

A G E N D A
WORK SESSION MEETING
City of Moberly
September 05, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

- [1.](#) Review Of Terracon Certified Site Proposals.
- [2.](#) Discussion Of A Mobile App For The City Of Moberly, Missouri.
- [3.](#) Consideration Of An Appointment To The Moberly, Missouri, Public Building Corporation.
- [4.](#) Request For A Blessing Box In Downtown Moberly.
- [5.](#) Receipt Of Bids For Re-Establishing Existing Ditches.
- [6.](#) Changing Of A Street Name By Adding The Prefix Of N & S To College Ave.
- [7.](#) Proposal Of The Cost Of Mill And Fill From Carpenter Street Through The Intersection Of Route M.
- [8.](#) A Resolution Authorizing The Moberly Fire Department To Purchase Battery Powered Positive Pressure Fans Budgeted This Fiscal Year Through Sentinel Emergency Solutions, LLC.
- [9.](#) Request From Moberly Area Community College To Approve A Street Closure Of College Ave From W Burkhardt To W Reed For Their Annual Art On The Block Event On September 30, 2023.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.

Department: Administration

Date: September 5, 2023

Agenda Item: Review Of Terracon Certified Site Proposals.

Summary: Attached are the two Terracon proposals associated with the initiative to certify the remaining acreage at the Moberly Area Industrial Park (Park) according to the Missouri Certified Sites Program Guidelines. This is needed to complete the certification process for the approximate 140 acres that presently remain uncertified. Currently, 58 acres are certified and once the additional acreage is certified, the entire Park will carry the Missouri Certified Site designation. Given what we continue to see in the attraction world, companies are only considering certified acreages. For Moberly to continue to compete for attraction projects at the Park, it would benefit the City to obtain this designation on the entirety of the Park.

In addition to the attached proposals, the bid tabulation document is included.

Recommended Action: Direct staff to bring to the next City Council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Jeffrey** ___ ___

Passed Failed

Bid Tabulations for Environmental Work Associated with the Missouri Certified Sites Program

Howe & Company	No bid submitted.
Bartlett & West	No bid submitted.
McClure	\$53,200
Terracon	\$13,800

In addition to Terracon being the lowest bidder, they have completed the work at the Moberly Area Industrial Park for all previously Missouri Certified Sites Program acreage.

6700 Stephens Station Road, Suite 101
 Columbia, Missouri 65202
 P (573) 214-2677
Terracon.com

July 13, 2023

Moberly Area Economic Development Corporation
 115 North Williams
 Moberly, Missouri 65270

Attn: Mr. Randy Asbury
 P: (660) 998-0097
 E: rasbury@moberly-edc.com

RE: Proposal for Geotechnical Engineering Services
 Moberly Certified Site
 North Morley Street
 Moberly, Missouri
 Terracon Proposal No. P09235056

Dear Mr. Asbury:

We appreciate the opportunity to submit this proposal to Moberly Area Economic Development Corporation (MAEDC) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Terracon will perform the Scope of Services described in this proposal for a lump sum fee of \$8,300. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services via email (maddie.goeke@terracon.com) or mail.

Sincerely,
Terracon



For Madeline G. Goeke
 Field Engineer



Travis J. Kassebaum, P.E.
 Geotechnical Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Moberly Area Economic Development Corporation ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Moberly Certified Site project ("Project"), as described in Consultant's Proposal dated 07/13/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Missouri law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **Moberly Area Economic Development Corporation**

By: *TKL* Date: **7/13/2023**

By: _____ Date: _____

Name/Title: **Travis J Kassebaum / Department Manager II**

Name/Title: **Randy Asbury**

Address: **6700 Stephens Station Rd Ste 101
Columbia, MO 65202-0069**

Address: **115 N Williams PO Box 549
Moberly, MO 65270-0549**

Phone: **(573) 214-2677** Fax: **(573) 214-2714**

Phone: _____ Fax: _____

Email: **Travis.Kassebaum@terracon.com**

Email: **rasbury@moberly-edc.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by MAEDC and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request MAEDC and/or the design team verify this information before we mobilize to perform the field exploration.

