayden Pretz
7. David Allen
8. Wausau Homes
9. Mike & Melissa Anderson
10. Daniel Vargas
11. Adair Hathaway
12. DPI
13. Aaron Prather
14. Durant Properties
15. Midway Electric Inc

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

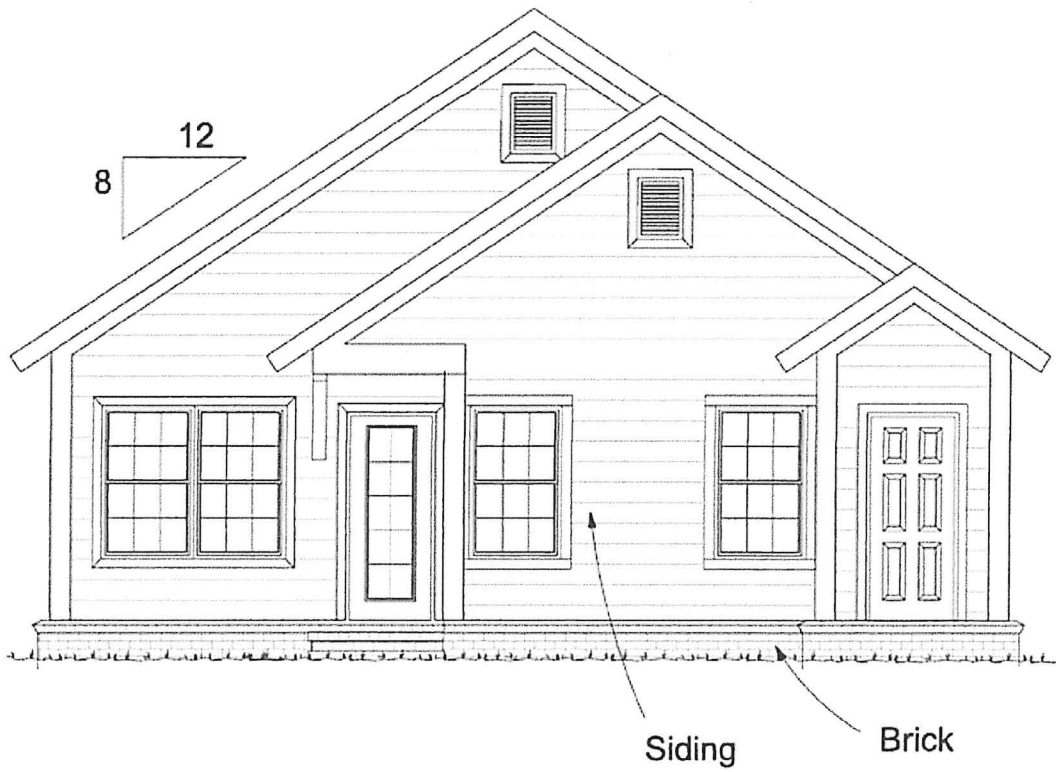


