

NOTICE OF OPEN MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
April 04, 2022
6:00 PM

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Request From Greg Carroll With Harrier Track Club To Hold A 5k On July 4, 2022

Public Hearing and Receipt of Bids

3. Receipt Of Bids For Installing Epoxy Floor Coating For The Animal Shelter.

Consent Agenda

Ordinances & Resolutions

4. A Resolution Authorizing A Copier Lease Agreement For The Moberly Police Department.
5. A Resolution Accepting The Bid Of Moberly Motors For Two Police Vehicles In The Total Amount Of \$68,598.00.
6. A Resolution Accepting The Bid Of Epoxy Coating Specialists, Inc. To Install Epoxy Floor Coating To The City Animal Shelter And Authorizing The City Manager To Contract For Such Services.
7. A Resolution Recording The Destruction Of Certain Local Government Records.
8. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

9. Consideration of A Motion To Adjourn To A Work Session.

Adjournment

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

March 21, 2022
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Davis to approve the minutes of the March 7, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from Nikki Soendker and Jayme Clevenger, with Unfinished Pieces, to hold an autism awareness 5K walk/run event at Rothwell Park, 9:00 a.m., April 2, 2022. A motion was made by Brubaker and seconded by Kyser to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for the vehicle diagnostic equipment for the Street Barn Shop. **Autotech Systems** - \$12,854; **Snap On** - \$12,191. Snap On does not offer diagnostic equipment for off road (skid loader, excavators, tractors, loaders, etc.) and heavy-duty trucks. Additionally, the City would have to purchase updates at \$749 quarterly (\$2,996 annual additional cost). Autotech Systems offers four years of free updates with their system. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a single axle dump truck. **Viking Cives Midwest** - \$176,788; **Scheppers International Truck Center** - \$185,991. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a V-Plow for the Kubota UTV. **Knapheide Equipment** - Western Impact UTV V-Plow (Electric over Hydraulic), \$5,996; **Crown Power & Equipment** - Kubota RTV X1100 V-Blade (Fully Hydraulic), \$7,371; **Farm Power Lawn-Leisure** - 4PT K-Connect/78: Wide Blade (Fully Hydraulic), \$8,758. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a dozer blade for the skid steer. **Tri-State Equipment (Martin Equipment)** - John Deere DB84 Model, \$6,375; **Blue Diamond** - Blue Diamond HD multi-purpose blade for snow or dirt, \$7,990; **Crown Power & Equipment** - Virnig 84" 6-way dozer blade, \$8,107. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for an 8' snow pusher for the skid steer. **State Equipment (Martin Equipment)** - 2022 Protech SP08, \$4,120; **Crown Power & Equipment** - Virnig V60 96" snow pusher, \$4,325; **Blue Diamond** - Blue Diamond snow pusher HD, \$6,079. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a 7' finishing mower for the Omar N. Bradley Airport. **Crown Power & Equipment** - Quick hitch FDR25 series grooming mower, \$4,660; **McKeown Farm & Lawn** - Rhino FA713 84" 3PT finishing mower, \$5,192.81; **Blue Diamond** - Blue Diamond 84" finishing mower, \$7,039.50. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a 12' snowplow for the new tandem dump truck. **Viking Cives Midwest** - \$7,786; **Henderson Products** - \$11,751; **Knapheide** - \$23,735. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a 7' 3-way tractor blade to be used at the Omar N. Bradley Airport. **Crown Power & Equipment** - Quick Hitch RBT35 Series 3-way hydraulic rear blade, \$3,080; **Rural King** - Taylor Pittsburgh Taylor Way 7' 8500 series HD rear blade with hydraulic offset tilt and angle, \$3,569.97; **McKeown Farm & Lawn** - Rhino 850 84" rear blade three-way hydraulics, \$4,863.98. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for a 2.0 CY salt spreader. **Knapheide Equipment** - 8' western electric salt spreader, \$6,600; **Cherokee Truck Equipment LLC** - Salt Dogg Electric Salt Spreader, \$6,963.50; **Knapheide Equipment** - 8' Western Honda gas salt spreader, \$7,614. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for City Hall HVAC retrofitting. **Smith Heating & Cooling** - \$35,238.93; **Peters Heating & Cooling** - \$62,670; **Controlled Aire** - no bid; **AC Outfitters** - no bid; **Summit Mechanical** - no bid; **Star Heating & Cooling** - no bid. A motion was made by Kimmons and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for the Consent Agenda to be read. Brubaker made a motion for City Attorney, Randall Thompson, to read the consent agenda. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Resolution R1220: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL ENGINEERING SERVICES AGREEMENT WITH BARR ENGINEERING COMPANY FOR MINOR TASKS NOT RELATED TO CONTRACTED FOR SERVICES"

Resolution R1230: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE VEHICLE DIAGNOSTIC EQUIPMENT"

Resolution R1231: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SALT SPREADER"

Resolution R1232: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 3-WAY TRACTOR BLADE FOR THE OMAR N. BRADLEY MEMORIAL AIRPORT"

Resolution R1233: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A FINISHING MOWER FOR THE OMAR N. BRADLEY MEMORIAL AIRPORT"

Resolution R1234: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SNOW PUSHER FOR THE CITY SKIDSTEER"

Resolution R1235: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A DOZER BLADE FOR THE CITY SKIDSTEER"

Resolution R1236: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A KUBOTA UTV V-PLOW"

Resolution R1237: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SLURRY REEL"

Resolution R1238: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH POEPPING, STONE, BACH AND ASSOCIATES TO DESIGN AND ADMINISTER SEWER INSTALLATION ON SPARKS AVENUE"

Resolution R1239: "A RESOLUTION APPROVING A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PREPARE EASEMENTS ASSOCIATED WITH THE ROUTE JJ REGIONAL SEWER PROJECT"

Resolution R1240: "A RESOLUTION APPROVING A LETTER AGREEMENT WITH HOWE COMPANY, LLC TO ACQUIRE EASEMENTS ASSOCIATED WITH THE ROUTE JJ REGIONAL SEWER PROJECT"

Resolution R1241: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE AN INTERNATIONAL DUMP TRUCK"

Resolution R1242: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A TWELVE FOOT SNOWPLOW"

Resolution R1243: "A RESOLUTION ACCEPTING THE BID OF SMITH HEATING & COOLING FOR A RETROFIT OF CITY HALL'S HVAC SYSTEM"

The Resolution bills having previously been made available for public inspection were read by title one time. Davis noted that he would be voting nay going forward on spending any money due to lack of action on the salary study to raise employees' salaries in accordance with the salary study, until the council acts on the salary study. A motion was made by Brubaker and seconded by Kimmons to

adopt the Resolutions. Ayes: Jeffrey, Brubaker, Kimmons and Kyser. Nays: Davis.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 40-715 OF THE CITY CODE BY AMENDING SUBSECTION 145"** and moved that the bill be read for consideration. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title one time. Kyser moved that the bill be tabled indefinitely. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. Bill No. 9694/Ordinance No. 9694 was tabled indefinitely.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$371,845.53"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Kyser. Nays: Davis.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Ashley Apel to be appointed to the Historic Preservation Commission. A motion was made by Brubaker and seconded by Kyser to appoint Ashley Apel to the Historic Preservation Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Candace Rodman and Ryan Blackwell to the Tourism Advisory Commission. A motion was made by Brubaker and seconded by Davis to appoint Candace Rodman and Ryan Blackwell to the Tourism Advisory Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A proposal was received from Randolph County Family and Community Education for \$500 for the Craft and Gift Show in November 2022. A motion was made by Kimmons and seconded by Kyser to approve \$500 toward the Craft and Gift Show. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Brubaker and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of pending legal, real estate, personnel and negotiated contracts. (Closed Statute 610.021) (1,2,3,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

Members present from the news media were: Erik Duick, KWIX/KRES Radio Station.

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

Work Session

The following was discussed at the Work Session:

A request from Greg Carroll with Harrier Track Club to hold a 5K on July 4, 2022.

Receipt of bids for installing epoxy floor coating at the animal shelter.

DRAFT

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Parks and Recreation

Date: April 4, 2022

Agenda Item: A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2022

Summary: Greg Carrol is requesting to host the annual 4th of July 5K to raise funds for the Harrier Track Club. Route will begin at the south driveway to the Lodge. Runners will run on the road, by the James Youth Center, across the dam, by the War Memorial, past Candy Cane City, continuing on past Klein Shelter, and going into Lakewood Drive, and then turning around in Lakewood Drive and going back the same route to the south driveway to the Lodge. (See attached map).

Recommended

Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input 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

Moberly!

City of

Police Department
Troy Link
Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: FEBRUARY 9, 2022
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: MONDAY, JULY 4, 2022

Purpose of event: HARRIER TRACK CLUB INDEPENDENCE 5K

Name of event director: GREGORY Q CARROLL

Contact phone, & Address of director: 660 263 4947

Approximate number of participants: 100 - 125

Route requested, Begin & End Time: PACKET PICKUP 7:00AM RACE 8:30-10:30AM
START AT SOUTH DRIVEWAY TO LODGE. EAST
AND SOUTH ON PARK RD ACROSS DAM AROUND
TO AND PAST CANDY CANE CITY, LOOP AROUND
AND THRU LOST HILLS AND RETURN SAME ROUTE.

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: _____

Will the organization furnish personnel to assist with the event?

Yes: X No: _____ If yes, how many? 10 - 15

Signature of applicant: Gregory Q Carroll

















Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins. For races occurring in Rothwell Park, please contact the Parks and Recreation office to obtain specific guidelines that only apply to races located inside the park.

❖ No permanent paint may be used on roads or 8. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

Parks & Rec Legend

-  Park Property
 West 43 Wilderness Area
 Road Access
 Walking Trail
 Restrooms
 Picnic Areas
 Shelter House
 Tennis Courts
 Basketball Court
 Volleyball Court
 Playground Equipment
 Archery Area
 Horse Shoes
 Disc Golf Course
 Disc Golf Course B
 Mini Train Station



Rothwell Park
Athletic Complex
Legend

- A - Concessions/Restroom
- B - Playground
- C - Baiting Cages
- D - Parking
- E - Championship Baseball Fields
- F - Softball Fields
- G - Soccer/Football Fields



City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Police
 Date: April 4, 2022

Agenda Item: Receipt Of Bids For Installing Epoxy Floor Coating For The Animal Shelter.

Summary: The Moberly Animal Shelter kennel runs are painted concrete blocks. That paint routinely peels and must be power washed and re-painted every couple of years. The kennel floors are un-treated concrete and hold odors, easily stain and both the walls and floors are difficult to sanitize. The Missouri Department of Agriculture inspects the shelter annually and has repeatedly required us to address the peeling paint as it is a hazard to the animals. To eliminate peeling paint, improve sanitation efforts and reduce odors, all the floors, walls, and each kennel run, require the paint stripped, any cracks, hole or irregularities filled, and an epoxy coating applied per manufacturer's instructions. This epoxy coating treatment is limited to the kennel area, walls and floors and each kennel. It does not include the garage or office areas. Bids were solicited and received from ECS Epoxy Coating Specialists (35,475.00), Permatek Coatings, (41,169.88) and Archway Industrial Coatings Inc, (48,174.00). This is a partially budgeted expense, 14,000 dollars was budgeted, but due to a calculation error in total footage to be covered and a cost calculation error on our part, the budgeted amount is not enough. Money left over from three other projects at the police station (station camera upgrade, concrete replacement, and the email replacement) all came in under their estimated costs. A total of \$17,729.00 is available to move to help fund this project. The remaining \$3,746.00 can come from building maintenance, as that line item contains sufficient monies. Staff recommends accepting the low bid of \$35,475.00 from ECS.

Recommended

Action: Approve The Request

Fund Name: Building Maintenance

Account Number: 100.007.5300

Available Budget \$:
51,790.00

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

EPOXY FLOOR COATING PROPOSAL

TO: Becky
Director

RE: Moberly Animal Shelter
153 W Outer Road
Moberly, MO 65270

EMAIL: moberlymoanimalshelter@gmail.com

PHONE: 660-833-7330

DATE: 2/14/2022

Epoxy Coating Specialists, Inc. (E.C.S.) promises and proposes to furnish all labor, material, equipment, insurance and supervision required for an installation generally described as follows:

AREA: Kennels; approximately 1,460 square feet of flooring, 375' of integral cove base, and 2,900 square feet of walls at 6'H.

SYSTEM: Decorative Flake Flooring System with Moisture Primer and Chemical Resistant Satin Urethane Topcoat.

PROCEDURES: Prepare surfaces in accordance of manufacturer instructions with mechanical means (self-contained grinding and/or shotblasting).
Prefill surface irregularities holes and cracks.
Apply resinous coating system per manufacturer instructions.
Perform calcium chloride/relative humidity test on concrete (if required).

SCHEDULE: Pricing is based on completing all work in ONE mobilization, 2-day application schedule; over a regular work week, Monday – Friday, 7AM – 5PM.

NOTES: Owner/General Contractor agrees to provide receptacle for waste.
Power: 480V; 3 Phase 60 amps and 120V; 20-amp electrical sources. (If not see, "Options" for ECS to provide a generator).
Owner/GC to provide adequate lighting equivalent to permanent & temperature-controlled environment.
ECS will need a mixing/staging area in close proximity to area to be coated.

PRICE **Furnished and Installed for the sum of** **\$35,475.00**

NOTE: A Project Exemption Certificate is required for Sales/Use Tax Exemption; if applicable, please secure this document upon acceptance of this proposal)

OPTIONS: Extra mobilizations or weekend work; ADD the sum of \$1,500.00; per mobilization.
3phase 480V Generator required; ADD \$325.00/day or \$1,400.00/week.
Moisture Mitigation System IF required due to high moisture level in concrete; ADD \$1.50-\$3.00/sf based on moisture levels.

TERMS: Payment within twenty (20) days of E.C.S. project completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. By accepting this offer, purchaser agrees to the terms and conditions set forth on the face and reverse side hereof.

Mitchell Sailors

Accepted By

Submitted By: Mitchell Sailors

msailors@epoxyspecialists.com; Cell: 816-868-4288

Date

If this proposal is not accepted within twenty (20) days from date herein, it may be withdrawn at E.C.S.'s option.

Subject to the provisions of this Proposal

- 1.) E.C.S. shall not be held responsible for damage or delay resulting from Acts of God, riots, civil commotion or disorders, delays or default by carriers, inherent defects in premises where the work is to be done, strikes, fires, or other causes beyond E.C.S.'s reasonable control.
- 2.) No allowance is made in this proposal and no deductions will be permitted from the amount designated for specific or pro-rated charges on account of general cleaning, plaster patching, heat, light, power for machinery, and storage space in the building shall be furnished by the owner or general contractor without expense to E.C.S.
- 3.) In the event the product furnished by E.C.S. is water based, the storage space must be heated to at least forty-five (45) degrees Fahrenheit and such temperature must be maintained throughout the time of storage.
- 4.) If the products to be furnished by E.C.S. for use in the project are to be installed in cold weather, the area to which such products are to be applied (substrate or surface) must be heated to at least fifty (50) degrees Fahrenheit during installation and curing cycle.
- 5.) If a surety bond is required, the amount of the premium shall be paid to E.C.S. in addition to the amount specified for the work above.
- 6.) Authorization to commence work indicates readiness of the previous surface; E.C.S. cannot be held responsible for composition, integrity or substrate prepared by others.
- 7.) E.C.S. cannot be held responsible for inconspicuous deficiencies in substrates or prior surfaces, such as structural movement, shrinkage cracks, moisture transmission due to lacking or ineffective vapor barriers, etc.
- 8.) This proposal and any Agreement resulting therefrom as herein provided is subject to modification in price to cover increase or decrease in the costs of either labor or materials or both, including any additional costs of obtaining materials from other than normal sources of supply.
- 9.) For a period of one (1) year from the date of substantial completion of E.C.S.'s work covered hereby or from acceptance of any alleged faulty material or improper workmanship, whichever is earlier, E.C.S. agrees to replace any faulty materials furnished by E.C.S. and to repair any improper workmanship performed by E.C.S. subject to and this warranty is expressly conditioned on E.C.S.'s promptly receiving written notice from Owner of any such defects or any improper workmanship, and an opportunity to inspect the same prior to their being disturbed or otherwise moved. Instead of replacing such materials or repairing such workmanship, all of E.C.S.'s obligations under this paragraph can be satisfied at our option by our refunding the cost of such defective materials or improper workmanship if E.C.S. has been previously paid or by issuing a credit memo for such amount if E.C.S. has not been previously paid. E.C.S.'s liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall E.C.S.'s responsibility or liability exceed the amount E.C.S. is entitled to receive for performing this work.

E.C.S. will issue its warranty to Owner upon completion of this contract in the same form, attached hereto and identified as a "Sample Warranty". E.C.S.'s warranty extends only to the extent and to the materials and workmanship which are expressly described in the sample warranty attached hereto. E.C.S. shall not be obligated to perform any warranty work provided for in this agreement until all sums of principle and interest payable under this contract have been paid in full.
- 10.) Attachment "A" is considered part of this proposal for work.
- 11.) It is understood that the entire Agreement between the parties is contained in this Proposal and that no verbal or other understandings shall be binding on E.C.S., and any amendment hereto shall be made in writing.
- 12.) This Proposal shall not become a Contract until accepted by both parties in writing.
- 13.) Attachment "B" is considered part of this proposal for work.