Planned Construction

Item	Description
Project Description	The project consists of the certification of approximately 140 acres at the Moberly Area Industrial Park (MAIP) as a Missouri Certified Site.

Site Location and Anticipated Conditions

Item	Description
Project Location	The project is located west of North Morley Street in Moberly, Missouri Latitude: 39.4485°N, Longitude: 92.4415°W (approximate) (See Exhibit D)
Existing Improvements	Agricultural fields with mature trees and drainage ditches
Current Ground Cover	Crops/bare earth
Existing Topography	Based on Google Earth, the site elevation changes ranging from 875 to 855 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted or track-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and publicly available geologic maps indicate subsurface conditions consist of cohesive soils with varying amounts of sands and gravel overlying glacial till.

Proposal for Geotechnical Engineering Services

Moberly Certified Site | Moberly, Missouri

July 13, 2023 | Terracon Proposal No. P09235056



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by MAEDC, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
5	25	Within the proposed uncertified acreage

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. No rock coring will be performed.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 20 feet. Approximate elevations will be estimated from an online mapping application. Alternatively, we can coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of about 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel sampler will be driven in accordance with standard penetration test (SPT) procedures. We will transport the samples to our laboratory for observation, testing, and classification.

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. In addition, we will observe and record groundwater levels in the boreholes.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our

Proposal for Geotechnical Engineering Services

Moberly Certified Site | Moberly, Missouri

July 13, 2023 | Terracon Proposal No. P09235056



services, some disturbance (such as rutting of the ground surface and damage to crops) could occur.

We will backfill the borings with auger cuttings after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the area of the boreholes. Because backfill material often settles below the surface after a period, the site owner should observe the boreholes periodically checked and backfill them, if necessary. We can provide this service or grout the boreholes for additional fees at your request. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services.

Terracon will contact the Missouri one-call system to locate utilities in public easements. Location of private lines is not included in the one-call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. Terracon's performance of a private utility locates using geophysical equipment would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. If the client accepts this proposal, we will consider that the client has obtained authorization from the owner for Terracon to access the property and conduct the field exploration. Our proposed fees do not include negotiation and coordination of access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Proposal for Geotechnical Engineering Services

Moberly Certified Site | Moberly, Missouri

July 13, 2023 | Terracon Proposal No. P09235056



Laboratory Testing

The project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Unconfined compression
- Dry density

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location Plan and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Preliminary foundation options and engineering design parameters
- Preliminary seismic site classification
- Subgrade preparation/earthwork considerations

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

Proposal for Geotechnical Engineering Services

Moberly Certified Site | Moberly, Missouri

July 13, 2023 | Terracon Proposal No. P09235056



- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed report. Previous submittals, collaboration, and the report will be maintained in our system. This will allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Subsurface Exploration ¹ , Laboratory Testing, and Geotechnical Report	\$8,300
Additional Borings (if requested, cost per boring) ³	\$1,200

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. Borings would need to be performed during the same mobilization as the initial mobilization.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, or crop damage. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services and fee. If borings will be performed when crops are planted, a crop damage agreement should be established between the Client and crop owner before we mobilized to perform the subsurface exploration.

If we encounter conditions that will require a revision to our scope of services or will result in higher fees, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available to confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$125 per hour for a Staff Engineer, \$160 per hour for a Project Engineer, and \$225 per hour for a Senior Engineering Consultant.