EXCLUSIVE IMAGE © America's Best House Plans

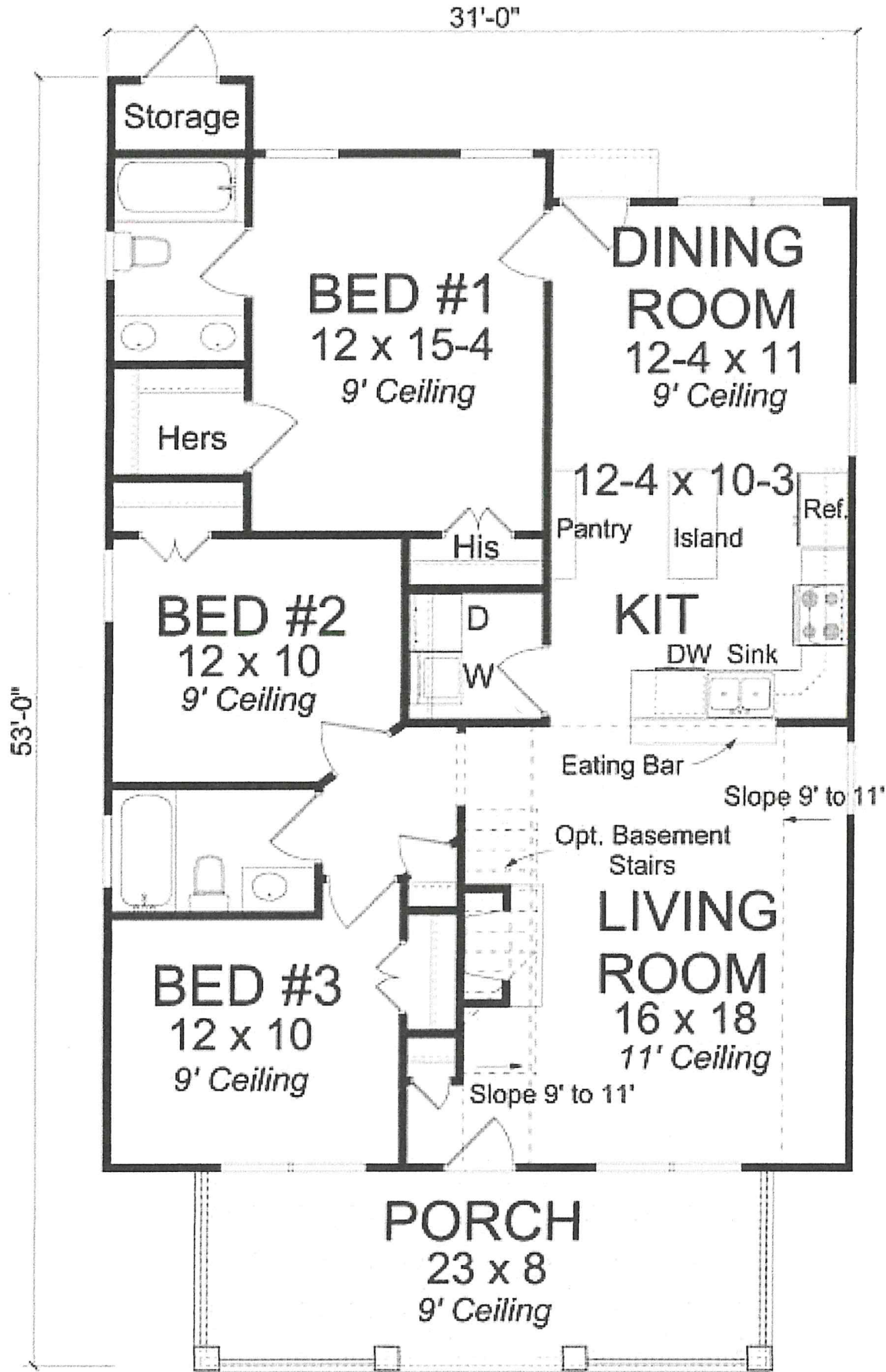
AMERICA'S BEST  
HOUSE PLANS

*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*

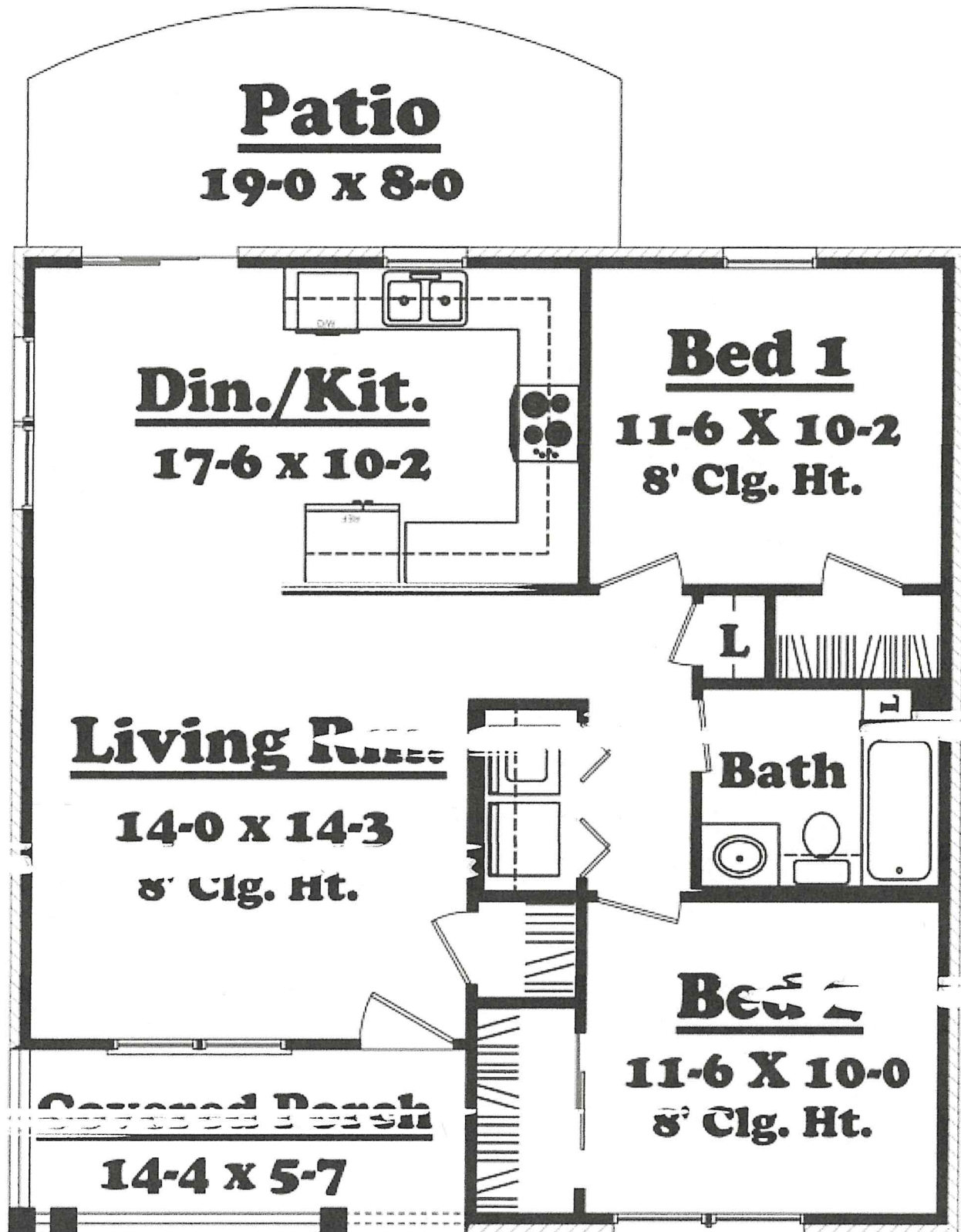
One Complete set of working drawings emailed to you in PDF format. Avoid shipping cost with this option! Most plans can be emailed same business day or the business day after your purchase. Comes with the copyright release which allows for making copies locally and minor changes to the plan.