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

SECTION "A"

Achieving a Slab Which Will Support the Installation Of Floor Coverings and Coatings

1. Develop and understanding of the site soil conditions. Will development and landscape irrigation create a perched water table?
 2. Install a sub-slab vapor retardant, designed for the purpose.
 - A. 100% virgin material
 - B. Documented permeability; at 0.050 or less
 - C. Puncture resistant
 - D. Non-biodegradable
 - E. Installed to the standards of ASTM E-1643-98
 3. If a "blotter" course is specified use a compactable fill rather than sand*.
 - A. Dry sand does not compact and requires wetting for stability
 - B. Place concrete directly on vapor retardant, eliminating blotter course
 - a. This is the preferred method and recommended under ACI-302 1.R
 4. Screeds should be set on legs and pads, rather than allowing stakes and pins to puncture the vapor retardant.
 5. Place concrete utilizing the lowest possible water/cement ratio.
 - A. Request mix design at .45 to .50 water/cement ratio.
 - B. Fly ash in the mix design will increase workability while reducing finished surface alkalinity.
 6. Large aggregate should be as large as possible, but no greater than 1/3 the thickness of the slab.
 - A. 4" thick slab should have aggregate up to 1"
 - B. 5" thick slab should have aggregate up to 1½"
 7. Seven day moist cure the slab, curing blankets are not being used for this purpose.
 8. After curing, allow sufficient time for drying.
 9. Adjust finish schedule when rain and other inclement weather affect the drying of site concrete.
- While the above outline cannot guarantee a "dry" slab, these steps will offer the driest and densest slab deliverable. Any additional topical moisture vapor control treatment (required to ensure floor covering installation) should be minimal.

SECTION "B"

Request for Customer/Owner Disclosure of Known Regulated Wastes Prior to any Coatings Applications

ECS is an authorized applicator for numerous resinous floorings and special coatings. As part of our application process we must "ready" an existing floor in order to achieve a "bond" with existing surfaces. Accordingly, ECS may need to utilize self-contained vacuumed shot blast and/or diamond grind preparation methods. To ensure the health and safety of our employees, ECS requires its customers to disclose any known or potential regulated waste hazards prior to the start of any application project.

Specific to shot blasting or grinding preparation methods, dust particulates and/or spent steel shot wastes are generated. Please be aware that ECS is not licensed to remove/transport/store **regulated** (hazardous) wastes. If regulated wastes exist at a given jobsite it is the Owner/Customer responsibility to secure proper removal and disposal prior to ECS' scheduling and arrival to work.

Furthermore, it is agreed and understood that any/all materials (i.e. debris, residue, dust) which are **non-regulated** wastes, having been generated in the application process, will be containerized by ECS for disposal. However, ECS customers assume full responsibility and shall make appropriate arrangements for the proper disposal of wastes generated during a coatings application at their facility.



February 18, 2022

Becky
Moberly Animal Control
153 West Outer Rd.
300 N Clark Street

Dear Becky,

ARCHWAY Industrial Coatings, Inc., would like to thank you for the opportunity to submit the attached proposal. Our technical staff has carefully chosen the flooring system that will best meet your specific needs. If the attached proposal meets with your approval, please sign and return by email, mail or by fax to:

ARCHWAY Industrial Coatings, Inc.
#92 MB Corporate Park Court
St. Charles, MO 63301
adam@archwaycoatings.com
(636) 946-6464 office
(636) 946-6467 fax
(314) 323-8986 – Adam's Cell
Attn: Adam Speno

We have a large list of satisfied customers and would be happy to provide references upon request.

If you have any questions, or if we can be of further assistance to you please do not hesitate to call.

Sincerely Yours,

John Speno/Adam Speno



February 18, 2022
Re: Proposal #220207s2

The City of Moberly
Animal Control/Dog Pound
Becky
153 W Outer Rd.
300 N. Clark St.
Moberly, MO

PROPOSAL

JOB SITE LOCATION: Moberly, MO

AREA: Dog Kennels (approx. 1,460 sq.ft. floor; 375 ln.ft. cove; 2,872 sq.ft. walls between 4'-6' high)

SYSTEM: Decorative Epoxy Flake

SCOPE OF WORK:

- Abrade walls to profile surface
- Trowel spoon cove base to 375 ln.ft.
- Diamond grind floor with HEPA dust collectors
- Fill any large holes/cracks with rigid epoxy filler
- Apply 100% solids pigmented base coat to walls
- Broadcast flake to rejection
- Apply 100% solids clear intermediate to walls
- Broadcast flake to rejection
- Apply 100% solids epoxy primer to floor
- Apply 100% solids pigmented base to floor
- Broadcast flake to rejection
- Apply two 100% solids UV stable grout coats to walls
- Apply one 100% solids UV stable grout coat to floor
- Sand and tack
- Apply high solids, UV stable, chemical resistant urethane topcoat to floors and walls

SCHEDULING:

NOTE: Archway Industrial Coatings, Inc., will not schedule the projects or give a tentative schedule date for the project until we have received a purchase order and/or signed proposal.

Becky
February 18, 2022
Proposal #220207s2

WARRANTY: One Year (See TERMS AND CONDITIONS)

TERMS AND CONDITIONS: Attached

PRICING:

Archway Industrial Coatings, Inc., will furnish all labor, equipment and supplies necessary to prepare and apply the coatings. Unless specified in above quote, this price is based on bare concrete. Any additional labor to remove any other substances will be added to the price. Some vapors and fumes may enter materials or goods in your facility as with any floor coatings product. Though this is unlikely, you need to be aware of the risk and our company cannot be held responsible.

1. PRICES BASED ON REGULAR WORKING HOURS - **EVENINGS, NIGHTS, WEEKENDS AND HOLIDAYS** AVAILABLE AT A PREMIUM.
2. THIS PRICE BASED ON ONE MOVE-IN, MONDAY-FRIDAY, THEN FOLLOWING MONDAY-WEDNESDAY, EIGHT (8) DAYS TOTAL, IN ORDER, AS DESCRIBED IN THE **SCOPE OF WORK**.

PAYMENT TERMS: *Net 30 days*

PRICE: \$48,174.00

Due to current materials market instability, proposal pricing will expire five (5) business days from proposal date. Please contact Archway to confirm pricing prior to signing proposal or sending a signed PO to us.

Archway needs 72 hours' notice to change the project start date, once established or extra charges will occur.

If Archway gets to job and customer is not ready, all lost wages and expenses will be added to the contract price.

All credit card payments will be charged an additional 3.75% fee.

A signature of customer or their representative hereon acknowledges agreement to the above terms.

SIGNATURE: _____ John Speno/Adam Speno

TITLE: _____ Project Manager
Archway Industrial Coatings, Inc.

DATE: _____ DATE: _____

ARCHWAY INDUSTRIAL COATINGS, INC., GENERAL TERMS AND CONDITIONS

The following terms and conditions are hereby made part of Agreement:

1. RESPONSIBILITIES OF ARCHWAY INDUSTRIAL COATINGS, INC.

Archway Industrial Coatings, Inc. has visually inspected the project site prior to commencement of work and agrees to the contract work based on existing nature of project site as it appears. In the event that concealed conditions are revealed which would materially change the contract, Archway Industrial Coatings, Inc., is entitled to cease work until such time as the contract sum has been adjusted equitably for such change.

The following work is not included in price of quote, unless specifically stated in section noted as Scope of Work, removal of paint, stains, existing coatings, sealers, excessive dry wall mud, filling joints and cracks, poor concrete, or concrete splash. Also, not included is any pre-filling of holes, or leveling of slabs, or needed pre-priming due to excessive oily high moisture content floors.

2. RESPONSIBILITIES OF CUSTOMER

- a. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic material and other products stored at or near project site to avoid contamination or spoilage.
- b. Customer shall provide Archway Industrial Coatings, Inc., at no charge, all necessary utilities required and hook up for the proper execution of contract work. Customer shall also provide a dumpster or waste receptacle in which Archway Industrial Coatings, Inc., may dispose of its waste and rubbish.
- c. Customer shall provide and maintain a minimum continuous temperature of 60°F at floor level and provide similarly suitable warm and dry area for storage of products and equipment during the course of work.
- d. Building should be kept at an ambient, controlled temperature for three (3) days prior to coating installation and ten (10) days after coating installation. According to concrete vapor emission consultant, Ralph Godfrey, the aforementioned controlled environment will greatly decrease the chance of vapor emissions from the concrete. If the environment cannot be controlled, the temperature inside the building should not be brought up or down (depending on the time of year) to ambient temperature for at least ten (10) days after coating is installed.
- e. Moisture test should be performed. Archway Industrial Coatings, Inc. is not, nor does it claim to be, experts regarding moisture, therefore, we recommend using an outside testing company.
- f. Customer shall supply permanent lighting to insure a great installation. Customer shall inspect finished floor with the same permanent lighting. If approved temporary lighting can only be supplied at the time of installation, the floor could look different under permanent lighting.

3. PAYMENTS

- a. Customer shall promptly remit payment for bills submitted by Archway Industrial Coatings, Inc. upon receipt of said bill. Archway Industrial Coatings, Inc. reserves the right to submit to the customer applications for payment during the course of any contract work that exceeds thirty (30) days.
- b. Warranty is void if payment not made in full.
- c. When your job is scheduled, the dates, time frames, etc. are confirmed with the superintendent or owner. Should Archway Industrial Coatings, Inc.'s crew(s) arrive to the job site, and the area is not ready, there will be a waiting charge and/or a trip charge to return to the project at Archway Industrial Coatings, Inc.'s earliest convenience. The trip charge will amount to four (4) man-hours for each man that was sent to the project.

- d. A 25% restocking fee will be charged on all returned materials for cancelled project(s) reduced in quantity for which Archway Industrial Coatings, Inc. has ordered materials.

4. LIMITATION OF LIABILITY

The parties acknowledge that in the event repairs need to be performed to the contract work, Archway Industrial Coatings, Inc.'s liability shall be limited to furnishing labor and necessary materials to reinstall any defective areas. The parties further acknowledge that Archway Industrial Coatings, Inc., shall not be responsible for any consequential or incidental damages. At Archway Industrial Coatings, Inc.'s election, refund is not to exceed original cost to the owner.

5. EFFECT OF DEFAULT

- a. Right to Stop Work: Archway Industrial Coatings, Inc. shall have the right to stop work if any payments due are not made as provided under this Agreement.
- b. Cost of Performance: If Archway Industrial Coatings, Inc. is entitled to stop work as outlined above, it shall have the right to bill the customer for work rendered, up to the date of stoppage, and for materials shipped to project site.
- c. Interest on Unpaid Balances: Customer agrees to pay a 1.5 percent per month penalty on the unpaid balance of any defaulted payments.
- d. Attorneys Fees: In the event any litigation or arbitration arises out of this agreement, the court shall award to Archway Industrial Coatings, Inc. reasonable costs and attorney's fees incurred by Archway Industrial Coatings, Inc. In addition, if Archway Industrial Coatings, Inc. is required to initiate legal action to collect any amounts due to owing or to foreclose on any liens filed on the work, such costs and fees, including all pre-litigation expenses, including attorney's fees, shall be awarded to Archway Industrial Coatings, Inc.

6. WARRANTY

No warranty is given or implied, unless clearly stated in the attached proposal/contract. All warranties given include, and are limited to, the following conditions:

- a. Archway Industrial Coatings, Inc. will guarantee the bond of the new coating/flooring system to the concrete substrate or the existing coating/flooring for a period specified in the contract.
- b. All workmanship to be performed in accordance with the manufacture's recommendations and technical specifications.
- c. De-lamination in the form of chipping, caused by impact, nail-gouges from pallets, or any other careless or abusive treatment of the coating/floor system is not covered under this warranty.
- d. Archway Industrial Coatings, Inc. shall not be held liable for:
 - 1. Loss of bond of coating by occurrence of hydrostatic pressure, vapor pressure, capillary action, or of water, oil, or any contaminate from within, under, or adjacent to the concrete surface at point of installation or post installation. (See below for testing procedure).
 - 2. Bond failure of the product caused by deficiencies in the substrate including, but not limited to, the presence of ionic compounds or soluble salts, alkali silicate reaction, alkali aggregate reaction, shale-pop, and other expansive reactions of aggregates and reinforcements.
- e. Archway Industrial Coatings, Inc. shall not be liable for damage to floor system caused by structural movement, burning of coating/flooring (torches, molten metals, etc.), or damage to floor caused by chemical attack by materials other than specified to be in use at the time of application.
- f. Troweled flooring systems cannot be guaranteed or otherwise warranted to provide positive drainage, unless floor system was contracted to be pitched to specified drains.

- g. This warranty does not cover damage to floor caused by premature wear due to improper maintenance of flooring system.
- h. This warranty is void if cleaning procedures involve the use of hot water above the following:
 150° F - all coatings (excluding urethane concrete)
 230° F - urethane concrete
- i. Owner's remedies shall be limited to Archway Industrial Coatings, Inc.'s election of either refund (not to exceed original contract price) or correction of defected areas.
- j. If any repairs need to be done during the warranty period or after, customer needs to give Archway Industrial Coatings ample amount of time to perform repairs. Floor slab also needs to be dry and back to original temperature that work was originally completed. If different material is needed because of different conditions, customer will have to absorb additional cost, warranty or no warranty.
- k. Due to unknown circumstances, there is a possibility that joints which are filled may shrink or expand. This movement may cause cracking or heaving of the filler, which may mirror through to the floor coating. Any cracking and/or swelling at joint filler is not covered by warranty.

7. SPECIAL NOTES

- a. If slip resistant aggregate is chosen to be broadcast into a thin film product, owner or owner's agent must be present to choose desired texture and desired amount of aggregate to be used. Archway Industrial Coatings, Inc. will not be responsible for hard to clean floors because the owner chose too much aggregate, or for floor being too slick because the owner chose too little or no aggregate. If no one is present at the time Archway Industrial Coatings, Inc. must recoat (there is short window of time to apply the topcoat before it will not bond to the surface), Archway Industrial Coatings, Inc. will use their best judgment and broadcast consistent with the majority of the floors they do. Archway Industrial Coatings, Inc. will not be held liable if this does not suit the owner's needs. Broadcasting is done by hand; Archway Industrial Coatings, Inc. will do its best to provide a uniform broadcast, however, it will not be perfect, and we will only be held to industry standards.
- b. If proposal includes repair of cracks 1/16" or bigger, Archway Industrial Coatings, Inc. cannot guarantee that the floor will not crack next to the repaired crack or elsewhere.
- c. Archway Industrial Coatings, Inc. strongly recommends using products that are essentially odor free. If a product with solvent is chosen, the area must be free from all people, except the installation crew. Archway Industrial Coatings, Inc. will accept no responsibility for damage to owner's product or people within the building, or adjacent buildings, due to fumes.
- d. Archway Industrial Coatings, Inc. will do its best to make you another satisfied customer. Floor coatings are installed by hand. We can only be held to industry standards.
- e. Time frames are approximate. Archway Industrial Coatings, Inc. cannot be held responsible for unforeseen challenges identified midway through project.
- f. Fish eyeing can sometimes be a problem in areas where heavy silicon and/or oils are used (i.e., automobile service area). Although Archway Industrial Coatings, Inc. takes every precaution (i.e., shot blasting, degreasing, acid washing and diamond grinding), we cannot be responsible if fisheyes occur. Fish eyeing is sometimes an incurable problem.
- g. All bids are quoted on a non-union basis unless otherwise specified in the proposal.
- h. Archway Industrial Coatings, Inc. makes no warranty in regard to an exact color match between existing flooring and new flooring. As with carpeting, dye lots change from one order to the next and we cannot guarantee that a new application (as in touch-ups) will match a previous application, even if they are the same product and color previously used.

- i. On the jobsite it is normal to expect some minor variance in the finished appearance from area to area, either in texture, topcoat thickness, minor pinholes from air release, airborne particles that become entrapped in the wet resin, an occasional roller mark, etc. Over time these very minor irregularities tend to be less noticeable due to normal traffic on the floor. It is not realistic to expect a custom installed seamless resin floor finish to be 100% perfect in appearance with zero blemishes.

8. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other verbal or written agreements, understandings, or customs affecting agreement.

MOISTURE CONTENT TEST METHODS

Archway Industrial Coatings Inc. will test floor for vapor emissions and moisture before application of floor coating using the Delm Horst Moisture Meter and or polyethylene film test

(ASTM D 4263-83). These tests are done at no charge. If the customer requests Calcium Chloride testing, he may contact an outside testing firm or contract Archway Industrial Coatings Inc.

All tests regardless of the testing procedure are merely a snapshot of the moisture condition at that time.

Moberly Animal Shelter
 Becky Bonuchi
 153 West Outer Road
 Moberly, MO 65270
 (660) 833-7330
 moberlymoanimalshelter@gmail.com

2/18/2022
 RFQ: Polymer Coatings

Thank you for the opportunity to work with you on this project. PermaTek is a National Polymer coating Installation Company that specializes in floor and wall coatings designed specifically for Animal Care Facilities. Installation labor is provided by PermaTek's own trained and certified employees. This proposal is based on market specific proven products and installation methods and comes with a full 1 year labor warranty. I look forward to working with you on your project.