Project Schedule

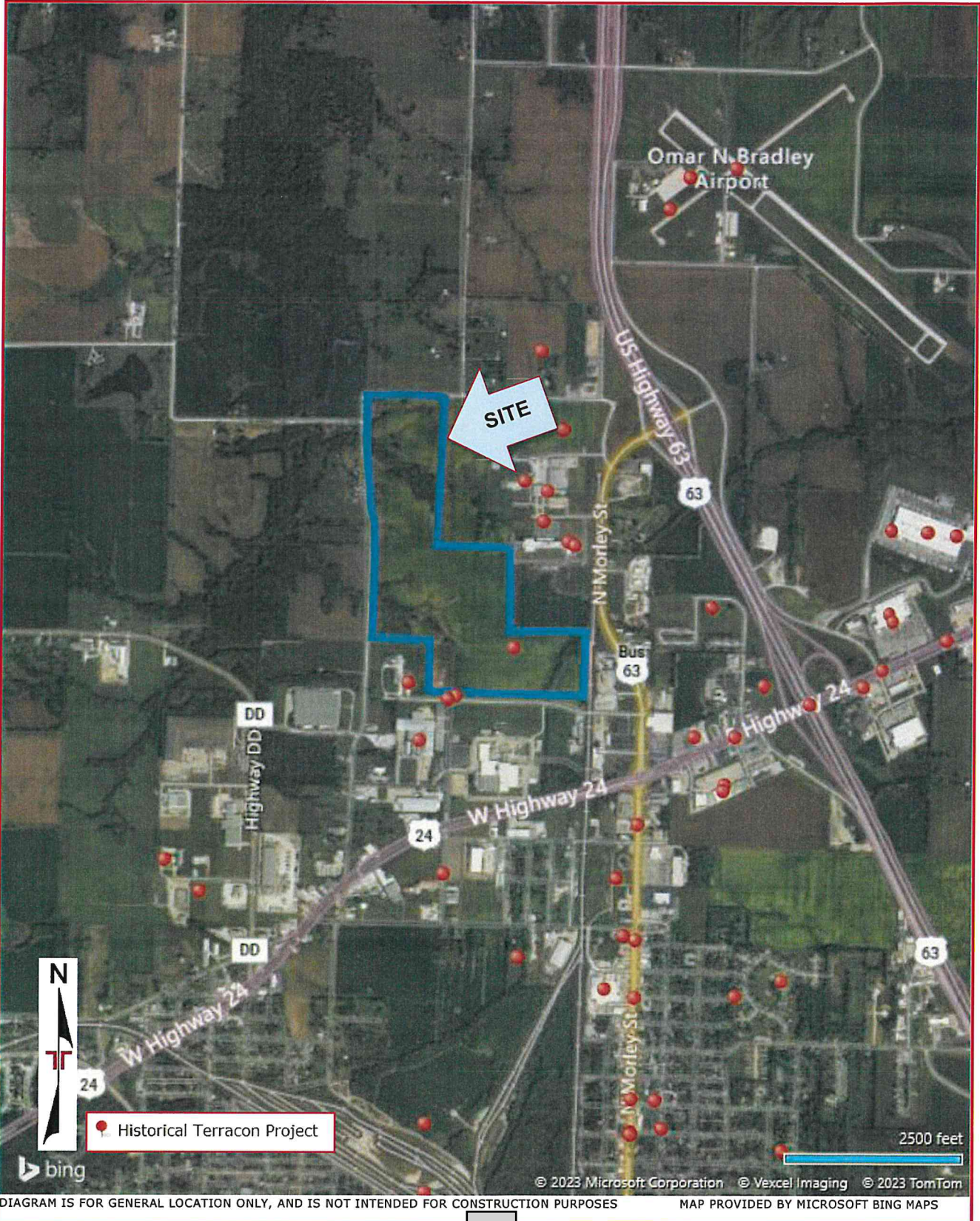
We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2, 3}
Utility Locates	2 business days after notice to proceed
Completion of Field Program	6 weeks
Geotechnical Engineering Report	8 weeks
<ol style="list-style-type: none"> 1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. We will maintain an activities calendar within on Client Portal. The schedule will be updated to maintain a current awareness of our plans for delivery. 3. The schedule for public utility locates is not controlled by Terracon. Although most statewide one-call systems are required to locate/mark public utilities within 2 business days after receipt of a locate request, it has been our experience that up to 7 business days may be required to complete these locates. 	