**PDF (Unlimited Use) \$1,745.00**

217



## 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.

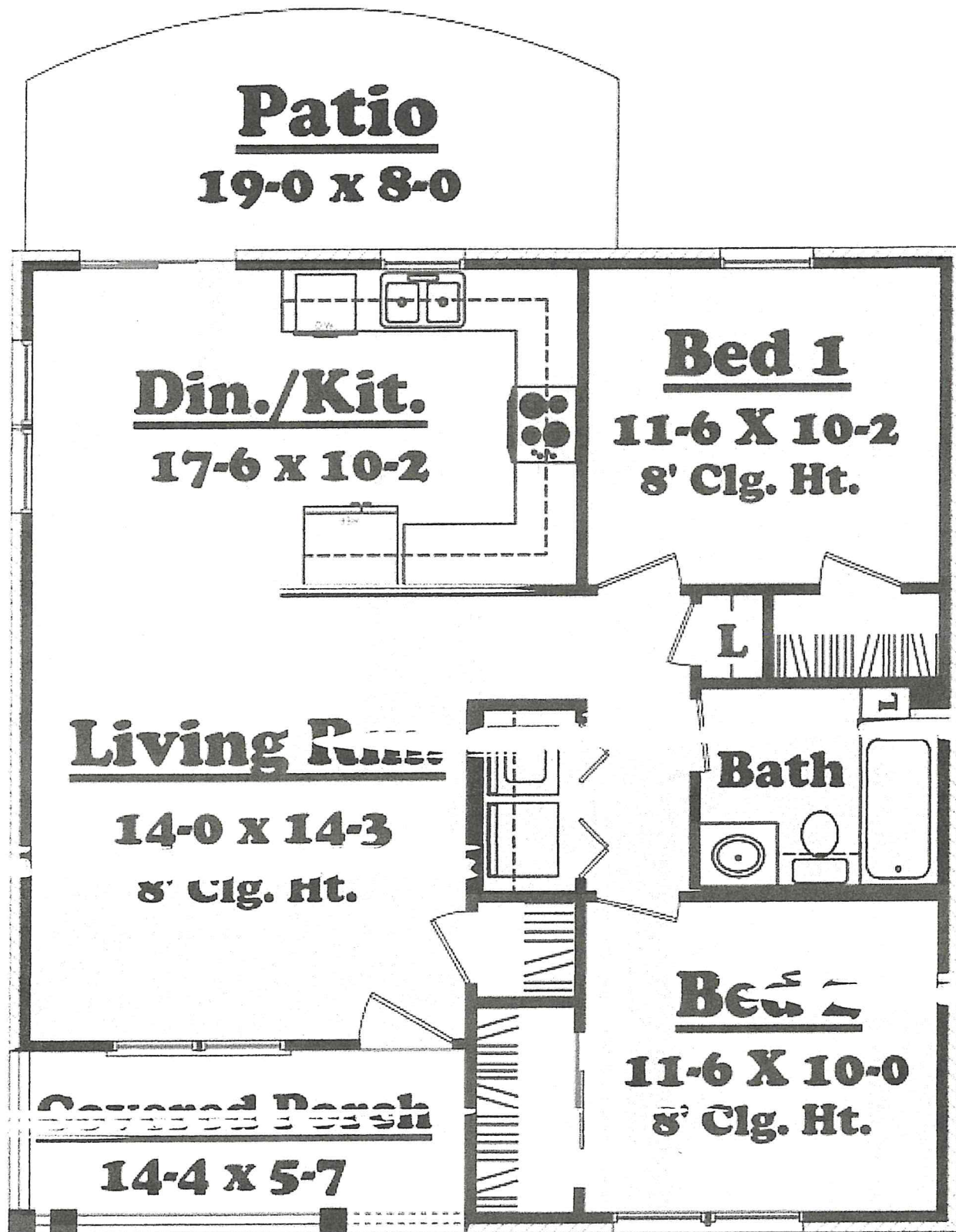
**Select Package****PDF \$1,045.00****ELECTRONIC FORMAT** *Recommended*

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**PDF (Unlimited Use) \$1,745.00**



## MAIN FLOOR



## FEATURES

LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

## DETAILS

TOTAL HEATED AREA:	850 sq. ft.
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BEDROOMS:	2
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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:	<u><a href="#">Show Room Dimensions</a></u>

## FREQUENTLY ASKED QUESTIONS

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.

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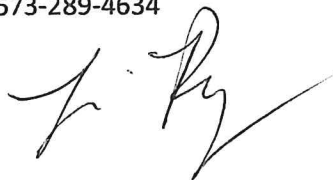
1. 109 Wendal Lane
2. 816 S. 4th St
3. 920 W. Rollins
4. 711 W. Rollins
5. 919 Epperson St
6. 438 Tara Park
7. 1614 Prairie Lane
8. 411 Huntsville Ave
9. 405 Huntsville Ave

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.

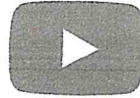
Lisa Perry  
Redhead Properties, LLC  
573-289-4634