Scope of Work

PermaFloor
 Granite System to be installed in 24 Runs (eighteen 4' x 6', five 6' x 6.5' & one 5.5' x 6') and the Quarantine Room.

We will provide the following options:

- Option 1 - Add Vapor Barrier/Moisture Mitigation Primer for the 24 Runs (eighteen 4' x 6', five 6' x 6.5' & one 5.5' x 6') and the Quarantine Room. This option will only be necessary based on site testing or as directed.
- Option 2 - Add PermaWall Neat Coat System 6' high inside the 24 Runs (3' high on the back wall of the 5 large Runs) and 2" cant cove to the base of walls in the 24 Runs and the Quarantine Room.

Installation

Floors

PermaFloor Granite System is a high build decorative flake broadcast flooring system that provides a beautiful granite like finish that offers superior abrasion and chemical resistance. PermaTek's responsibilities include:

- Pre- jobs set up and walk through to make sure that everything is ready for production.
- Site condition testing performed and documented. Testing will include one or more of the following – Substrate moisture readings, substrate temp, ambient Temperature and ambient humidity readings.
- Surface grinders with hard diamond bits will prepare the floor surface to a profile between ICRI CSP2 and CSP3. This prep method will utilize both rotary floor and hand held grinders. All grinders are equipped with vacuum assisted dust shrouds.
- Install 2" cant style cove to the floor/wall junction. (if option is chosen)
 - PermaMortar PT700K

- Patch minor dings, minor spalls, imperfections and rigid fill saw cuts.
 - PermaCast PT200
 - PermaSil
 - PermaMortar PT700K
- Install Moisture Mitigation Primer. (if option is chosen)
 - PermaMVR PT101 @ up to 15 mils
- Install PermaFloor Granite System on floor and topcoat with 2 high build clear polymer topcoats.
 - PermaCast PT100 @ 10 mils
 - PermaTek colorant
 - PermaFleck Vinyl Flake
 - PermaClear LV PT301 @ 12 mils
 - PermaClear LV PT301 @ 8 mils

Walls (Optional)

PermaWall Neat Coat System is a 25 mil. high build, 100% solids, three-coat wall system formulated to produce a durable, mar-resistant, chemical resistant coating that can be applied to a myriad of surfaces.

- Mask appropriately to protect surroundings.
- Prepare substrate – quote includes light sanding of substrate.
- Patch small voids and holes
 - PermaCast PT 200
 - PermaSil
- Fill pores of CMU with 2 layers of high build block filler.
 - PermaPrime PT 502 at 10 mils
 - PermaBlock Fill PT 500 at 10 mils
 - PermaTek colorant
- Apply a high build top coat.
 - PermaWall Glaze PT 501 at 6 mils
 - PermaTek colorant

Additional Notes

- Base quote is based on up to 764 square feet of floor.
- Option #2 is based on adding up to 438 linear feet of 2" cant cove and up to 2,313 square feet of wall area.
- Quotation is based on site unseen.
- Quotation is based on PermaTek Coatings being provided with clean & bare concrete. We have estimated that floor grinding will take up one day.
- Our coatings will mimic the contours of the substrate.
- Where wall coatings are to be installed in areas that will have animals housed recommended wall substrate is CMU or cement board.
- If 2" cant cove is being installed against FRP Panels or Wall Tiles, the wall system needs to be within a 1/4" or less of the floor.
- Fiber reinforced concrete may result in additional preparation costs and will be billed on a Time and Material basis.
- Please make sure to note terms and conditions; electrical requirements and site conditions.
- Quote is based on one (1) mobilization; should additional mobilizations be required, additional costs may be incurred.
- Customer is responsible for setting drain(s) height, as well removal of tape and concrete to drain(s) and accompanying drain parts prior to our arrival.
- Material is non-returnable. Once ordered, the customer is fully responsible for payment.
- Work was not bid including Holiday pay.
- Protection of surfaces after completion of installation is not included.

TERMS AND CONDITIONS

1. STANDARD TERMS. These terms and conditions (the "Standard Terms") constitute an integral part of the Order Acknowledgement by PermaTek Coatings ("PermaTek") to the addressee of the Order Acknowledgement (the "Customer"). "Products" and "Services" refer to the goods and materials, and services (if any), described in the Order Acknowledgement. "Work" means the project(s) described in the Order Acknowledgement, which may consist of furnishing both Products and Services by PermaTek. The Order Acknowledgement, including these Standard Terms and any Change Orders (as defined below), constitutes the complete Contract ("Contract") between PermaTek and the Customer concerning the sale of the Product and Services.

2. ACCEPTANCE OF CONTRACT. The Customer shall be deemed to have agreed to all of the terms of the Contract by: (a) signing the Contract or acknowledging its acceptance of the Contract in some other writing; (b) failing to object to the Contract as printed in writing prior to shipment or commencement of the Work by PermaTek; (c) allowing PermaTek to commence furnishing Products or Services; or (d) making any payment for the Products and/or Services furnished.

3. PRICE. PermaTek agrees to furnish all equipment, materials, and labor necessary for the completion of the Work described in the Order Acknowledgement for the price as stated therein. Unless otherwise provided in the Order Acknowledgement, all prices are exclusive of sales, use, VAT or similar taxes. Pricing for the Work is good for 30 days from the date issued as shown on the Order Acknowledgement.

4. TERMS OF PAYMENT. Payments due pursuant to the Order Acknowledgement and any amendments thereto shall be paid per payment terms stated below unless other payment terms have been approved. Minor touch ups and owner caused delays shall not excuse full payment. If full payment is not received by the date, Customer agrees to pay a monthly late charge at the rate of 1.5% per month (or the highest legal rate, whichever is less) on all overdue amounts, from the date when due until paid in full. Customer understands and agrees that in addition to any other remedies set forth herein, PermaTek may refuse to perform any further work until overdue accounts are paid in full. PermaTek does not agree to any hold back or retention of any amounts due under this Contract.

5. CHANGE ORDERS AND ADDITIONS. Any changes or modifications to the Work to be performed pursuant to the Order Acknowledgement requested by the Customer with respect to application processes, color or material selection, and any additions requested by the Customer shall, where feasible, be accommodated by PermaTek. Work on such modifications and/or additions shall not commence until such time as the Customer signs a written amendment incorporating such modifications and/or additions and any additional charges for such work (a "Change Order"). Upon acceptance, the Change Order shall be appended to and made a part of the Contract.

6. SCHEDULING. PermaTek will use reasonable efforts to schedule the Work to accommodate the Customer's needs. Should the Customer change the scheduled date of the Work after it has been accepted by PermaTek, PermaTek will reschedule the Work to another date mutually acceptable to PermaTek and Customer per conditions. PermaTek will not be responsible for any losses the Customer incurs as a result of any change in schedule. Furthermore no change in scheduling of the Work will relieve the Customer from fulfilling its obligations under this Contract. Delay clause in Site condition guideline will apply.

7. INSURANCE. PermaTek agrees that it shall maintain Worker's Compensation Insurance to protect itself from any liability or damage for injury (including death) to any of its employees as required by applicable law. PermaTek shall also maintain liability insurance in amounts PermaTek deems to be sufficient to protect itself against all risks of damage or injury (including death) to property or persons resulting from any action or operation in connection with the Work. Copies of certificates of insurance reflecting such insurance coverage shall be made available to the Customer upon request.

8. UNFORESEEN CONDITIONS. In the event that PermaTek's agents, employees or subcontractors, determine that conditions exist which were unforeseen at the time of acceptance of the Order Acknowledgement and said conditions require additional labor and/or materials not contemplated by the Order Acknowledgement, PermaTek shall inform the Customer of said unforeseen conditions and provide the Customer with a Change Order reflecting any additional costs to be charged to the Customer. Said Change Order, upon acceptance by the Customer, shall be appended to and made a part of the Order Acknowledgement. In the event that the Customer fails or refuses to sign and accept such Change Order, PermaTek may elect one of the following options: (a) proceed with the work, as outlined in the Order Acknowledgement, without any changes in the limited warranty set forth in Section 9 below or terms and conditions set forth in the Order Acknowledgement; (b) proceed with the Work as outlined in the Order Acknowledgement only upon receipt of a statement prepared by PermaTek and signed by the Customer, by which the Customer agrees to waive any claim for warranty with respect to defects which may be related to the unforeseen conditions; or (c) terminate the Work and receive payment for all Work completed through the date of termination, on a time and materials basis at the labor rates quoted for extras on the Order Acknowledgement or for the full amount due under the Order Acknowledgement, whichever amount is less.

9. WARRANTIES. PermaTek warrants that: (i) all Products furnished, except Third Party Items, will conform to the description in the Contract, and to PermaTek's published specifications; and (ii) the Services shall be performed in a good and workmanlike manner; and (iii) that the original adherence of all materials applied by PermaTek shall be maintained for a period of one (1) year (unless otherwise noted in the Order Acknowledgement) from date of substantial completion of the Work and that during this period there shall be no evidence of peeling or scaling (hereinafter referred to as "Defects"). Customer shall inspect the Work promptly upon substantial completion and notify PermaTek of any Defects or nonconformance. To the extent that such Defects are reported to PermaTek within one (1) year following the substantial completion of the Work, PermaTek shall take all steps, which it determines, in its sole discretion, are reasonable and necessary to repair the Defects. Except for the foregoing limited warranty of repair, PermaTek makes no other warranties. PermaTek makes no implied warranty of any kind, and hereby disclaims all implied warranties, including without limitation, any implied warranty of merchantability or fitness for any particular purpose.

10. WARRANTY EXCLUSIONS. (a) This warranty does not cover any Defect or failure resulting from or related to: (i) damage by others; (ii) normal wear and tear; (iii) color fading or yellowing; (iv) faulty construction, design or materials (other than the coating system itself); (v) substrate deterioration or movement; (vi) loss of bonding due to osmotic, hydrostatic or vapor pressure, capillary action or moisture from within, under or adjacent to the concrete surface; (vii) application of Products over pre-existing coatings without prior written consent from PermaTek; (viii) abrasion damage to paint film on wear surfaces; (ix) harmful chemicals, fumes or vapors; (x) vandalism, physical abuse, or lack of proper maintenance; (xi) fire, flood, earthquake, lightning strike, or other Acts of God; (xii) significant change in the use of the coated structure; (xiii) excessive contamination of the substrate; (xiv) unforeseen conditions or changes in the environment in and around the coated areas. Pinholes (blackheads) in the finished system are also excluded from warranty claims. (b) Customer shall be solely responsible for determining whether the Products and Services to be furnished by PermaTek are suitable for Customer's intended use. Any technical information requested from the Customer by PermaTek and any technical advice or information given to the Customer by PermaTek is only for informational purposes. The provision of such information by or to PermaTek does not relieve Customer from its responsibility to determine whether the Products and Services furnished are suitable for Customer's intended use.

11. REMEDIES. The remedies in these Standard Terms are the only remedies for any failure of the Products and Services furnished and/or the Work to conform to any warranty or for breach of any other obligation of PermaTek or for any other claim against PermaTek that may arise in connection with the Contract. Remedies are further limited in other provisions of these Standard Terms.

12. LIMITATION OF LIABILITY. PermaTek shall not be liable for any indirect, special, consequential, incidental, or punitive damages, regardless of whether such claim is based on breach of contract, tort (including negligence and strict liability), breach of warranty, or any other theory of law, even if such indirect, special, consequential, incidental, or punitive damages were foreseeable and/or PermaTek was informed of the potential thereof, including, but not limited to, damages attributable to loss of profits or revenues, loss of production, loss of the use, cost of substitute equipment or facilities, down time costs, increased construction costs, and claims of Customer's customers or contractors. Customer shall indemnify and hold PermaTek harmless from all claims by third parties arising out of or in connection with the Contract, the Products, Services and the Work, including, but not limited to, claims for personal injuries, property damages, economic loss, or costs of litigation unless such claims resulted solely from the gross negligence or willful misconduct of PermaTek. Customer shall reimburse PermaTek for all attorneys' fees and other costs of litigation incurred in connection with the defense of any such claim. Notwithstanding any other provision in the Contract or in any other contract between the parties, PermaTek's maximum aggregate liability for damages shall be limited to the consideration actually paid by the Customer to PermaTek under this Contract. This limitation covers all claims in any way arising out of or resulting from this Contract, regardless of whether such claim is based on breach of contract, tort (including negligence and strict liability), breach of warranty, or any other theory of law.

13. LIMITATION OF ACTIONS. Legal proceedings on any claim by Customer or any other party against PermaTek in any way related to the Contract must be brought within one (1) year after the date of substantial completion of PermaTek's Work. Customer waives all proceedings not brought within one (1) year after PermaTek's substantial completion of the Work and all claims and defenses that could have been asserted in such proceedings.

14. NO DAMAGE FOR DELAY. PermaTek shall not be liable for, and Customer covenants not to assert against PermaTek in any legal or quasi-legal proceeding, claims or demands for construction or project delays, disruptions, interference hindrances, or other losses, damages, costs or expenses of any nature whatsoever, caused by or attributed to delays in engineering, shipping, delivery or other performance required of PermaTek or caused by or attributed to missing, miss-fabricated or otherwise defective or deficient drawings, parts, materials, products and installation or any services related thereto. No written or oral representation, promise, or undertaking of PermaTek with respect to any proposed, anticipated, planned or required date shall be construed to be an undertaking by PermaTek to assume liability for losses, costs or damages of the type and kind disclaimed in the preceding sentence. If any portion of the foregoing disclaimer is determined to be subject to a common law or statutory exception, or is otherwise held to be unenforceable in whole or part, the remaining portion shall be unaffected. **UNDER NO CIRCUMSTANCES WHATSOEVER SHALL PERMA TEK BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FROM ANY DELAY OR FOR ANY DAMAGES WHATSOEVER FROM DELAYS CAUSED BY FACTORS BEYOND PERMA TEK'S REASONABLE CONTROL (AS SET FORTH IN SECTION 16).** Customer covenants not to assert any claim against PermaTek in any legal or quasi-legal proceeding that is inconsistent with this provision. Breach of this covenant shall entitle PermaTek to recover damages for the costs and expenses, including attorneys' fees, PermaTek incurs defending against such claims.

15. DEFAULTS. (a) **Termination.** PermaTek may delay the Work, or terminate the Contract if (i) Customer fails to make any payment promptly when due under the Contract or otherwise fails to comply with the Contract, (ii) Customer ceases to conduct its operations in the normal course of business, (iii) Customer is or becomes unable to pay its obligations as they mature, (iv) any proceeding under the Bankruptcy Code or any other insolvency law is brought by or against Customer, (v) a receiver for Customer is appointed or an application for a receiver is filed, (vi) Customer makes an assignment for the benefit of creditors, or (vii) Customer fails to provide adequate assurance of future performance within ten (10) days after demand by PermaTek (which will be a repudiation by Customer of the unperformed portion of the Contract). (b) **Assurance of Performance.** PermaTek may demand from Customer adequate assurance of future performance acceptable to PermaTek whenever PermaTek has reasonable grounds for insecurity concerning Customer's performance. Until it receives adequate assurance of future performance, PermaTek may suspend its performance under the Contract. "Reasonable grounds for insecurity" includes, without limitation, any of the circumstances described in Section 15(a). "Adequate assurances of future performance acceptable to PermaTek" will depend on the circumstances and will be determined by PermaTek, in its sole discretion.

16. FORCE MAJEURE. PermaTek will not be liable to Customer for any inability or delay in performing the Contract attributable to factors beyond PermaTek's reasonable control, including without limitation, site conditions and Third Party Item shortages; power and fuel shortages; unavailability of transportation, including transportation for delivery of materials and Third Party Items; fire, floods, and other acts of God; strikes, lockouts, and shut downs; equipment failures; wars, civil riots, embargoes, blockades, trade sanctions and restrictions, and other government actions; and compliance with any law. If factors beyond PermaTek's reasonable control delay PermaTek's performance, PermaTek's time for performance will be extended by the period of any delay attributable to such factors, and PermaTek will be excused from completion of the Work during such extension.

17. GOVERNING LAW AND VENUE. This Contract will be governed by and construed in accordance with the laws of the State of Ohio, without reference to its choice of law provisions. PermaTek and the Customer hereby consent to the jurisdiction of and venue in the federal and state courts located in Hamilton County, Ohio with respect to any litigation related to this Contract, and each of the parties hereby waives any objection to the jurisdiction and venue of such courts, including any claim of forum non conveniense.

18. ASSIGNMENT AND BINDING EFFECT. This Contract is made solely for the benefit of the parties hereto, their permitted successors and assigns, and no other person shall acquire or have any rights under or by virtue of this Contract. Customer may not assign all or any part of this Contract without the prior written consent of PermaTek. This Contract will be binding upon, will inure to the benefit of, and will be enforceable by the parties hereto and their respective successors and permitted assigns.

19. ENTIRE AGREEMENT. The Contract, consisting of the Order Acknowledgement, these Standard Terms, along with any Change Orders, exhibits and/or schedules attached hereto constitutes the entire, final, complete and exclusive statement of the understandings of the parties, and it supersedes and merges all prior proposals and understandings, whether oral or written, relating to the subject matter of this Contract. PermaTek hereby rejects any inconsistent or additional terms contained in any purchase order, order or other instrument submitted by Customer and any terms contained in such documents shall not affect the terms and conditions of this Contract.