Proposal for Geotechnical Engineering Services
 Moberly Certified Site | Moberly, Missouri
 July 13, 2023 | Terracon Proposal No. P09235056



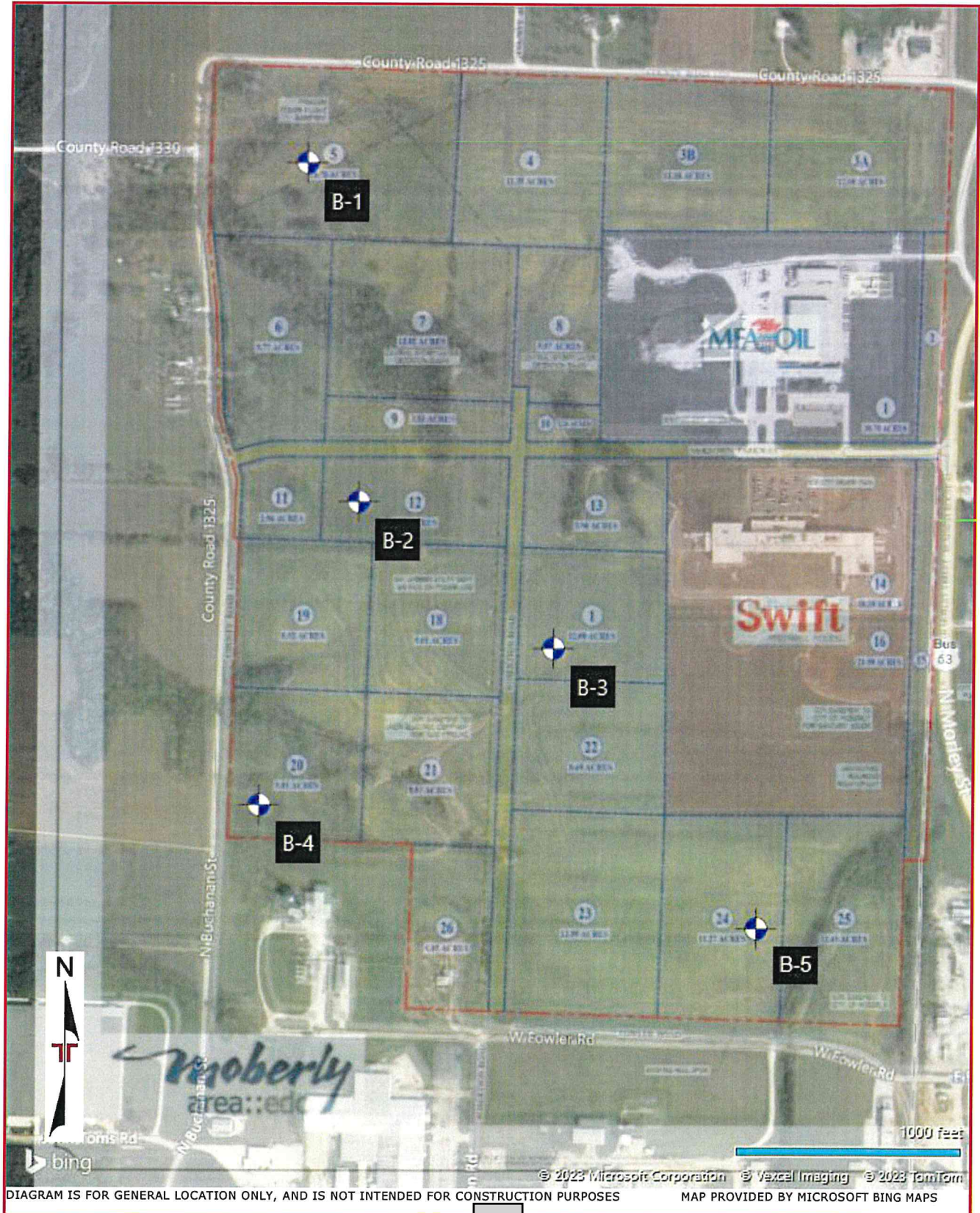
Exhibit D – Site Location



Proposal for Geotechnical Engineering Services
 Moberly Certified Site | Moberly, Missouri
 July 13, 2023 | Terracon Proposal No. P09235056



Exhibit E – Anticipated Exploration Plan





11600 Lilburn Park Rd
 St. Louis, MO 63146
P 314 692 8811
F 314 692 8810
Terracon.com

August 24, 2023

Moberly Area Economic Development Corporation
 115 N Williams
 PO Box 549
 Moberly, MO 65270-0549