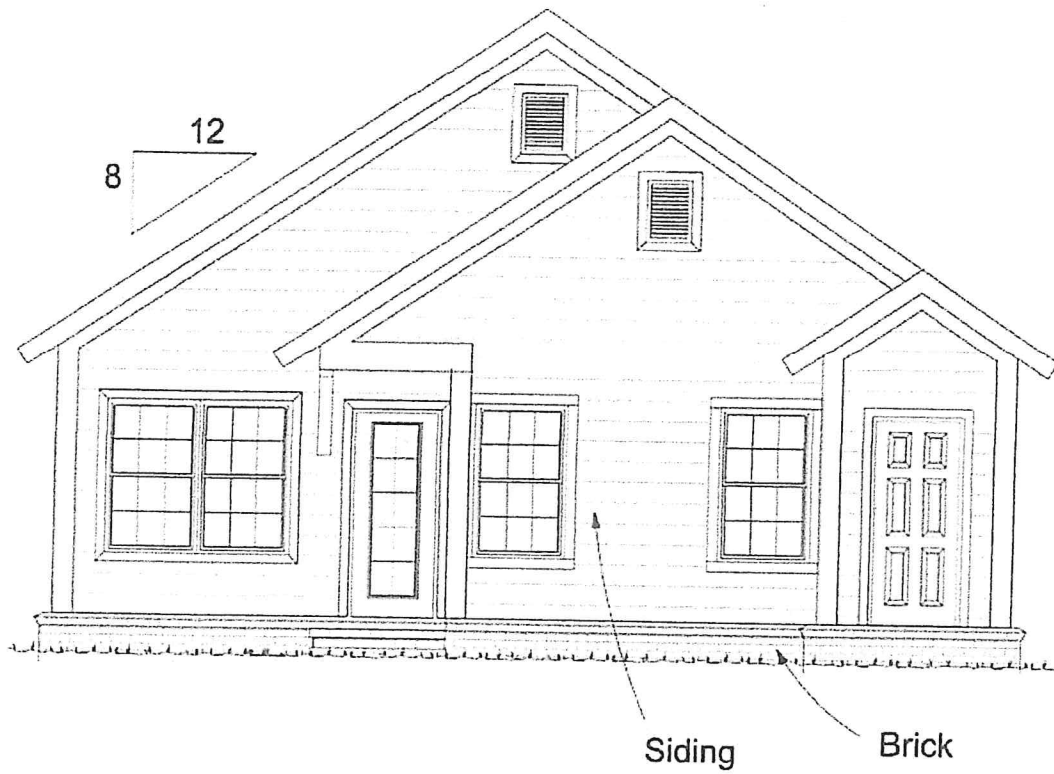
# CRAFTSMAN HOUSE PLAN 4848-00325

CRAFTSMAN HOUSE PLAN 4848-00325

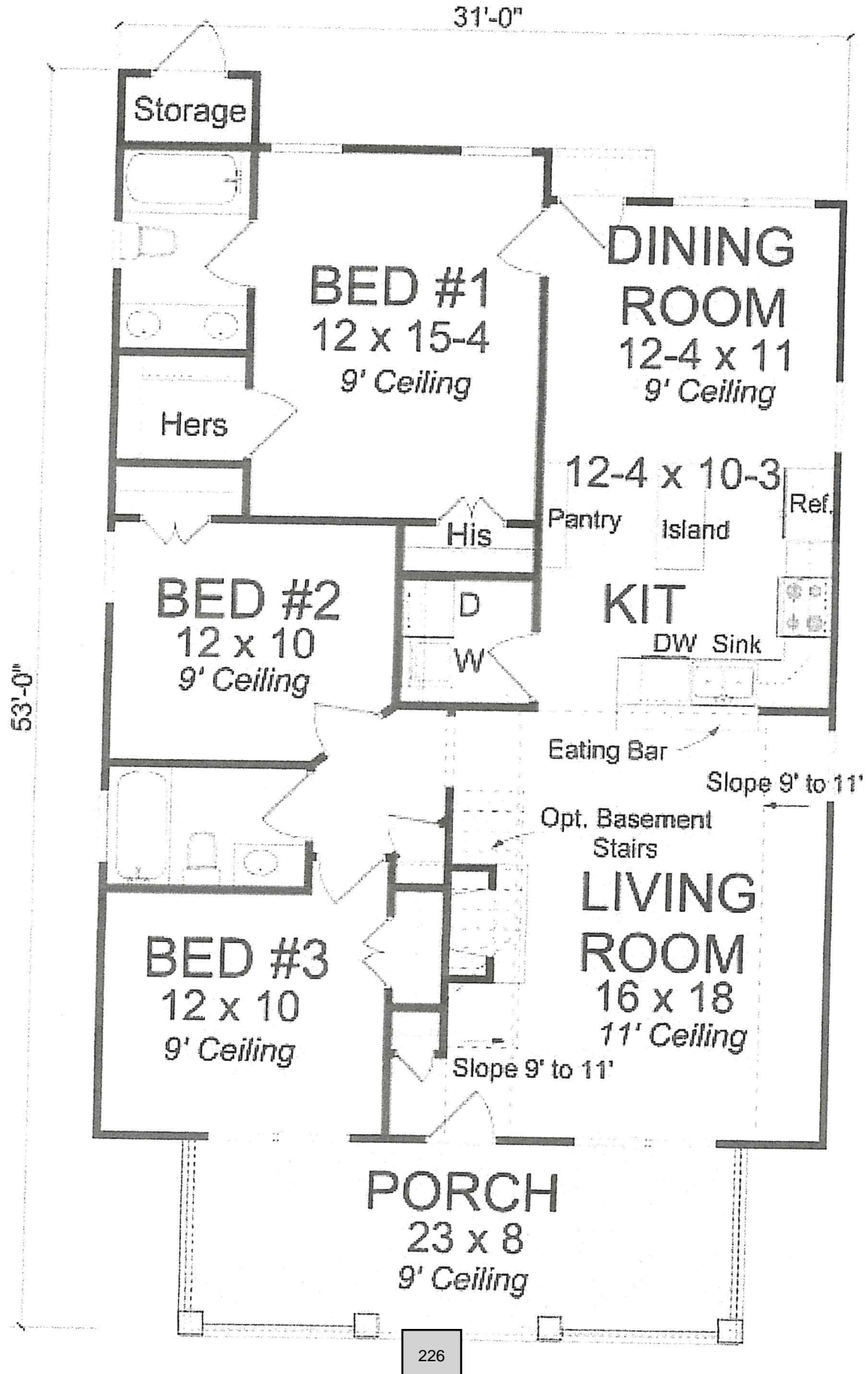


*Roberts*





## MAIN FLOOR



## FEATURES

BEDROOMS:	Master On Main Floor
LAUNDRY:	Laundry On Main Floor
OUTDOOR:	Front Porch

## DETAILS

TOTAL HEATED AREA:	1,277 sq. ft.
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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
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## Proposal for infill development.