20. AMENDMENT. This Contract may be modified only in writing by an authorized PermaTek representative. Customer may not rely on PermaTek's performance, course of dealing, or other conduct as a modification of this Contract.

21. WAIVER. No failure of PermaTek to exercise any power or right reserved to it or to insist on strict compliance by Customer with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PermaTek's right to demand exact compliance with terms hereof. Customer may not rely on any waiver or any failure to enforce any rights as a course of dealing. No waiver by PermaTek of any particular default of this Contract by Customer shall constitute a waiver of any other default or limit PermaTek's rights with respect to any other default.

22. ATTORNEYS FEES. In the event that PermaTek must pursue collection or enforcement of this Contract, PermaTek shall be entitled to recover all of its costs of collection or enforcement from Customer, including its reasonable costs of investigation, settlement, litigation, and collection agency and/or attorneys' fees.

23. SEVERABILITY. Should any provision of this Contract, or the application thereof, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract, or alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Further, should any provision of this Contract be held invalid or unenforceable by reason of an excessive scope, restriction or obligation, such provision shall be deemed reformed to provide for such scope, restriction or obligation to the fullest extent deemed not to be invalid or unenforceable.

24. SURVIVAL. All rights, obligations and provisions of this Contract that by their terms apply to time periods after the expiration or termination of this Contract shall survive the expiration or termination of this Contract, including without limitation, Sections 1, 2, 4, 5, 6, 7 and 10 through 27.

25. AUTHORITY. The parties hereto and the individuals executing this Contract on behalf of such parties warrant that they have the full right, power and authority to enter into this Contract and to cause the same to create a legal and binding obligation on the party on whose behalf the Contract is executed.

26. INTERPRETATION. Any recitations shall be considered a part of this Contract. If the sense or context of this Contract so requires, the singular shall be construed to include the plural and vice versa, and the neuter shall be construed to include the feminine or masculine or body politic or body corporate and vice versa. In this Contract "herein", "hereby", "hereunder", "hereof", "hereto" and words of similar import, refer to this Contract as a whole and not to any particular Section or part of this Contract. "May" signifies a right that a party may or may not exercise, without waiving the right. "Or" and "either...or" include the conjunction of two or more of multiple elements. "Rights" includes all rights and remedies available to PermaTek at law, in equity and under the Contract. "Terms" includes conditions. "Third Party Item" means any Product supplied by a third party. "Includes" and "Including" do not exclude an item not listed. The section and paragraph headings in this Contract are for convenience and reference only, shall not be deemed to alter or affect any provision hereof and shall not be considered in interpreting the meaning of such sections and paragraphs. All sums of money set forth in this Contract are expressed in U.S. dollars.

27. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Contract may be executed by facsimile or other electronic transmission of signature (e.g. PDF) or by electronic signature and such execution shall have the full force and effect of an original hard copy signature.

28. CUSTOM SAMPLES. PermaTek Coatings will provide samples of our standard color blends at no additional cost. However, if custom samples are required additional charges could be incurred.

29. MATERIAL PRICING. Raw Material pricing is unpredictable. Current contract pricing is valid for 6 months from time of signing. If after 6 months, the job has not commenced and price increase is occurring from our raw material suppliers, customer will be given option to either purchase materials needed for project at current contract price & store them in climate controlled facility, or a change order will be provided with increase in material cost. Shelf life of standards materials is one (1) year.

Pricing Page

If the Order Acknowledgement is acceptable please complete any blank spaces, initial, sign, and transmit all pages.

Total Base Price: \$18,809.04*	Customer initials
Option 1: Add Moisture/Vapor Barrier for the Base Project Area-Add \$3,670.00*	Customer Initials
Option 2: Add PermaWall Neat Coat System-Add \$18,690.84*	Customer Initials

Total Price from above: \$ 41,169.88

Authorized Customer Signature

Date

**Quote does not include Applicable Sales Tax and will be calculated upon acceptance of order.*

All checks should be mailed to Midmark Corporation, P.O. Box 292, Leesburg, OH 45135

Customer information and job site information.

Name: Becky Bonuchi
Company: Moberly Animal Shelter
Address of Jobsite: 153 West Outer Road
City, State, Zip Code: Moberly, MO 65270
Approx. Start Date:

*Payment Terms: If Credit Application is Approved, 60% Deposit with Order / 40% Due Upon Completion;
 Otherwise, 60% Deposit with Order / 40% Due One Week Prior to Installation Start Date*

Vapor/Moisture Barrier Primer, Texture and Color Choice

- Moisture Mitigating Primer – Please initial one.

_____ Customer attests there is an effective vapor barrier under the concrete substrate and concrete will have RH reading will be below 80% at time of installation and therefore declines purchase of Vapor Moisture barrier primer. Customer understands that PermaTek will not warranty the failure of the system due to vapor transmission and or Moisture related delamination.

_____ No Vapor Barrier – Customer attests that there is no vapor barrier under the concrete. Customer understands PermaTek will not warranty the failure of the installed system due to vapor transmission.

_____ Purchase of Moisture Mitigating Primer – Customer has agreed to have topical moisture mitigating primer installed as outlined in Scope of Work, but understands the primer does not prevent all vapor drive.

_____ Customer does not know at time of signing regarding effective vapor barrier under slab and if RH in slab will be below 80%. Customer agrees to have slabs tested minimally 3 weeks prior to installation to determine if optional moisture mitigating primer should be chosen.

- Surface Texture – This shall confirm that the Customer has been offered various texture options and has chosen the following texture. Customer fully understands that the smoother the floor, the greater risk of slip and falls. Please Initial

_____ Granite Texture A – Smoothest finish available from PermaTek

_____ Granite Texture B – Mid Level “orange peel” animal care specific texture.

_____ Other: _____

_____ Paw Soft floor smooth

- Color Choice – Customer has chosen the following Granite System Color _____
- Color Choice – Customer has chosen the following Paw Soft Color _____

_____ Initial - Customer acknowledges that the Marble blend granite flake systems will vary from lot number to lot number and may not exactly match any samples received. There can/will be shade variations ranging from dark to light.

_____ Initial - Customer understands that the floor coatings will follow the contours of the concrete and these variances in the substrate will result in texture variations of the finished floor.

_____ Initial if applicable - Customer has instructed PermaTek not to perform a full removal of the existing coating and understands that PermaTek only warrants a bond to the existing coating and cannot warranty the bond of existing coating to the substrate.

PermaTek Coatings Site Conditions

- New concrete to be poured and allowed to cure for a minimum of 30 days per inch of concrete. If schedule does not allow, then admixtures can be used to expedite curing or a topical moisture coating may be necessary.
- Color chosen 3 weeks prior to scheduled start date.
- Building completely sealed up and waterproofed prior to our arrival.
- HVAC completely operational and running at least two weeks prior to install date. (this will help pull moisture out of concrete substrate – especially in newly poured concrete) Heat must be non- carbon producing.
- Concrete to have RH of less than 80% or less as measured by ASTM F 2170 (relative humidity testing). If this is unachievable, then a moisture barrier primer is suggested and can be installed per customers direction.
- All permanent lights in and operational. Lighting not less than 40 ftit-candles at task height. Temporary lighting is not acceptable.
- Minimum of 12 separate single phase, 20 amp 110 Volts outlets, each on their own circuit spaced throughout entire facility. If not all 12 are available, we can supply a 60 amp 220 V load center with pig tail for customer to have licensed electrician hard wire into electrical box which will provide 5 separate outlets. Customer to provide additional 7.
- Substrate and workspaces of not less than 65°F and no greater than 75 F. Air Relative Humidity between 30% and 40%. Ideal conditions are 70 degrees F and 35% relative humidity.
- Free Dumpster services on site for use by PermaTek.
- Customer is responsible for setting drain(s) height, as well removal of tape and concrete to drain(s) and accompanying drain parts prior to our arrival.
- If cove is to be installed, all cabinets or bases to be installed prior to our arrival. .
- Door jambs in, but doors not hung. Caulking of gaps where door frames meet floor to be done prior to our arrival. Non silicone based urethane caulk is recommended. Final painting of door jambs to be done after flooring is installed.
- 10 x 20 climate controlled storage area(an area that is not being coated) inside facility for material storage and tool boxes
- Access to workspaces on weekends for continuity of product installation.
- All active work areas of PermaTek's installation will be denied to other trades and activities during entire preparation and installation phase and until product is fully cured.
- Unless otherwise noted, work to be accomplished in 1 mobilization without a break in product installation and with access to all project areas at same time.
- If 2" cant cove is being installed on Cement Board or FRP, the Cement Board or FRP must be installed within at least a ¼" inch of the floor.
- Toilet facilities in building or on site for use by PermaTek.
- Make the work environment ready for PermaTek by removing excessive dirt, debris and other hindrances and to keep any water, oil, or other contaminants from entering the work area 24 hours before our work is to be performed and 24 hours after our work is completed
- If applicable, Elevator fully operational for PermaTek use.
- Final painting of walls. – Please note that our preparation process includes diamond grinding of concrete surfaces and although our grinders are equipped with state of the art vacuums with Hepa filters, there is still dust that gets airborne and will accumulate in and on surfaces including walls, counter tops cabinets, hvac ductwork etc, etc. Additionally, the large equipment and vacuum hoses do come in contact with the walls and door jambs that can mar and/or slightly damage paint. For the above reasons, we highly recommend final painting of walls and door jambs to be done after resinous flooring installation. PermaTek Coatings will not be responsible for repainting or additional clean up beyond that in our scope.
- Scheduling Delay Clause – Customer acknowledges and understands that PermaTek will work closely with customer to accommodate scheduling requests and in an effort to do so will be allocating proper man power as well as will spend considerable time, effort and expense to adhere to the scheduled start date. PermaTek will at minimum 12 business days prior to scheduled start date confirm with customer the start date. At time of confirmation and 2 weeks prior to start date, we will then finalize plans to be onsite at scheduled date. If for whatever reason, the customer needs to reschedule for a different start date within two weeks of confirmed start date, PermaTek then has the right to charge the customer administrative fees, travel fees, airline cancellation fees, and/or \$500 per man per day for up to 14 days.

Please note, the current project quoted is based on a certain number of men, hours, days and materials. When the above conditions are not met, additional labor, material and other costs are then incurred as well as overall delays in finishing the project on time for you. Although we would prefer not to, PermaTek Coatings reserves the right to seek compensations for site condition delays. Additionally, if it is determined remobilization is needed due to site conditions not being conducive to coatings, some or all the fees outlined in delay clause may be implemented.

Acknowledgment of PermaTek Site Condition Guidelines **Customer Initials** _____

Customer Signature _____

Printed Name _____

Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Police
 Date: April 4, 2022

Agenda Item: A Resolution Authorizing A Copier Lease Agreement For The Moberly Police Department.

Summary: The Moberly Police Department leased a MPC 5402 copier from MCS Office Equipment in January 2018, for a three-year lease agreement ending in June 2021. Our current copier has required frequent repair calls due to its age and the amount of use and needs replaced. MCS Office Equipment was purchased by Da-Com (digital office equipment) from Columbia, MO. The new lease agreement is for 60 months with a monthly payment of \$209.89. The previous lease amount was \$200.00 per month.

Recommended Action Approve the request

Fund Name: Contracted Services

Account Number: 100.007.5406

Available Budget \$: 15,800

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A COPIER LEASE AGREEMENT FOR THE MOBERLY POLICE DEPARTMENT.

WHEREAS, the Moberly Police Department previously leased an office copier from MCS Office Supply which has now been purchased Da-Com Columbia, LLC (“Da-Com”); and

WHEREAS, the police department desires to lease a new Ricoh copier from Da-Com for a monthly payment of \$209.89 for a term of 60 months; and

WHEREAS, city staff recommends acceptance of the lease terms and authority to enter into the lease.

THEREFORE, the Moberly, Missouri, City Council accepts the offer of Da-Com and authorizes a copier lease in the amount of \$208.89 and authorizes the City Manager to execute a lease agreement therefore.

RESOLVED this 4th day of April, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



AGREEMENT

2602-A N. Stadium Blvd - Columbia, Missouri 65202
 Phone # (573) 449-2663 - Fax # (573) 449-4462
 Toll Free (800) 669-6482 - www.da-com.com

LESSEE (hereinafter referred to as "you" or "your")

AGREEMENT NO.:

SHIP TO:		BILL TO:	
Legal Name: <u>Moberly Police Dept</u>	DBA Name (if applicable): <u>City of Moberly</u>		
Address: <u>300 R. Clark Street</u>	Address: <u>101 W. Third St</u>		
Dept/Floor/Branch: <u>Federal Tax ID: 43-6002348</u>	Dept/Floor/Branch: <u>Acct Payables</u>		
City: <u>Moberly</u> State: <u>mo</u>	City: <u>Moberly</u> State: <u>mo</u>		
Zip: <u>65270</u> Contact: <u>Michelle Brooks</u>	Zip: <u>65270</u> Contact:		
Telephone: <u>660-263-0346</u> Fax:	Telephone: <u>660-269-8705</u> Fax:		
Salesperson: <u>Manny M.</u>	Salesperson ID#: <u>4301</u>		

QTY	MODEL	PRODUCT ID	SERIAL NUMBER	NON-FINANCED DEVICE	<input type="checkbox"/> Purchase <input type="checkbox"/> Regular Lease <input checked="" type="checkbox"/> Term Lease	
1	<u>Ruick</u>	<u>36273</u>	<u>6716 M810956</u>	<input type="checkbox"/>	A. Term of Agreement (check one plan) <input type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input checked="" type="checkbox"/> 60 Month <input type="checkbox"/> 24 Month <input type="checkbox"/> 48 Month <input type="checkbox"/> Other	
1	<u>PU3050</u>	<u>416609</u>		<input type="checkbox"/>	Purchase Price* (If Purchase is selected) \$ _____	
1	<u>Postscript</u>	<u>417504</u>		<input type="checkbox"/>	B. Lease Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other _____	
1	<u>fax</u>	<u>417531</u>		<input type="checkbox"/>	C. Lease Base Payment* \$ <u>209.89</u>	
1	<u>PR3160</u>	<u>416544</u>		<input type="checkbox"/>	D. Cost Per (If Cost Per) Meter Frequency: <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	
1	<u>SR3210</u>	<u>417483</u>		<input type="checkbox"/>	Monthly Copy Allowance B&W: <u>3000</u> Excess Per Copy Charge* Color: <u>300</u> B&W: \$ <u>.0089</u> Color: \$ <u>.0750</u>	
1	<u>Bridgell Unit</u>	<u>417587</u>		<input type="checkbox"/>	*plus applicable taxes	
				<input type="checkbox"/>	E. Special Instructions:	

AUTHORIZED SIGNATURE FOR LESSEE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS APPEARING ON THE FIRST AND SECOND PAGES OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) ☒ _____
 LESSEE AUTHORIZED SIGNATURE FOR LESSEE PRINT NAME & TITLE DATE

RELEASE: To Whom This May Concern, This will be your authority and my request as indicated with my signature above, for you to release to Da-Com Corporation any information they may request concerning credit standing with your company and/or money on deposit. I hereby further authorize any copies of this release.

LESSOR

Da-Com Columbia, LLC

LESSOR AUTHORIZED SIGNATURE PRINT NAME & TITLE DATE

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment.

PERSONAL GUARANTY

The undersigned unconditionally guarantees that the Lessee will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Lessee is in default and consents to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Lessee or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

Guarantor Name (print): _____

Guarantor Signature: _____ Date: _____



MAINTENANCE AGREEMENT

2602-A N. Stadium Blvd - Columbia, Missouri 65202
Phone # (573) 449-2663 - Fax # (573) 449-4462
Toll Free (800) 669-6482 - www.da-com.com

NEW
AGREEMENT ☒

REVISED
AGREEMENT ☐

INSTALLATION ADDRESS (Ship To)		BILL TO ADDRESS	
Customer Account #:		Customer Account #:	
Account Name: <u>Moberly Police Dept</u>		Account Name: <u>City of Moberly</u>	
Address: <u>300 N. Clark</u>		Address: <u>101 W. Beul St</u>	
Dept/Floor:		Dept/Floor: <u>Acct payables</u>	
City: <u>Moberly</u> State: <u>Mo.</u>		City: <u>Moberly</u> State: <u>Mo.</u>	
Zip: <u>65270</u> Contact: <u>Michael Brooks</u>		Zip: <u>65270</u> Contact: <u>Michael B.</u>	
Telephone: <u>660-263-0346</u>		Telephone: <u>269-8705</u> Fax:	

EQUIPMENT DESCRIPTION

MFG: <u>Ricoh</u>	MODEL: <u>MPC4504SP</u>	SERIAL #: <u>G716M410956</u>	ID #: <u>36223</u>
MFG:	MODEL:	SERIAL #:	ID #:
MFG:	MODEL:	SERIAL #:	ID #:

Special Instructions: With pu3050, postscript, fax, paper bank, bridge unit and sh 3210 stapling finished

AGREEMENT TERMS

<input type="checkbox"/> SERVICE ONLY		<input type="checkbox"/> FULL MAINTENANCE		<input checked="" type="checkbox"/> TCC - TOTAL CUSTOMER CARE	
B/W Base Rate \$ <u>26.60</u>	Base To Be Billed; (check one)		Contract Coverage Dates		
B&W Additional Copy Rate <u>.0089 /COPY</u>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		From:		
Color Base Rate \$ <u>22.50</u>			To:		
Color Additional Copy Rate <u>.075 /COPY</u>			Meters To Be Billed		
Number of Copies Per (Check One) <input type="checkbox"/> QUARTER <input checked="" type="checkbox"/> MONTH <input type="checkbox"/> YEAR		<input type="checkbox"/> Annually <input checked="" type="checkbox"/> RISO ONLY <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually			
Included in Base Rate	B/W Copies <u>3000</u>	Color Copies <u>300</u>			
Beginning Meter Reading	B/W Copies	Color Copies			
Beginning Meter Read Date: <u>/ /</u>					
			<input type="checkbox"/> Group Billing / Attach Schedule		
			<input type="checkbox"/> Combined Usage / Attach Schedule		

AGREEMENT

GENERAL SCOPE OF COVERAGE

- Service Only - Covers all labor, travel expenses and parts required except as noted below.
- Full Maintenance - Covers all labor, travel expenses, drums, and parts required except as noted below.
- TCC (Total Customer Care) - Covers all labor, travel expenses, drums, chemical supplies, and parts required except as noted below.