Attn: Mr. Randy Asbury, President
 P: (660) 263 8811
 E: rasbury@moberly-edc.com

RE: Proposal for a Phase I Environmental Site Assessment
 Moberly Industrial Park Certified Site
 Robertson Road
 Moberly, MO
 Terracon Proposal No. P02237216

Dear Mr. Asbury:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Moberly Area Economic Development Corporation (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced subject property (hereinafter known as the "site"). We understand the site is approximately 150 acres of primarily vacant farmland as outlined in black on the attached client-provided site location map.

Scope of Services

(see Section 2.0 of attached proposal detail)

Phase I ESA consistent with ASTM E1527-21

- Chain of Title back to 1940 and/or Environmental Lien/AUL Search between 1980 and present is not included in this fee.
- Additional non-scope items: Missouri Certified Sites Program Sections 3.1, 3.3, 3.4.1, 3.5.1, 3.5.2, 3.6.1, 3.9, and 3.10 (see attached document)

Schedule

(see Section 2.4 of attached proposal detail)

30-45 business days from written notice to proceed. Additionally, please be aware that government agencies to be contacted regarding the additional services (Section 2.2) legally have 30 days to respond to submitted inquiries.

Proposal for a Phase I Environmental Site Assessment
Moberly Industrial Park Certified Site | Moberly, MO
August 24, 2023 | Terracon Proposal No. P02237216



Compensation

Lump sum of \$5,500

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and ASTM E1527-21 User Questionnaire attached to this proposal to our St. Louis office. **Please provide site contact information with the signed agreement.** The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'ABH'.

Alissa Braun-Headrick
Group Manager

A handwritten signature in black ink, appearing to read 'Tracie Ragland'.

Tracie A. Ragland
Senior Scientist

Attachments: ASTM E1527-21 User Questionnaire
Detailed Scope of Services
Client-provided Site Location Map
Agreement for Services

ASTM E1527-21 User Questionnaire



Date Completed		
Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	Moberly Industrial Park Certified Site	
Site Address	Robertson Road, Moberly, MO	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)	
Confidentiality Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
<p>To qualify for one of the <i>Landowner Liability Protections (LLPs)</i> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "<i>Brownfields Amendments</i>"), the user must respond to the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The <i>user</i> should provide the following information to the <i>environmental professional</i>. Failure to conduct these inquiries could result in a determination that "<i>all appropriate inquiries</i>" is not complete.</p>		
<p>1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.25)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.26)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
<p>4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable (If yes or Not applicable, explain below)</p>		
<p>5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken place at the site? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
<p>6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of releases at the site (40 CFR 312.31)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
Comments or explanations:		

Please return this form with the signed authorization to proceed.

Proposal No. P02237216



DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is approximately 150 acres of primarily vacant farmland as outlined in black on the attached client-provided site location map. The anticipated future use of the site is industrial and the purpose of the ESA is to assist the client with obtaining certification through the Missouri Certified Sites Program. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-21 as "(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." A *de minimis* condition is not a recognized environmental condition.

Emerging Contaminants: Per- and Polyfluoroalkyl Substances (PFAS)

There are emerging contaminants that are not identified as a CERCLA hazardous substance by U.S. EPA and therefore not included within the scope of E1527-21. One of these is a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are a significant contaminant of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including fire-fighting foam, anti-



stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. Consequently, while not considered a federal hazardous substance, the U.S. EPA has developed a hazardous awareness level for selected PFAS. Also, certain states have identified selected PFAS as state-level hazardous substances (or equivalent) and have established regulatory limits. It is permissible under E1527-21 to include an assessment of these substances as a non-Scope consideration, in the same manner as any other non-Scope consideration. If and when such emerging contaminants are defined to be hazardous substances under CERCLA, such substances will be evaluated within the scope of E1527-21. Accordingly, it is recommended the Client evaluate whether to include the assessment of PFAS as a Non-Scope consideration for this Phase I ESA.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- | | |
|--|--|
| ■ Property tax file information | geotechnical reports, if provided by the client. |
| ■ Building department records | ■ Site title search information, if provided by client |
| ■ Zoning records | ■ Environmental liens, if provided by client |
| ■ Prior environmental reports, permits and registrations; or | |



Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E1527-21, title search information reports shall review *land title records* for documents recorded **between 1980 and the present** for purposes of environmental liens and activity and use limitations. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.