Submitted by Tony Stuart with 3 Brothers Construction.

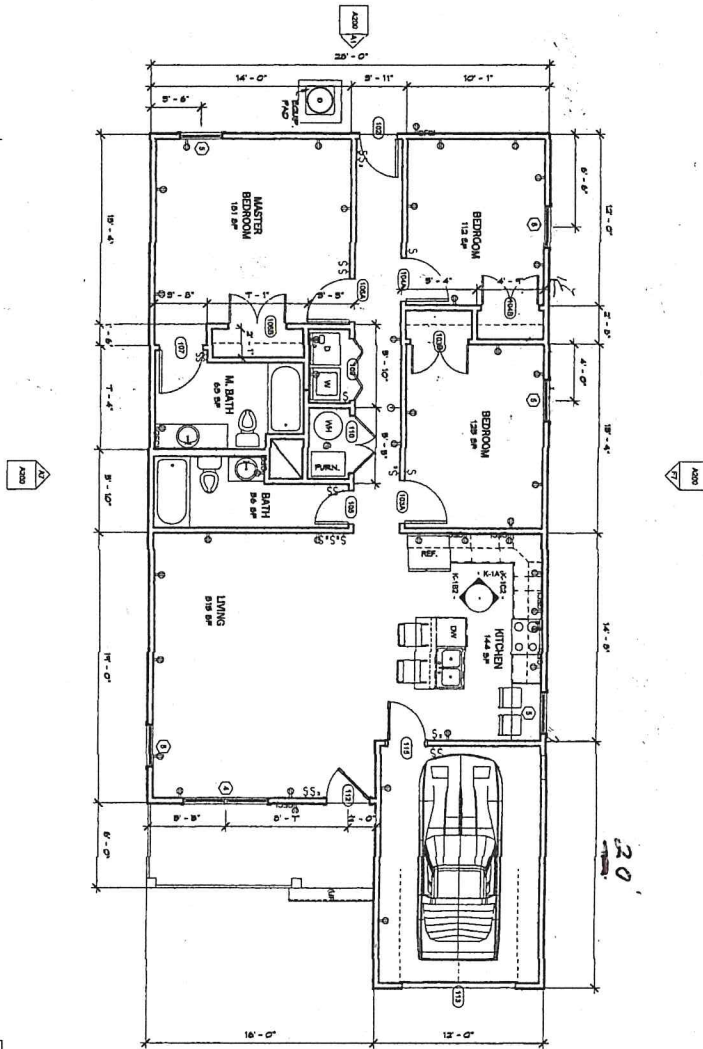
3 bros. is a current licensed contractor. We have built numerous homes and developed many properties and two subdivisions. We have also participated in the infill program in past. We are wanting to build single family dwellings for sale on proposed properties; 514 Roberts, 402 N. 5<sup>th</sup> street, 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.