This agreement does not cover service or parts required due to misuse, abuse, negligence, accidents, or other causes beyond Da-Com's control. Service calls under this agreement will be performed during normal business hours, and will be performed at the installation address shown above. Labor covered by this agreement includes cleaning, lubrication, adjusting, and repair or replacement or parts.

Parts excluded from this agreement are: Paper & Staples

Consumable supply items including, but not limited to, papers, toners, developers, ribbons, and disks, are not covered under the scope of this agreement except as outlined in the TCC (Total Customer Care). THE ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT ARE INCORPORATED HEREIN AND ARE MADE A PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF DA-COM.

Sales Persons Name: <u>Nancy M</u>	Sales # <u>4301</u>	CUSTOMER ACCEPTANCE	
Sales Managers Name:	Sales #	AUTHORIZED BY: <u>X</u>	
Vice Presidents Approval:		PRINT NAME:	DATE: <u>/ /</u>
Purchase Order #:		DECLINED AGREEMENT: <input type="checkbox"/> YES	

Networking Agreement

Da-Com Corporation's Responsibilities

- Da-Com Corporation will include installation and training for up to
 - ConnP \$125.00 Basic Printer installation - 2 hours time or 5 Windows workstations.
 - ConnB \$250.00 Basic Copier installation - 2 hours time or 5 Windows workstations
 - ConnF \$450.00 Wide Format with PC Server, Riso HC Series - installation - 4 hours time or 5 Windows workstations.
 - Flery \$750.00 Professional Services includes up to 6 hours at time of installation.
 - Software installations are in addition to the device fee and based on Da-Com price book.
 - Solutions installations are based on a Scope of Work provided by Da-Com's IT Department prior to acceptance of the order.

Customer's Responsibilities

- Customers must have network drop and cable that is tested and in place before installation. A network administrator familiar with the customer's network must be available at time of installation. Any additional operating systems or workstation installations after the initial 2 hours will be charged at \$125.00 per hour. Upon arrival for installation, if any of the requirements have failed to be completed the customer will be charged a \$125.00 per hour fee and/or the installation will be rescheduled. If customer chooses to add any networking features after the initial installation, there will be a \$125.00 per hour fee. Da-Com offers Network Services at discounted rates in time blocks in 4 hour segments.
- Upon arrival of a networked service call, if we find there are no problems with the MFP or other network device after connecting via laptop and the technician determines that it is a problem with the customer's network; our technician will assist in solving the problem at the customer's request for a charge of \$150.00 per hour.
- Any additional changes or additions to customer computers in the future may be liable for charges for telephone support and/or on-site support.

Pre-installation Requirements for Customer

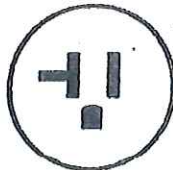
1. The network administrator needs to be available to assist in the install by phone or on site.
2. All computers to receive printing or scanning capabilities must have all drivers up to date prior to install. (Windows 98 may no longer be supported with print driver)
3. All cabling to the connected device including power and network lines, needs to be completed and tested prior to install. A power and network surge protector must be connected at all times.
4. Installing tech will need all information about network, IP addresses, problems on the network, and server addresses needed to access any servers or workstations that need to be completed in this form. A network administrator needs to be available or in advance to provide administrator access and passwords to access the customer's network. In some case, a temporary account can be created to provide the technician the rights needed for the installation.

Check One Appropriate Products Power Requirements

Model Sold MP4504



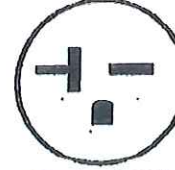
NEMA 5-15R
120V 10 amp



NEMA 5-20R
120V 10 amp



NEMA 6-15R
240V 15 amp



NEMA 6-20R
240V 20 amp

Dedicated

Dedicated

Dedicated

Customer Signature

Date 3/18/2022

Manny McNeal
Da-Com Representative

MCS Office Equipment Co.

1600-C North Morley • Moberly, MO 65270
phone 660.269.9371 • fax 660.263.0428

RENTAL

Rentee Information

Rented
Name: Moberly Police Dept
Address: 300 N. Clark Street
Dept./Floor: _____
City: Moberly County: Randolph State: Mo.
Zip: 65270 Attn: _____
Phone: 263-0346 Fax: 263-8540
Email: _____

Ship To/Equipment Location
Name: Moberly Police Dept
Address: 300 N. Clark Street
Dept./Floor: _____
City: Moberly County: Randolph State: Mo.
Zip: 65270 Attn: _____
Phone: 263-0346 Fax: 263-8540
Email: _____

Rental Plan Description

36 month Rental/Lease on a Afcio C5000 Color Digital Imaging System with Finisher, Stapler and Hole Punch.

Payment per month is \$200.00 which includes an allowance of 5,500 B/W copies and 500 Color Copies. 72,000 annually combined. Any overage will be billed out at .057 B/W and .089 Color per copy.

Terms of Agreement: June 1, 2014 to June 1, 2017.

C5000

is agreement includes: All mechanical parts, drum or photoconductor, toners, development units, fuser assemblies, per feed kits, preventative maintenance and repair service. This contract does not cover staples and paper.

*MPC 4502 replaced C5000
in Jan 2018 for continued
Rental till Jan 2021 or we
update machine. Mar*

This agreement does NOT include: staples, labels, transparencies of any kind, paper, software, network related issues directly related to the malfunction of the device, the installation and/or removal of toner, or stapler cartridges unless directly related the malfunction of the device. When the rental/service agreement covers a multifunctional and/or digital device that is located on your network and it has been determined by our technician to be a problem other than the actual digital device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance by MCS for technical support outside the scope of this agreement, it will be billed at MCS' current service labor rate per hour.

____ I have read and understand the scope of network support by this agreement.

Terms and Conditions

- ☐ Billing will be monthly in advance with net 10 day terms (from date of invoice) *Begin mtr. 169362 6/1/14*
- ☐ Any month where payment is not received within the above guidelines, MCS will, at it's discretion, pick up all rental equipment and immediately bill for the remaining obligations to this contract.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Accepted Nancy Meas 6-1-14
MCS DATE

RENTEE acknowledges that terms and conditions of this agreement have been read in their entirety.

By Nancy Meas
MCS SIGNATURE
MCS Office Equip

Michael Brooks
AUTHORIZED SIGNATURE FOR RENTEE
Adrian Asst.
DATE 6/1/14

MCS Office Equipment, LLC

643-A North Morley, Moberly, MO 65270
Ph 660.269.9371 Fax 660.263.0428

Invoice

Date 2/1/2018 Invoice # 75382

BILL TO:

City of Moberly
101 West Reed Street
Moberly, MO 65270

SHIP TO:

Moberly Police Dept
300 North Clark
Moberly, MO 65270

P.O. Number		Customer Contact		Terms	Rep	Ship Date	Via	F.O.B.
rental				Net 30	Nancy	2/1/2018	NANCY	moberly
Quantity	Item Code	Description				Price Each	Amount	
1	Rental	Copier Rental				200.00	200.00	
1	841752	yellow color toner for savin 4502 color copier				0.00	0.00	
1	841754	cyan toner for savin 4502 color copier				0.00	0.00	
MPC 4502								

Total

\$200.00

1.5% per month (18% annum) service charge on all charges after 30 days.

Thank You!

City of Moberly

City Council Agenda Summary

Agenda Number: #5.

Department: Police

Date: April 4, 2022

Agenda Item: A Resolution Accepting The Bid Of Moberly Motors For Two Police Vehicles In The Total Amount Of \$68,598.00.

Summary: With continued delays in receiving new vehicles and the increasing costs, the Moberly Police Department advertised it was accepting sealed bids for two new 2022 Police package SUVs for the 2022-2023 budget year. Bids were due to the City Clerk's office by 10:00 a.m. March 25, 2022. No bids were received. An email dated March 3, from Dean Miller at Moberly Motors indicated he had a bid prepared. I contacted Moberly Motors to determine if they turned a bid in. They had not but had one ready. They propose to supply two new 2022 Ford Police Interceptor Utility AWD for \$34,078. Two wiring options are requested to facilitate the installation of emergency lights and sirens. Option 60A pre-wiring for grille LED \$47.00 and option 67V-Police Wire Harness Connector kit \$174.00. Total price per vehicle with options is \$34,299.00. State bid price is \$34,190.00. Total price for two vehicles with wiring options is \$68,598.00.

Recommended Action Approve the request

Fund Name: CIP

Account Number: 100.007.5502

Available Budget \$:

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

BID NO:_____

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR TWO POLICE VEHICLES IN THE TOTAL AMOUNT OF \$68,598.00.

WHEREAS, the City of Moberly Police Department advertised for bids for two new 2022/2023 four-door 4 wheel drive police sport/utility special service vehicles; and

WHEREAS, there were no bids received in response to the advertisement and Moberly Motors was contacted directly to submit a bid; and

WHEREAS, Moberly Motors submitted a bid to supply two new 2022 Ford Police Interceptor Utility AWDs with wiring options for \$68,598.00; and

WHEREAS, the Moberly Police Department recommends acceptance of the Moberly Motors bid and authority to purchase the new police vehicles.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Moberly Motors and authorizes the City Manager or his designee to purchase the two police vehicles described herein for the total price of \$68,598.00 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

RESOLVED this 4th day of April, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 32

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Ford Police Interceptor Utility AWD

PRICE: \$34,190.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler

ALL WHEEL DRIVE

WHEEL COVERS: Manufacturers full wheel covers required

REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBs

OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required

FRONT SEATS: Cloth, No center console

REAR SEAT: Heavy duty cloth fabric rear bench seat

FLOOR COVERING: Full carpeting, first and second rows

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND:

Left (driver side) factory spotlight provision, LED spotlight installed

POLICE POWER PIGTAIL: Power pigtail harness required

WIRING: Pre-wiring for grill LED lamp, siren and speaker

COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened

AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area

POLICE INTERCEPTOR HEADLAMP HOUSINGS:

Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights

TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.

NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required

GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate

REVERSE SENSING: Reverse sensing system required

POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use

UNDERBODY DEFLECTOR PLATE: Engine and transmission shield

OBD-II SPLIT CONNECTOR: Allows up to two devices to be connected to the vehicle OBD-II Port

TRAILER TOW: Class III Trailer Tow Lighting Package(4-pin and 7-pin connectors and wiring)

COLORS:

Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS

(for line item 32)

Line Item 33 – 3.3 liter Direct Injection Hybrid Engine
\$3,500.00

Line Item 34 – 3.0 liter V6 EcoBoost turbocharged engine
\$4,300.00

Line Item 35 – Black vinyl floor covering **\$20.00**
(Deletes carpet and carpeted floor mats)
(credit)

Line Item 36 – Auxiliary air conditioning **\$600.00**

Line Item 37 - Standard wheel center caps in lieu of wheel covers **\$20.00**
(credit)

Line Item 38 - 18"painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel
\$470.00

Line Item 39 – Second row grey vinyl seating in lieu of cloth
\$20.00 (credit)

Line Item 61: Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 120-150 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)



PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 32)

Line Item 40 – Preparation Cost

\$1,095.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 60 – Delivery Cost

\$150.00 per mile not to exceed \$300.00

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

City of



Police Department
Professional, Proactive Policing
Troy Link
Chief of Police
264th Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

**CITY OF MOBERLY, MISSOURI
REQUEST FOR BIDS**

The Moberly Police Department will receive sealed bids for two (2) new 2022/2023 four-door 4 wheel or all wheel drive police sport/utility special service vehicle. Specifications may be obtained at the police department or the City Clerk's office at City Hall, 101 West Reed Street, Moberly MO 65270. Sealed bids marked "POLICE BIDS" must be received by **10:00 a.m., Friday, March 25, 2022** in the City Clerk's office. The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-263-0346.

SUBMITTED BY

CITY OF MOBERLY
CHIEF OF POLICE

TROY LINK

CITY OF MOBERLY, MISSOURI
BID SPECIFICATIONS

Two (2) New 2022/2023, four wheel or all-wheel drive, four-door, sport/utility special service vehicle.

MODEL;	Bidder shall furnish to the City of Moberly, Missouri, one (2) new 2022/2023, Four-wheel drive/or all-wheel drive Sport/utility special service vehicle for use by the Moberly Police Department
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WHEELBASE:	Minimum 110.5 inches
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ENGINE:	Minimum 3.7-liter V6
---------	----------------------

BRAKES:	Heavy Duty Disc Brakes
---------	------------------------

STEERING:	Power
-----------	-------

TRANSMISSION:	Automatic 6-speed
---------------	-------------------

AIR CONDITIONER	Factory Installed
-----------------	-------------------

ALTERNATOR:	Minimum 220 amps
-------------	------------------

COOLING:	Heavy Duty
----------	------------

DOORS:	Four (4)
--------	----------

BATTERY:	Heavy Duty Maintenance Free
----------	-----------------------------

PAGE 2

INTERIOR:	Front Bucket Seats cloth-vinyl back Seat-suitable color coordinated with gray color vehicle
FLOOR MATS:	Heavy duty black rubber floor Covering if available, if not, color Coordinated carpet
SUSPENSION & SHOCKS:	Heavy-duty front and rear
BODY COLOR:	Dark gray, and if gray is not available Then black
REAR VIEW MIRROR:	Remote control from inside-both Sides
WINDSHIELD	Tinted
TIRES:	Per police package with conventional Spare
HEATER:	Engine Block Heater if available
RADIO:	Noise suppression, AM and FM
SPEEDOMETER:	Certified
WINDSHIELD WIPERS:	Intermittent control
SAFETY/POLLUTION EQUIPMENT:	Standard safety and pollution Abatement equipment

PAGE 3

WHEEL COVERS:

Full Wheel covers

OTHER:

Chrome and or body side molding
(Street enhancement package)
Vehicle shall be equipped with
Power windows, map lights, power
Locks, rear window defroster,
Tilt/adjustable steering wheel,
Speed control, inside auxiliary dome
Light-mounted, until shall be
Equipped with 6" spotlight on the
Driver side.

Column mounted shifter

Trailer tongue package

Necessary front/back wiring for lights

Radios and other accessories

Delivery:

90 to 120 days after receipt of order
Subject to delays

The City of Moberly reserves the right to select the bid, which is in the best interest of the City of Moberly. The City of Moberly reserves the right to reject any and all bids.

Sealed Bids are due into the City of Moberly Clerks Office by 10:00 am, March 25, 2022, and should be submitted as **"POLICE CAR BIDS."** The City of Moberly does not pay taxes on purchases of new vehicles.

CITY OF MOBERLY
BID FORM

BID DATE DUE BY March 25, 2022, AT 10:00AM.

We propose to furnish Two (2) 2022/2023 four wheel or all-wheel drive, four door, sport utility vehicle as per the City's specifications.

TOTAL NET PRICE FOR VEHICLE _____

.....

Bid submitted by _____

Signature _____

(Any variations from bid specifications shall be stated)

City of Moberly does not pay taxes on purchase of new vehicles

**CITY OF MOBERLY, MISSOURI
REQUEST FOR BIDS**

The Moberly Police Department will receive sealed bids for two (2) new 2022/2023 four-door 4 wheel or all wheel drive police sport/utility special service vehicle. Specifications may be obtained at the police department or the City Clerk's office at City Hall, 101 West Reed Street, Moberly MO 65270. Sealed bids marked "POLICE BIDS" must be received by 10:00 a.m., Friday, March 25, 2022 in the City Clerk's office. The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-263-0346.

SUBMITTED BY
CITY OF MOBERLY
CHIEF OF POLICE



Driven by tradition.

City of Moberly
101 West Reed
Moberly, Mo 65270

March 4, 2022

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

2022 Ford Police Interceptor Explorer AWD 4 door

K8A - Police Interceptor Series
99B - 3.3L V6 engine Direct Injection
Police Calibrated ABS Brakes
Electronic Power Steering
800 CCA / 80Amp Battery
HD Cooling
Engine Oil Cooler
51R - 6" Dr Side Spotlight
65L - Full 18" Wheel Covers
Power Locks & Windows
Tilt Steering Wheel
Rear Window Defroster
Column Shifter
AM FM Radio / Clock
Speed - Cruise Control
Tinted & Privacy Glass
Automatic Headlights
Certified Speedometer
Engine Hour Meter
75_mph Rear Impact Crash Tested

500A - Pkg All Wheel Drive - 119" WB
44U - 10 speed Automatic transmission
4-Wheel Disc w/HD Calipers
Air Conditioner - Dual
220 Amp DC Converter - vs Alternator
Transmission Oil Cooler
Intermittent Wipers
Front Bucket Seating - Police Grade Cloth
6-Way Power / w/foam for utility belt
2nd Row Police Grade Vinyl 35/30/35
3rd Row - Delete
Flooring HD Thermoplastic
(4) P255/60R18 A/S tires
18" X 8.0" Steel Wheels
Full Size Spare Tire
Red/White Task Light - Frt Dome Light
3rd Row Overhead Map Light
Power Remote Exterior Mirrors
Rear Backup Camera
Rear Window Wiper Washer



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

T (660) 263.6000 | T (800) 798.6006 | F (660) 263.187 | ord@moberlymotors.com | www.moberlymotors.com

HD Frt & Rear Suspension	Air Bag Safety Restraint Systems
Class III Receiver Hitch – 5,000lb	Hands Free Communications / Bluetooth
2-Way Radio Pre-Wire	41H – Engine Block Heater
Power Pigtail Harness	60R – Noise Suppression Pkg
Sterling Gray Exterior Color	Two (2) 50 amp battery power circuits – power distribution junction block (behind 2 nd row passenger seat floorboard)
SOS Post-Crash Alert System	2-Way Radio Pre-Wire
Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription	Power Pigtail Harness
	Headlamps – Automatic, LED Low-and-High-Beam Note:Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) — Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle’s light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)

Amount for (1) 2022 Ford Explorer 4dr AWD - \$ 34,078
Amount due at delivery – Check – No Credit Car

Other Options you may consider:

99W – 3.3L DI “HYBRID” Engine	\$3,239 extra
99C – 3.0L EcoBoost Engine	\$3,812 extra

Police Lighting / Wiring Packages***Please see attachment***

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** Ford Powertrain CARE Extended Service Plan 5 year / 100,000 miles (zero deductible). Build date will be as soon as possible by the manufacture.

Sincerely,



Dean Miller
Moberly Motor Co.

*Other Options you may consider:****Police Lighting / Wiring Packages***

60A - Pre-wiring for grille LED lights, siren and speaker : \$ 47 extra

67V - Police Wire Harness Connector Kit : \$ 174 extra

Front/Rear For connectivity to Ford PI Package solutions includes:

- **Front** – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector

- **Rear** – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Police

Date: April 4, 2022

Agenda Item: A Resolution Accepting The Bid Of Epoxy Coating Specialists, Inc To Install Epoxy Floor Coating To The City Animal Shelter And Authorizing The City Manager To Contract For Such Services.

Summary: The Moberly Animal Shelter kennel runs are painted concrete blocks. That paint routinely peels and must be power washed and re-painted every couple of years. The kennel floors are un-treated concrete and hold odors, easily stain and both the walls and floors are difficult to sanitize. The Missouri Department of Agriculture inspects the shelter annually and has repeatedly required us to address the peeling paint as it is a hazard to the animals. To eliminate peeling paint, improve sanitation efforts and reduce odors, all the floors, walls and each kennel run, require the paint stripped, any cracks, hole or irregularities filled, and an epoxy coating applied per manufacture's instructions. This epoxy coating treatment is limited to the kennel area, walls and floors and each kennel. It does not include the garage or office areas. Bids were solicited and received from ECS Epoxy Coating Specialists (35,475.00), Permatek Coatings, (41,169.88) and Archway Industrial Coatings Inc, (48,174.00). This is a partially budgeted expense, 14,000 dollars was budgeted, but due to a calculation error in total footage to be covered and a cost calculation error on our part, the budgeted amount is not enough. Money left over from three other projects at the police station (station camera upgrade, concrete replacement, and the email replacement) all came in under their estimated costs. A total of \$17,729.00 is available to move to help fund this project. The remaining \$3,746.00 can come from building maintenance, as that line item contains sufficient monies. Recommend accepting the low bid of \$35,475.00 from ECS. ECS has provided the required certificate of insurance showing the City of Moberly as additionally insured.

Recommended Action Approve the request

Fund Name: Building Maintenance

Account Number: 100.007.5300

Available Budget \$: 51,790.00

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

BILL NO._____

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE BID OF EPOXY COATING SPECIALISTS, INC TO INSTALL EPOXY FLOOR COATING TO THE CITY ANIMAL SHELTER AND AUTHORIZING THE CITY MANAGER TO CONTRACT FOR SUCH SERVICES.

WHEREAS, city staff requested proposals from interested parties to provide all labor, materials, equipment and insurance to install epoxy floor coating to the kennel area at the city animal shelter; and

WHEREAS, three bids were received with the bid of Epoxy Coating Specialists, Inc., (“ECS”) in the amount of \$35,475.00 being the lowest responsible bid; and

WHEREAS, city staff recommends acceptance of the ECS bid and authority to execute Epoxy Floor Coating Proposal attached hereto.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of ECS in the amount of \$35,475.00 and authorizes the City Manager to contract for said epoxy floor coating and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 4th day of April, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 03/28/20
#6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Sloan Agency P O Box 8318 Prairie Village KS 66208	CONTACT NAME: Danna Porter PHONE (A/C, No, Ext): (913) 322-2800 FAX (A/C, No): (913) 322-2801 E-MAIL ADDRESS: dannap@thesloanagency.com
INSURED EPOXY COATING SPECIALISTS INC 3940 S FERREE ST KANSAS CITY KS 66103-1717	INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Company AM Best A XIV INSURER B: Employers Mutual Casualty Company AM Best A XIV INSURER C: Midwest Builders' Casualty AM Best A- VII INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2112829867

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Job Site Pollution \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Deductible \$0	Y	Y	5D92078	08/05/2021	08/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blkt AI/Waive <input checked="" type="checkbox"/> H C Phy Dam	Y	Y	5E92078	08/05/2021	08/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Liability \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	5J92078	08/05/2021	08/05/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC100-0000813-2022	01/01/2022 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Fidelity			5M92078 / 5F92078	08/05/2021	08/05/2022	Limit \$100,000 Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Moberly is an additional insured for General Liability Including products-completed operations including Primary and Non-Contributory coverage per form CG7174.3(2-19) and Waiver of Subrogation applies to the certificate holder per policy form CG7578(6-17). Certificate Holder is an Additional Insured for Auto Liability when required by written contract and Waiver of Subrogation applies to the certificate holder for Auto Liability per policy form CA7450(11-17). 30 Day Cancellation applies per form CA88600712. Subject to policy language.

CERTIFICATE HOLDER

CANCELLATION

City of Moberly 101 West Reed St. Moberly MO 65270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
 - (1) insureds;
 - (2) claims made or "suits" brought;
 - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
1. The license granted to you by such person(s) or organization(s) expires; or
 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY –
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Section II – Covered Autos Liability Coverage, item A.1. Who Is An Insured is amended to include as an additional insured:

1. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of ongoing operations; or
2. In connection with your premises owned or rented to you.

However, the insurance afforded to such additional insured described above:

1. Only applies to the extent permitted by law;
2. Only applies if the contract or agreement is in effect during the policy period;
3. Only applies if the "bodily injury" or "property damage" occurs after you and such party have executed the contract or agreement; and
4. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to paragraph C. Limit of Insurance of Section II:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. All other terms and conditions of this policy remain unchanged.

COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US -
DESIGNATED ENTITY

SCHEDULE

1.	Name of Entity:
2.	Mailing Address:
3.	Number of Days Notice:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than nonpayment of premium, notice of such cancellation will be provided to the entity in the Schedule, at least the number of days in advance of the cancellation effective date, also as shown in the Schedule.

If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

Failure to provide such notice to the designated entity will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5E9-20-78---22

EPOXY COATING SPECIALISTS INC

EFF DATE: 08/05/21

EXP DATE: 08/05/22

COMMERCIAL AUTO POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 106
CA0122	06-19	KANSAS CHANGES	
CA0265	01-16	KS CHANGES - CANCELLATION/NONRENEWAL	
CA2137	06-19	KS UNINSURED MOTORISTS COVERAGE	
CA2214	10-13	KANSAS PERSONAL INJURY PROTECTION	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7313	11-15	PREJUDGMENT INTEREST	
CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION	
CA7479	11-17	BLKT A.I. PRIM/NONCONTRIB REQ CONTRT	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: CROSSLAND CONSTRUCTION CO., INC. MAILING ADDRESS: PO BOX 45 COLUMBUS, KS 66725 NUMBER OF DAYS NOTICE: 30 NAME OF ENTITY: NESTLE PURINA PETCARE CO. MAILING ADDRESS: 1 CHECKERBOARD SQUARE SAINT LOUIS,MO 63164 NUMBER OF DAYS NOTICE: 30 NAME OF ENTITY: NORTH KANSAS CITY SCHOOL DISTRICT NO 74 MAILING ADDRESS: 2000 NORTHEAST 46TH STREET KANSAS CITY, MO 64116 NUMBER OF DAYS NOTICE: 30 NAME OF ENTITY: BUSHOOM AND RAUH CONSTRUCTION CO. MAILING ADDRESS:	

DATE OF ISSUE: 08/12/21

(CONTINUED)

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5E9-20-78---22

EPOXY COATING SPECIALISTS INC

EFF DATE: 08/05/21

EXP DATE: 08/05/22

COMMERCIAL AUTO POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
		145 1/2 S SANTA FE AVE SALINA, KS 67402 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: CRB BUILDERS, LLC. MAILING ADDRESS: 1251 NW BRIARCLIFF PARKWAY NO 500 KANSAS CITY, MO 64116 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: NABHOLZ CONSTRUCTION CORP. MAILING ADDRESS: PO BOX 145528 KANSAS CITY, MO 64114 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: METROPLITAN COMMUNITY COLLEGE MAILING ADDRESS: 3200 BROADWAY KANSAS CITY, MO 64111 NUMBER OF DAYS NOTICE: 60	
		NAME OF ENTITY: MW BUILDERS INC MAILING ADDRESS: 3712 HELIOS WAY PFLUGERVILLE TX 78660 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: US ARMY CORPS OF ENGINEERS FT LEONARD WOOD RESIDENT OFFICE MAILING ADDRESS: PO BOX 200 FT LEONARD WOOD MO 65473 NUMBER OF DAYS NOTICE: 30	
IL7604	01-19	KANSAS COMPANY ELIMINATION	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 08/12/21

FORM: IL7131A (ED. 04-01)

016

SJ

5E92078 2201

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

EPOXY FLOOR COATING PROPOSAL

TO: Becky
Director

RE: Moberly Animal Shelter
153 W Outer Road
Moberly, MO 65270

EMAIL: moberlymoanimalshelter@gmail.com

PHONE: 660-833-7330

DATE: 2/14/2022

Epoxy Coating Specialists, Inc. (E.C.S.) promises and proposes to furnish all labor, material, equipment, insurance and supervision required for an installation generally described as follows:

AREA: Kennels; approximately 1,460 square feet of flooring, 375' of integral cove base, and 2,900 square feet of walls at 6'H.

SYSTEM: Decorative Flake Flooring System with Moisture Primer and Chemical Resistant Satin Urethane Topcoat.

PROCEDURES: Prepare surfaces in accordance of manufacturer instructions with mechanical means (self-contained grinding and/or shotblasting).
Prefill surface irregularities holes and cracks.
Apply resinous coating system per manufacturer instructions.
Perform calcium chloride/relative humidity test on concrete (if required).

SCHEDULE: Pricing is based on completing all work in ONE mobilization, 2-day application schedule; over a regular work week, Monday – Friday, 7AM – 5PM.

NOTES: Owner/General Contractor agrees to provide receptacle for waste.
Power: 480V; 3 Phase 60 amps and 120V; 20-amp electrical sources. (If not see, "Options" for ECS to provide a generator).
Owner/GC to provide adequate lighting equivalent to permanent & temperature-controlled environment.
ECS will need a mixing/staging area in close proximity to area to be coated.

PRICE **Furnished and Installed for the sum of** **\$35,475.00**

NOTE: A Project Exemption Certificate is required for Sales/Use Tax Exemption; if applicable, please secure this document upon acceptance of this proposal)

OPTIONS: Extra mobilizations or weekend work; ADD the sum of \$1,500.00; per mobilization.
3phase 480V Generator required; ADD \$325.00/day or \$1,400.00/week.
Moisture Mitigation System IF required due to high moisture level in concrete; ADD \$1.50-\$3.00/sf based on moisture levels.

TERMS: Payment within twenty (20) days of E.C.S. project completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. By accepting this offer, purchaser agrees to the terms and conditions set forth on the face and reverse side hereof.

Accepted By

Date

Mitchell Sailors

Submitted By: Mitchell Sailors

msailors@epoxyspecialists.com; Cell: 816-868-4288

If this proposal is not accepted within twenty (20) days from date herein, it may be withdrawn at E.C.S.'s option.

Subject to the provisions of this Proposal

- 1.) E.C.S. shall not be held responsible for damage or delay resulting from Acts of God, riots, civil commotion or disorders, delays or default by carriers, inherent defects in premises where the work is to be done, strikes, fires, or other causes beyond E.C.S.'s reasonable control.
- 2.) No allowance is made in this proposal and no deductions will be permitted from the amount designated for specific or pro-rated charges on account of general cleaning, plaster patching, heat, light, power for machinery, and storage space in the building shall be furnished by the owner or general contractor without expense to E.C.S.
- 3.) In the event the product furnished by E.C.S. is water based, the storage space must be heated to at least forty-five (45) degrees Fahrenheit and such temperature must be maintained throughout the time of storage.
- 4.) If the products to be furnished by E.C.S. for use in the project are to be installed in cold weather, the area to which such products are to be applied (substrate or surface) must be heated to at least fifty (50) degrees Fahrenheit during installation and curing cycle.
- 5.) If a surety bond is required, the amount of the premium shall be paid to E.C.S. in addition to the amount specified for the work above.
- 6.) Authorization to commence work indicates readiness of the previous surface; E.C.S. cannot be held responsible for composition, integrity or substrate prepared by others.
- 7.) E.C.S. cannot be held responsible for inconspicuous deficiencies in substrates or prior surfaces, such as structural movement, shrinkage cracks, moisture transmission due to lacking or ineffective vapor barriers, etc.
- 8.) This proposal and any Agreement resulting therefrom as herein provided is subject to modification in price to cover increase or decrease in the costs of either labor or materials or both, including any additional costs of obtaining materials from other than normal sources of supply.
- 9.) For a period of one (1) year from the date of substantial completion of E.C.S.'s work covered hereby or from acceptance of any alleged faulty material or improper workmanship, whichever is earlier, E.C.S. agrees to replace any faulty materials furnished by E.C.S. and to repair any improper workmanship performed by E.C.S. subject to and this warranty is expressly conditioned on E.C.S.'s promptly receiving written notice from Owner of any such defects or any improper workmanship, and an opportunity to inspect the same prior to their being disturbed or otherwise moved. Instead of replacing such materials or repairing such workmanship, all of E.C.S.'s obligations under this paragraph can be satisfied at our option by our refunding the cost of such defective materials or improper workmanship if E.C.S. has been previously paid or by issuing a credit memo for such amount if E.C.S. has not been previously paid. E.C.S.'s liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall E.C.S.'s responsibility or liability exceed the amount E.C.S. is entitled to receive for performing this work.

E.C.S. will issue its warranty to Owner upon completion of this contract in the same form, attached hereto and identified as a "Sample Warranty". E.C.S.'s warranty extends only to the extent and to the materials and workmanship which are expressly described in the sample warranty attached hereto. E.C.S. shall not be obligated to perform any warranty work provided for in this agreement until all sums of principle and interest payable under this contract have been paid in full.
- 10.) Attachment "A" is considered part of this proposal for work.
- 11.) It is understood that the entire Agreement between the parties is contained in this Proposal and that no verbal or other understandings shall be binding on E.C.S., and any amendment hereto shall be made in writing.
- 12.) This Proposal shall not become a Contract until accepted by both parties in writing.
- 13.) Attachment "B" is considered part of this proposal for work.

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

SECTION "A"

Achieving a Slab Which Will Support the Installation Of Floor Coverings and Coatings

1. Develop and understanding of the site soil conditions. Will development and landscape irrigation create a perched water table?
2. Install a sub-slab vapor retardant, designed for the purpose.
 - A. 100% virgin material
 - B. Documented permeability; at 0.050 or less
 - C. Puncture resistant
 - D. Non-biodegradable
 - E. Installed to the standards of ASTM E-1643-98
3. If a "blotter" course is specified use a compactable fill rather than sand*.
 - A. Dry sand does not compact and requires wetting for stability
 - B. Place concrete directly on vapor retardant, eliminating blotter course
 - a. This is the preferred method and recommended under ACI-302 1.R
4. Screeds should be set on legs and pads, rather than allowing stakes and pins to puncture the vapor retardant.
5. Place concrete utilizing the lowest possible water/cement ratio.
 - A. Request mix design at .45 to .50 water/cement ratio.
 - B. Fly ash in the mix design will increase workability while reducing finished surface alkalinity.
6. Large aggregate should be as large as possible, but no greater than 1/3 the thickness of the slab.
 - A. 4" thick slab should have aggregate up to 1"
 - B. 5" thick slab should have aggregate up to 1½"
7. Seven day moist cure the slab, curing blankets are not being used for this purpose.
8. After curing, allow sufficient time for drying.
9. Adjust finish schedule when rain and other inclement weather affect the drying of site concrete.