Window Schedule					
No.	R.O.	R.O.	Type	Height	Comments
	Count	Width	Height		
1	6'-0"	6'-0"	Two Double Hung with Grid	7'-10"	
5	3'-0"	6'-0"	Double Hung with Grid	7'-10"	

Number	Door		Remarks
	Size		
102A	6'2" x 6'0" x 1 B/4"	ENTRANCE	
102B	6'2" x 6'0" x 1 B/4"	ENTRANCE	
103A	6'2" x 6'0" x 1 B/4"	ENTRANCE	
103B	6'2" x 6'0" x 1 B/4"	ENTRANCE	
104A	6'2" x 6'0" x 1 B/4"	ENTRANCE	
104B	6'2" x 6'0" x 1 B/4"	ENTRANCE	
105A	6'2" x 6'0" x 1 B/4"	ENTRANCE	
105B	6'2" x 6'0" x 1 B/4"	ENTRANCE	
106A	6'2" x 6'0" x 1 B/4"	ENTRANCE	
106B	6'2" x 6'0" x 1 B/4"	ENTRANCE	
107	6'2" x 6'0" x 1 B/4"	ENTRANCE	
108	6'2" x 6'0" x 1 B/4"	ENTRANCE	
109	6'2" x 6'0" x 1 B/4"	ENTRANCE	
110	6'2" x 6'0" x 1 B/4"	ENTRANCE	
111	6'2" x 6'0" x 1 B/4"	ENTRANCE	
112	6'2" x 6'0" x 1 B/4"	ENTRANCE	
113	6'2" x 6'0" x 1 B/4"	ENTRANCE	
114	6'2" x 6'0" x 1 B/4"	ENTRANCE	
115	6'2" x 6'0" x 1 B/4"	ENTRANCE	
116	6'2" x 6'0" x 1 B/4"	ENTRANCE	
117	6'2" x 6'0" x 1 B/4"	ENTRANCE	
118	6'2" x 6'0" x 1 B/4"	ENTRANCE	
119	6'2" x 6'0" x 1 B/4"	ENTRANCE	
120	6'2" x 6'0" x 1 B/4"	ENTRANCE	

FLOOR PLAN

LOG NO: 14-1127  
DATE: May 20th



**PROJECT:**  
**Points House**  
**MOBERLY, MISSOURI 65270**

OVERSIC:  
Sheila Points

## 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

230

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	

233

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>

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	

235



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	

236

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>	

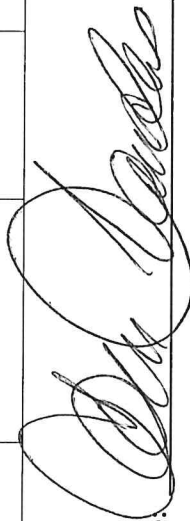
Scorer Signature: Emily Geyga-Furlong

Score Date: 3-30-21

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
238 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: WS #20.  
 Department: Finance  
 Date: April 5, 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:** Direct staff to bring to the April 19<sup>th</sup> Council meeting for final approval

**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:

Name

Term/Expiration

Brian Crane,  
(or successor as duly appointed and  
serving City Manager of the City),

4 Years/May 16, 2025



representative of Rent N' Go, Inc.,  
qualifying as an "Owner."

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  
\_\_\_\_\_ 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

**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**

By: \_\_\_\_\_  
Jerry Jeffrey , Mayor

**ATTEST:**

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

**RENT N' GO, INC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_