While the above outline cannot guarantee a "dry" slab, these steps will offer the driest and densest slab deliverable. Any additional topical moisture vapor control treatment (required to ensure floor covering installation) should be minimal.

SECTION "B"

Request for Customer/Owner Disclosure of Known Regulated Wastes Prior to any Coatings Applications

ECS is an authorized applicator for numerous resinous floorings and special coatings. As part of our application process we must "ready" an existing floor in order to achieve a "bond" with existing surfaces. Accordingly, ECS may need to utilize self-contained vacuumed shot blast and/or diamond grind preparation methods. To ensure the health and safety of our employees, ECS requires its customers to disclose any known or potential regulated waste hazards prior to the start of any application project.

Specific to shot blasting or grinding preparation methods, dust particulates and/or spent steel shot wastes are generated. Please be aware that ECS is not licensed to remove/transport/store **regulated** (hazardous) wastes. If regulated wastes exist at a given jobsite it is the Owner/Customer responsibility to secure proper removal and disposal prior to ECS' scheduling and arrival to work.

Furthermore, it is agreed and understood that any/all materials (i.e. debris, residue, dust) which are **non-regulated** wastes, having been generated in the application process, will be containerized by ECS for disposal. However, ECS customers assume full responsibility and shall make appropriate arrangements for the proper disposal of wastes generated during a coatings application at their facility.

City of Moberly

City Council Agenda Summary

Agenda Number: #7.
 Department: Public Utilities
 Date: April 4, 2022

Agenda Item: A Resolution Recording the Destruction of Certain Local Government Records.

Summary: The City of Moberly Utility Billing operation and Personnel Office has been progressing through an internal records audit and cleanup. As a result of this task several records have been found that qualify for destruction. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

Recommended

Action: Approve the resolution and direct staff to proceed with destruction of records.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.

WHEREAS, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

WHEREAS, the following records have reached their minimum retention period and may be legally destroyed: See the attached Utility/Wastewater and Personnel records list; and

WHEREAS, the listed records shall be destroyed by shredding.

NOW, THEREFORE, the destruction of said records is hereby authorized and approved in all respects.

RESOLVED this 4th day of April 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Exhibit A

Budget Adjustments; GS 008
City of Moberly, Missouri

(This form documents the destruction of Budget Adjustments
GS 008 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 5 years

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Quarterly reports</u>	<u>2011-2014</u>	<u>2 1/2</u>

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

Exhibit A

Accounts Receivable Records; GS 008
City of Moberly, Missouri

(This form documents the destruction of Accounts receivable records
GS 008 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: completion of audit*
Approval date: August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Business License receipts</u>	<u>prior to 2009</u>	<u>1</u>

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

Exhibit A

Customer Service Deposit Files: GS 1603
City of Moberly, Missouri

(This form documents the destruction of Customer Service Deposit File
GS 1603 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 2 years after deposit is refunded.

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Deposit receipts</u>	<u>2005-2009</u>	<u>3</u>

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

Exhibit A

Personal Property Tax Records

City of Moberly, Missouri

(This form documents the destruction of Personal Property Tax Records

GS 0747 in accordance with the state of Missouri Records Retention Schedule)

Minimum retention: 6 years; evaluate for historical purposes

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Paid property tax receipts</u>	<u>1994-1997</u>	1

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Date of destruction

Heather Gini

11-29-21

Exhibit A

Customer Account Card File
City of Moberly, Missouri

(This form documents the destruction of Customer Account Card Files
GS 1602 in accordance with the state of Missouri Records Retention Schedule)
Minimum Retention: 5 yrs. after last entry.

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Customer contracts</u>	2011-2014	3

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

Exhibit A

Work Orders; GS 020

City of Moberly, Missouri

(This form documents the destruction of Work Orders
GS 020 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 3 years

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Work orders</u>	<u>2009-2018</u>	13

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

Exhibit A

Accounts Payable Records: GS 008
City of Moberly, Missouri

(This form documents the destruction of Accounts Receivable Records
GS 008 in accordance with the State of Missouri Records Retention
Schedule)
Minimum Retention: Completion of audit. August 15, 2001; Revised
August 19, 2014

<u>Description</u>	<u>Date Range</u>	<u>#of boxes</u>
<u>Cash Receipts</u>	Jan 2018-Dec 2018	10

Please see the following attachment for description detail.

<u>Heather Gini, Lead Utility Clerk</u>	<u>Date of destruction</u>
Heather Gini	12-17-21

Exhibit A

Accounts Payable Records: GS 007

City of Moberly, Missouri

(This form documents the destruction of Accounts Payable Records GS 007 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: Completion of audit. August 15, 2001; Revised August 19, 2014

<u>Description</u>	<u>Date Range</u>	<u>#of boxes</u>
<u>Billing Registers</u>	<u>Jan 2015-Dec 2018</u>	12

Please see the following attachment for description detail.

Heather Gini, Lead Utility Clerk

Heather Gini

Date of destruction

12-17-21

Exhibit A

Employee Benefit Records: GS 032
City of Moberly, Missouri

(This form documents the destruction of Employee Benefit Records GS 032 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: 3yrs. from date of hire, or 1yr. after date of separation, whichever is later. August 19, 2003; Revised August 28, 2012.

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Employee Insurance Plans</u>	<u>2001-2019</u>	<u>1/4 Box</u>

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

01-26-2022

Exhibit A

Budget Adjustments; GS 008

City of Moberly, Missouri

(This form documents the destruction of Budget Adjustments
GS 008 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 5 years

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Quarterly reports</u>	<u>2011-2014</u>	<u>2 1/2</u>

Please see the following attachment for description detail.

<u>Heather Gini, Lead Clerk (water office)</u> Heather Gini	<u>Date of destruction</u> 11-29-21
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Municipal Records Retention Schedule

See also the General Records Retention Schedule, Ambulance District Records Retention Schedule, Fire District Records Retention Schedule, Hospital and Health District Records Retention Schedule, Library Records Retention Schedule; Police Clerk Records Retention Schedule, County Clerk-Election Authority Records Retention Schedule.

Administrative Records

0001

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Accident Report Files

Reports describing accidents involving city employees resulting in personal injury

May include copies of Workers' Compensation claims

5 years after case concluded

Destroy securely

0003

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Annexation Records

Records used to annex property into city boundaries

May include correspondence, petitions, maps, surveys, and official annexation action.

6 years after recorded in minutes

Destroy

0008.2

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Budget Adjustments

Records documenting the transfer of or supplemental appropriation to departmental monies during the fiscal year

5 years

Destroy

0012

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

City Seal

Records documenting the current and past city seals

Permanent

Archive; microfilm for preservation

0015.1

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Maintenance Guarantee Bonds (Private Development)

Term of contract plus term of bond plus 4 years

Destroy

Exhibit A

Accounts Receivable Records; GS 008

City of Moberly, Missouri

(This form documents the destruction of Accounts receivable records

GS 008 in accordance with the State of Missouri Records Retention Schedule)

Minimum retention: completion of audit*

Approval date: August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Business License receipts</u>	<u>prior to 2009</u>	<u>1</u>

Please see the following attachment for description detail.

Heather Gini, Lead Clerk (water office)

Heather Gini

Date of destruction

11-29-21

GS 008 Accounts Receivable Records

Also Called: Cash Receipt File; Sales Tax/Use Tax Distribution

Function: Records documenting revenues owed to the local government unit by citizens, organizations, other governmental units, vendors and others to be credited to general accounts. Also documents billing and collection of moneys. Content: May include: reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.

Minimum Retention: Completion of audit*

Disposition: Destroy Note: *Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

Approval Date: August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

Exhibit A

Customer Service Deposit Files: GS 1603

City of Moberly, Missouri

(This form documents the destruction of Customer Service Deposit File
GS 1603 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 2 years after deposit is refunded.

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Deposit receipts</u>	<u>2005-2009</u>	<u>3</u>

Please see the following attachment for description detail.

<u>Heather Gini, Lead Clerk (water office)</u>	<u>Date of destruction</u>
Heather Gini	11-29-21

Approval Date:

August 21, 2019

1509*Note:**Approval Date:***Airport Safety Officer's Reports and Logs**

Removed to Multimodal and Transit Schedule—MMT 102

August 21, 2019

1510*Note:**Approval Date:***Security Gate Entrance Application and Card File**

Removed to Multimodal and Transit Schedule—MMT 103

August 21, 2019

1511*Note:**Approval Date:***Screening Activities Report**

Removed to Multimodal and Transit Schedule—MMT 104

August 21, 2019

1512*Note:**Approval Date:***Airport Condition and Inspection Reports**

Removed to Multimodal and Transit Schedule—MMT105

August 21, 2019

1513*Note:**Approval Date:***Airport Pavement Maintenance Survey Records**

Removed to Multimodal and Transit Schedule—MMT 106

August 24, 2010; Moved August 21, 2019

Utilities (Gas, Electric, Water, Steam)**1601***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Cathode Protection File**

Records created and used in maintaining metal pipes

May include installation documents of anodes, test stations, rectifiers, and ground beds

Until superseded or obsolete

Destroy

Cathodic protection is a technique used to control surface corrosion for water and gas pipelines

Revised, August 20, 2013

1602*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Account Card File**

Records showing a billing and payment history of all customers using city utilities

May include customer name and address, date account was opened, consumption, billing and payment history, date of account closure

5 years after last entry

Destroy securely

1603*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Service Deposit File**

A record of whether a resident paid a utility deposit, and amount

May include customer name, address, account number, amount of deposit for connection, bills owed, cash stubs, book listings, and refunds of deposits for service terminations

2 years after deposit is refunded

Destroy

Exhibit A

Personal Property Tax Records

City of Moberly, Missouri

(This form documents the destruction of Personal Property Tax Records
GS 0747 in accordance with the state of Missouri Records Retention Schedule)
Minimum retention: 6 years; evaluate for historical purposes

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Paid property tax receipts</u>	<u>1994-1997</u>	1

Please see the following attachment for description detail.

<u>Heather Gini, Lead Clerk (water office)</u>	<u>Date of destruction</u>
Heather Gini	11-29-21

0743

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Building Inspection Sheet File

Copies of building permits used for appraisal purposes based on property improvements

5 years
 Destroy

0745

Also Called:
Function:

Content:

Retention:
Disposition:
Note:
Approval Date:

Delinquent Tax Report Files

Record showing residents who owe delinquent real estate and personal property taxes to the city

May include name, legal description of property, amount due, amount paid, penalty, interest, and Certificate of Redemption

6 years except certificate of redemption, which need only be retained 2 years
 Destroy

0746

Also Called:
Function:

Content:
Retention:
Disposition:
Note:
Approval Date:

Earnings Tax Records

Records that document earnings taxes collected from residents and employees who work within the city limits; collected in certain cities

May include Employees Quarterly Report of Taxes withheld and information such as W-

5 years including audit
 Destroy securely

0747

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Personal Property Tax Records

A record of residents who owe city taxes on personal property

May include name, property, assessed value, and amount owed

6 years; evaluate for historical purposes
 Destroy

0747.1

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Intangible Property Tax

Records associated with financial institution tax or other types of intangible property taxation.

May include name, taxes levied and payments made.

6 years
 Destroy securely

0747.2

Also Called:
Function:

Content:
Retention:
Disposition:
Note:
Approval Date:

Poll/Road Tax

A list of residents in certain road districts or areas that owe taxes or labor for road improvements

May include name, address, district, and amount of tax paid or labor done

Permanent (this record is no longer generated and is a historic record)

Archive, microfilm for preservation

Exhibit A

Customer Account Card File

City of Moberly, Missouri

(This form documents the destruction of Customer Account Card Files

GS 1602 in accordance with the state of Missouri Records Retention Schedule)

Minimum Retention: 5 yrs. after last entry.

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Customer contracts</u>	2011-2014	3

Please see the following attachment for description detail.

<u>Heather Gini, Lead Clerk (water office)</u>	<u>Date of destruction</u>
Heather Gini	11-29-21

Approval Date:

August 21, 2019

1509*Note:**Approval Date:***Airport Safety Officer's Reports and Logs**

Removed to Multimodal and Transit Schedule—MMT 102

August 21, 2019

1510*Note:**Approval Date:***Security Gate Entrance Application and Card File**

Removed to Multimodal and Transit Schedule—MMT 103

August 21, 2019

1511*Note:**Approval Date:***Screening Activities Report**

Removed to Multimodal and Transit Schedule—MMT 104

August 21, 2019

1512*Note:**Approval Date:***Airport Condition and Inspection Reports**

Removed to Multimodal and Transit Schedule—MMT105

August 21, 2019

1513*Note:**Approval Date:***Airport Pavement Maintenance Survey Records**

Removed to Multimodal and Transit Schedule—MMT 106

August 24, 2010; Moved August 21, 2019

Utilities (Gas, Electric, Water, Steam)**1601***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Cathode Protection File**

Records created and used in maintaining metal pipes

May include installation documents of anodes, test stations, rectifiers, and ground beds

Until superseded or obsolete

Destroy

Cathodic protection is a technique used to control surface corrosion for water and gas pipelines

Revised, August 20, 2013

1602*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Account Card File**

Records showing a billing and payment history of all customers using city utilities

May include customer name and address, date account was opened, consumption, billing and payment history, date of account closure

5 years after last entry

Destroy securely

1603*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Service Deposit File**

A record of whether a resident paid a utility deposit, and amount

May include customer name, address, account number, amount of deposit for connection, bills owed, cash stubs, book listings, and refunds of deposits for service terminations

2 years after deposit is refunded

Destroy

Exhibit A

Work Orders; GS 020

City of Moberly, Missouri

(This form documents the destruction of Work Orders
GS 020 in accordance with the State of Missouri Records Retention Schedule)
Minimum retention: 3 years

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
<u>Work orders</u>	<u>2009-2018</u>	13

Please see the following attachment for description detail.

<u>Heather Gini, Lead Clerk (water office)</u>	<u>Date of destruction</u>
Heather Gini	11-29-21

GS 020*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Work Orders**

Maintenance requests; Service requests; Service report; Application for Services Active/Inactive; Rejected Application for Services.

Internal records documenting requests and authorizations for needed services, including repair of government owned property.

May include: copy center work order, telephone service and installation requests, printing orders, repair authorizations, and similar records.

3 years

Destroy

August 15, 2001

GS 021*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Meeting Records (for Boards, Commissions, Committees, or Other Public Bodies)**

Documents the proceedings of public bodies described in RSMo 610.010 (4).

May include: minutes, agendas, exhibits, resolutions, indexes, staff reports, correspondence, related documentation, audio or visual recordings.

Permanent - Minutes, agendas, exhibits, resolutions, and indexes (not retained permanently elsewhere); Other records - 1 year

Permanent records - Archive. Microfilm for preservation. Other records - Destroy.

See also: GS 085 Meeting Records (internal agency staff/committee)

August 19, 2003

GS 022*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Public Notice Records**

Affidavits of Publication, Notice of Meetings, Public Notices, Proof of Publication, Zoning Notices, Written Notice of Public Hearing

Records documenting compliance with laws requiring public notice of governmental activities

May include: public or legal notices, certificates, affidavits of publication, and similar documents

3 years

Destroy

See also: GS 055 Bid Records

August 19, 2003; Updated August 25, 2020

GS 023*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Capital Improvement Projects Files**

Records related to construction/renovation/repair of publicly owned buildings, structures, streets, sidewalks or other infrastructure.

May include: correspondence, bids, specifications, plans, designs, drawings, reports, notes, change orders, etc.

Retain for the life of the structure, sidewalk, or road, plus 10 years; May be subject to federal requirements.

Destroy

August 19, 2003; Revised August 23, 2011

GS 024*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Computer Software Licensing Files**

Documents proving the licensure and implementation of computer software programs by the agency.

May include: permitted uses, rights and restrictions, warranty information, liability statement, and laws governing the product.

Retain for the duration of license plus 5 years

Destroy

August 19, 2003

Exhibit A

Accounts Payable Records: GS 008

City of Moberly, Missouri

(This form documents the destruction of Accounts Receivable Records GS 008 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: Completion of audit. August 15, 2001; Revised August 19, 2014

<u>Description</u>	<u>Date Range</u>	<u>#of boxes</u>
<u>Cash Receipts</u>	Jan 2018-Dec 2018	10

Please see the following attachment for description detail.

Heather Gini, Lead Utility Clerk

Heather Gini

Date of destruction

12-17-21

GS 008*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Receivable Records**

Cash Receipt File; Sales Tax/Use Tax Distribution

Records documenting revenues owed to the local government unit by citizens, organizations, other governmental units, vendors and others to be credited to general accounts. Also documents billing and collection of moneys.

May include: reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.

Completion of audit*

Destroy

*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

GS 009*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Purchasing Records**

Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders.

Records documenting orders, authorization, and evidence of receipt of the purchase of goods and services by local government office.

May include: vendor number, project number, date of purchase order, department, vendor name and address, shipping instructions, quantity ordered, unit of issue, description of goods/services ordered, unit price, extended price, purchasing agent signature, notations of shortages or damaged goods, signature of individual signing for receipt of goods/services.

3 years plus completion of audit*

Destroy

*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014

GS 010*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Banking and Investment Records**

Account Statements, Deposit books, Deposit and Withdrawal Slips, Cancelled checks, Check Registers, Passbooks, Statements and Receipts for Interest Income; Monthly Statements; Investment Returns; Certificates of Deposit; Treasury Bills

Records documenting the transactions of government offices with financial institutions, the status of accounts, investments and the current status of public funds.

May include: bank and/or account numbers, transaction dates, beginning balance, check or deposit amount, document numbers, adjustments, description of transaction, ending balance, and other related information.

Completion of audit plus 1 year

Destroy

This entry deals with the investment of public monies in banks, certificates of deposit, stocks and bonds. For the management of publically issued bonds, please see the appropriate office/entity retention schedule

August 15, 2001; Revised August 28, 2012

GS 011*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Receipts**

Copies of receipts issued by the office to persons paying fees, turning over funds, or for the accounting of petty cash expenses.

May include: date, number, from whom received, amount, purpose, and authorizing signatures.

Completion of audit

Destroy

August 15, 2001

Exhibit A

Accounts Payable Records: GS 007

City of Moberly, Missouri

(This form documents the destruction of Accounts Payable Records GS 007 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: Completion of audit. August 15, 2001; Revised August 19, 2014

<u>Description</u>	<u>Date Range</u>	<u>#of boxes</u>
<u>Billing Registers</u>	<u>Jan 2015-Dec 2018</u>	12

Please see the following attachment for description detail.

Heather Gini, Lead Utility Clerk

Heather Gini

Date of destruction

12-17-21.

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

Official Budget; Approved Budget

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

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

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office.

August 15, 2001

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

Budget Working Papers, Budget Requests

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

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

Completion of audit

Destroy

August 15, 2001

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

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

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

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

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office.

August 15, 2001

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

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

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

Completion of audit

Destroy

August 15, 2001

GS 007*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Payable Records**

Invoices, Vouchers, Warrants, Billing Records, Refund File

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

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

Completion of audit*#

Destroy

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

August 15, 2001; Revised August 19, 2014

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: April 4, 2022

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$467,136.67.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$107,535.21.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$7,100.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$2,151.76.
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$31.16.
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$820.16.
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$59,125.23.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$35,052.68.
- SECTION 8: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$43.92.
- SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$5,434.45.
- SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$62,122.54.
- SECTION 11: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$5,869.43.
- SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$11,131.86.
- SECTION 13: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$16,722.36.
- SECTION 14: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$9,287.30.
- SECTION 15: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$38,400.35.
- SECTION 16: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$27,574.64.
- SECTION 17: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$26,459.09.
- SECTION 18: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$5,761.73.
- SECTION 19: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$4,812.50.
- SECTION 20: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$26,930.64.
- SECTION 21: There is hereby appropriated out of the **Ameren MO Solar Rebates Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$1,719.49.
- SECTION 22: There is hereby appropriated out of the **Solar Systems Settlement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$3,910.33.
- SECTION 23: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$2,927.84.
- SECTION 24: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 4, 2022 in the amount of \$6,212.00.

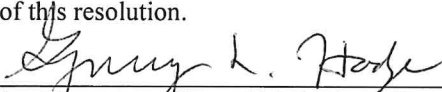
NOW, THEREFORE, the Moberly City Council authorizes these expenditures.
RESOLVED this 4th day of April 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.




City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MARCH 17 - APRIL 1, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
APRIL 4, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 107,535.21
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 2,151.76
Solid Waste Fund	\$ 31.16
Heritage Hills Golf Course Fund	\$ 820.16
Parks and Recreation Fund	\$ 59,125.23
Airport Fund	\$ 35,052.68
Veteran Memorial Flag Project Fund	\$ 43.92
Utilities Collection Fund	\$ 5,434.45
Utilities OP & Maintenance Fund	\$ 62,122.54
Utilities OP Reserve Fund	\$ 5,869.43
Capital Improvement Trust Fund	\$ 11,131.86
Route JJ Sewer Extension Fund	\$ 16,722.36
2021 EDA Grant Projects Fund	\$ 9,287.30
2004B SRF Bonds Debt Service Fund	\$ 38,400.35
2006A SRF Bonds Debt Service Fund	\$ 27,574.64
2004C Bonds Debt Service Fund	\$ 26,459.09
Emergency Telephone Fund	\$ 5,761.73
Transportation Trust Fund	\$ 4,812.50
Street Improvement Fund	\$ 26,930.64
Ameren MO Solar Rebates Fund	\$ 1,719.49
Solar Systems Settlement Fund	\$ 3,910.33
Downtown CID Sales Tax Fund	\$ 2,927.84
Downtown CID Property Tax Fund	\$ 6,212.00
Total	\$ 467,136.67

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

3/31/2022

Date

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

* 89338 Thru 89343

89344	3/25/2022	6120 AMAZON CAPITAL SERVICES	247.04
89345	3/25/2022	6 AMEREN MISSOURI	15.97
89346	3/25/2022	13 ARROW ENERGY INC	24,698.28
89347	3/25/2022	17 AT&T 5001	888.10
89348	3/25/2022	17 AT&T 5001	2,996.04
89349	3/25/2022	6245 AZAVAR	386.11
89350	3/25/2022	2605 BRATCHER'S MARKET	19.22
89351	3/25/2022	6207 TYDANCO INC	201.45
89352	3/25/2022	693 ED ROEHR SAFETY PRODUCTS INC	1,307.86
89353	3/25/2022	3103 FASTENAL COMPANY	16.44
89354	3/25/2022	699 FEDERAL EXPRESS	154.67
89355	3/25/2022	704 GALLS LLC	225.60
89356	3/25/2022	759 HUTCHINSON SALT COMPANY	4,490.66
89357	3/25/2022	4347 JOHN DEERE FINANCIAL	.00
89358	3/25/2022	4347 JOHN DEERE FINANCIAL	1,594.58
89359	3/25/2022	2340 LAUBER MUNICIPAL LAW LLC	799.50
89360	3/25/2022	679 MARTECK	601.19
89361	3/25/2022	195 MISSOURI WATER & WASTEWATER CO	35.00
89362	3/25/2022	360 MO DEPARTMENT OF NATURAL RESOU	5,434.45
89363	3/25/2022	1935 MOBERLY MONITOR INDEX	505.00
89364	3/25/2022	3943 MWC NORTHEAST SECTION	150.00
89365	3/25/2022	3069 SMITH FERTILIZER & GRAIN INC	2,240.94
89366	3/25/2022	5990 SUGAR CREEK VETERINARY SE	777.75
89367	3/25/2022	2640 THOMAS HILL PUBLIC WATER SUPPL	69.97
89368	3/25/2022	2640 THOMAS HILL PUBLIC WATER SUPPL	15.37
89369	3/25/2022	2644 USA BLUE BOOK	5.25
89370	3/25/2022	2772 WIRELESS USA	89.50
89371	4/01/2022	2903 ABAN PEST CONTROL INC	180.00
89372	4/01/2022	4544 ADRIAN SHANE	90.00
89373	4/01/2022	6649 AED SUPERSTORE	499.00
89374	4/01/2022	2813 AHRENS STEEL & WELDING INC	143.66
89375	4/01/2022	6053 ALLEY STEPHEN L	275.00
89376	4/01/2022	6120 AMAZON CAPITAL SERVICES	1,387.16
89377	4/01/2022	1825 APOLLO PORTA POTTIES	300.00
89378	4/01/2022	30 WOOGEDY LLC	51.00
89379	4/01/2022	17 AT&T 5001	1,692.74
89380	4/01/2022	3808 ATCO INTERNATIONAL	660.00
89381	4/01/2022	4966 ATIS ELEVATOR INSPECTION LLC	150.00
89382	4/01/2022	970 BANNER FIRE EQUIPMENT INC	2,199.00
89383	4/01/2022	3625 BARR ENGINEERING COMPANY	11,406.46
89384	4/01/2022	4729 BARTLETT & WEST	1,700.00
89385	4/01/2022	34 BOB'S TIRE, LLC	56.00
89386	4/01/2022	5057 BOONE ANTHONY G.	1,540.00
89387	4/01/2022	2975 BRENNTAG MID SOUTH INC	2,999.87
89388	4/01/2022	6712 BROCKMANS SAWMILL SERVICE	100.00
89389	4/01/2022	424 BUTLER SUPPLY INC	244.44
89390	4/01/2022	6454 CAPITAL ONE	.00
89391	4/01/2022	6454 CAPITAL ONE	803.27
89392	4/01/2022	591 CASON BUILDING MAINTENANCE INC	2,463.70
89393	4/01/2022	6714 CENTRAL TURF & IRRIGATION	24,825.00

VOID:

VOID:

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
89394	4/01/2022	913	CODY MARK	35.00				
89395	4/01/2022	653	COE EQUIPMENT	348.23				
89396	4/01/2022	3063	CONLEY FOREST DO	270.00				
89397	4/01/2022	5682	DESTINATION SERVICES LLC	2,927.84				
89398	4/01/2022	5038	DICKERSON KIM	200.00				
89399	4/01/2022	194	DMC CONCRETE CONSTRUCTION	4,812.50				
89400	4/01/2022	6651	E S C I INC	2,975.00				
89401	4/01/2022	3103	FASTENAL COMPANY	196.15				
89402	4/01/2022	6437	FROG FURNISHINGS	1,340.20				
89403	4/01/2022	2839	FUSION TECHNOLOGY LLC	249.00				
89404	4/01/2022	6379	GREATLIFE MIDMO LLC	1,140.00				
89405	4/01/2022	6717	HUFF KATHERINE	200.00				
89406	4/01/2022	759	HUTCHINSON SALT COMPANY	6,774.36				
89407	4/01/2022	2787	IDEXX DISTRIBUTION CORP	835.18				
89408	4/01/2022	5591	INOVATIA LABORATORIES LLC	395.00				
89409	4/01/2022	2812	JACOBS ENGINEERING GROUP INC	37,141.52				
89410	4/01/2022	6715	KALINOWSKI LAUREN	235.00				
89411	4/01/2022	89	KINDER DAVID	577.50				
89412	4/01/2022	380	KNAPHEIDE TRUCK EQUIPMENT CENT	6,454.25				
89413	4/01/2022	1225	LATSON DOROTHY	43.92				
89414	4/01/2022	1246	LOCHNER	6,101.27				
89415	4/01/2022	6637	MAGIC CITY MOBILE BLASTING LLC	515.00				
89416	4/01/2022	1639	MATTOX ADVERTISING CO	336.00				
89417	4/01/2022	1648	MCM SYSTEMS	85.00				
89418	4/01/2022	1175	MILCIK JAMIE	240.00				
89419	4/01/2022	2889	MISSOURI DEPART OF CORRECT	712.50				
89420	4/01/2022	5992	MO DEPT NATURAL RESOURCES	200.00				
89421	4/01/2022	5132	MO STATE HWY PATROL ACADEMY	340.00				
89422	4/01/2022	1770	MO VOCATIONAL ENTERPRISES	168.60				
89423	4/01/2022	2740	MOBERLY AREA CHAMBER OF COMMER	7,100.00				
89424	4/01/2022	1935	MOBERLY MONITOR INDEX	50.00				
89425	4/01/2022	2907	MOBERLY READY MIX	1,821.00				
89426	4/01/2022	4906	MUTTER FARMS LLC	.00			VOID:	
89427	4/01/2022	4906	MUTTER FARMS LLC	7,271.51				
89428	4/01/2022	2865	NEWMAN SIGNS INC	972.09				
89429	4/01/2022	1200	ORSCHLERN FARM & HOME	7.00				
89430	4/01/2022	366	PALMATORY'S	252.20				
89431	4/01/2022	2298	PEPCO INC	931.06				
89432	4/01/2022	5374	PERRY HEATING & COOLING	5,000.00				
89433	4/01/2022	2596	PLUMB SUPPLY COMPANY-MOB	557.18				
89434	4/01/2022	1343	PRIMARY PURPOSE	100.00				
89435	4/01/2022	6551	PRO PUMPING & HYDROJETTING LLC	1,795.00				
89436	4/01/2022	2977	RICKETTS FARM SERVICE INC	310.00				
89437	4/01/2022	6317	ROARK LAWN CARE LLC	320.00				
89438	4/01/2022	2052	SAFETY FIRE PRODUCTS LLC	.00			VOID:	
89439	4/01/2022	2052	SAFETY FIRE PRODUCTS LLC	2,753.00				
89440	4/01/2022	6716	SCHINDLER ELEVATOR CORPORATION	6,750.00				
89441	4/01/2022	617	SCHULTE SUPPLY INC	5,357.35				
89442	4/01/2022	3062	SHERWIN WILLIAMS	3,459.50				
89443	4/01/2022	2610	BRENDLINGER ENTERPRISES INC	311.00				
89444	4/01/2022	5700	STAPLES	.00			VOID:	
89445	4/01/2022	5700	STAPLES	.00			VOID:	
89446	4/01/2022	5700	STAPLES	1,707.29				

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

89447	4/01/2022	6162	SWALLOW TROPHY & ENGRAVING	11.00				
89448	4/01/2022	6358	SWARTZ NATHAN	200.00				
89449	4/01/2022	2637	SYDENSTRICKER FARM & LAWN	540.17				
89450	4/01/2022	6711	THE SPAY NEUTER PROJECT	360.00				
89451	4/01/2022	1562	UNITED FIRST AID & SAFETY, LLC	117.39				
89452	4/01/2022	2643	UNITED WAY	1,141.76				
89453	4/01/2022	2223	US CELLULAR	469.76				
89454	4/01/2022	2646	VALIC	1,010.00				
89455	4/01/2022	2647	VANDEVANTER ENGINEERING INC	2,614.00				
89456	4/01/2022	413	WARREN CONSTRUCTION	892.00				
89457	4/01/2022	6707	WATLINGTON LUANNA	954.00				
89458	4/01/2022	6701	WILLIAMS ALBERT	1,590.00				
89459	4/01/2022	2772	WIRELESS USA	467.85				
89460	4/01/2022	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
89461	4/01/2022	6519	ZERO9 SOLUTIONS	216.25				
*20211063								
20211064	3/21/2022	2591	MOBERLY AREA ECONOMIC DEVELOPM	6,563.67		E-PAY		
20211065	3/21/2022	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		
20211066	3/21/2022	2591	MOBERLY AREA ECONOMIC DEVELOPM	1,824.00		E-PAY		
20211067	3/24/2022	2708	UMB BANK	92,434.08		E-PAY		
20211068	3/24/2022	5783	BANKCARD SERVICES	22,186.75		E-PAY		
20211069	3/25/2022	6	AMEREN MISSOURI	48,727.39		E-PAY		
20211070	3/25/2022	2591	MOBERLY AREA ECONOMIC DEVELOPM	43,750.00		E-PAY		

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:

OUTSTANDING	467,136.67
CLEARED	.00

BANK 24 TOTAL	467,136.67
---------------	------------

VOIDED	.00
------------	-----

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	107,535.21	107,535.21	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	2,151.76	2,151.76	.00	.00
110 SOLID WASTE FUND	31.16	31.16	.00	.00
114 HERITAGE HILLS GOLF CRSE	820.16	820.16	.00	.00
115 PARKS & RECREATION FUND	59,125.23	59,125.23	.00	.00
120 AIRPORT FUND	35,052.68	35,052.68	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	43.92	43.92	.00	.00
300 UTILITIES COLLECTION FUND	5,434.45	5,434.45	.00	.00
301 UTILITIES OP & MAINT	62,122.54	62,122.54	.00	.00
303 UTILITIES OP RESERVE	5,869.43	5,869.43	.00	.00
304 CAPITAL IMPROVEMENT TRUST	11,131.86	11,131.86	.00	.00
314 ROUTE JJ SEWER EXTENSION	16,722.36	16,722.36	.00	.00
350 2021 EDA GRANT PROJECTS	9,287.30	9,287.30	.00	.00
377 2004B SRF BONDS DEBT SERV	38,400.35	38,400.35	.00	.00
378 2006A SRF BONDS DEBT SERV	27,574.64	27,574.64	.00	.00
379 2004C BONDS DEBT SERVICE	26,459.09	26,459.09	.00	.00
400 EMERGENCY TELEPHONE FUND	5,761.73	5,761.73	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#8.

BANK#	BANK NAME						
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID REASON FOR VOID
		600	TRANSPORTATION TRUST FUND	4,812.50	4,812.50		.00 .00
		601	STREET IMPROVEMENT FUND	26,930.64	26,930.64		.00 .00
		903	AMEREN MO SOLAR REBATES	1,719.49	1,719.49		.00 .00
		906	SOLAR SYSTEMS SETTLEMENT	3,910.33	3,910.33		.00 .00
		911	DOWNTOWN CID SALES TAX	2,927.84	2,927.84		.00 .00
		912	DOWNTOWN CID PROP TAX	6,212.00	6,212.00		.00 .00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#8.

BANK#	BANK NAME	CHECK#	DESCRIPTION
24 DISBURSEMENTS			
89338 Thru	89343	Utility Billing Checks	
89344 Thru	89461	Accounts Payable Checks	
20211064 Thru	20211070	Accounts Payable E-Pay	