The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying RECs

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

2.2 Additional Services Beyond Base ESA

At the direction of the client, the following additional services are provided to assist in the Missouri Certified Sites Program. Terracon will provide the following documentation below concerning the additional services (the subsection numbering below refers to the subsections from the Missouri Certified Sites Program document dated January 2022):



3.3 Regional Air Quality

Terracon will complete a desktop review and provide documentation of the state's ozone and PM2.5 nonattainment area through the EPA Air Quality Implementation Plans Nonattainment and Maintenance Area Population Tool (<https://epa.maps.arcgis.com/apps/MapSeries/index.html?appid=7935a00e2554440a8daf6cc035b9455e>). In addition prevailing wind direction will be determined through access of the airnow.gov website.

Section 3.4.1 Wetland Records Review

The U.S. Army Corps of Engineers (USACE) regulates jurisdictional wetlands and other waters of the U.S. under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. The limited desktop review will identify areas mapped by the sources below as potentially exhibiting wetlands and/or other waterbodies that may be subject to regulation under the USACE. A Terracon scientist will review the following sources and identify areas mapped to indicate potential wetlands and waters:

- USGS Topographic Map
- U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI)

Terracon will provide a brief section in the ESA summarizing the mapped data with exhibits documenting the mapped data from the NWI and USGS topographic map.

The streams and waterbodies on the USGS topographic map are understood to be approximate and not frequently updated. The NWI data was published by the U.S. Department of the Interior's USFWS and depicts suspect wetland areas and other waterbodies based on stereoscopic analysis of high-altitude aerial photographs. It is Terracon's understanding that the published data is not regularly updated and has not been validated in the field. Presence of mapped NWI features is not always indicative of the presence of jurisdictional waterbodies, and the USFWS maintains that there is no attempt made by the NWI program to define the limits of proprietary jurisdiction of any Federal, State, or local government, or to establish the geographical scope of the regulatory government agencies. The limited wetlands review does not provide a definitive assessment of aquatic resources within the project area with the potential to be regulated under Federal, State, and /or local law and does not include an opinion as to whether features present on the site would be considered jurisdictional by the USACE. **This limited desktop review is not a substitute for an actual field delineation in accordance with the USACE, state, and local guidance (as applicable); therefore, it is not suitable for consultation with the USACE, state, or local entities.**



3.5.1 and 3.5.2 Flood Plain Boundaries

Terracon will submit a Freedom of Information request with the City of Moberly inquiring if the city is a "member of good standing of the National Flood Insurance Program (NFIP). In addition, a map will be obtained from the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) with site boundaries outlined.

Section 3.6.1 Threatened/Endangered Species Review

A Terracon scientist will conduct a review for federally listed threatened and endangered (T&E) species and submit consultation to the USFWS and Missouri Department of Conservation (MDC).

Terracon will provide a brief section in the ESA summarizing the federally listed species with potential to occur within the county or parish, and a copy of the responses from USFWS/MDC regarding the potential presence of T/E species within the boundaries of the site.

This level of data review does not include a site visit by a biologist and does not include a habitat suitability analysis. Absence of documented sightings and/or designated critical habitat on-site, or in the immediate vicinity, does not ensure that T&E species are not present. A lack of documented sightings may indicate that the area has not been surveyed or did not previously contain suitable habitat. This review does not specifically address issues pertaining to the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. **This limited desktop review is not a substitute for a habitat suitability assessment by a field biologist or a presence/absence survey for a specific species.**

3.7 Historic Properties/Archaeological Resources Review

A Terracon scientist will conduct a review for publicly known historic sites, including a consultation submittal to the State Historic Preservation Officer (SHPO). The review will include information from the following sources.

- National Register of Historic Places (NRHP)

Terracon will provide a brief section in the ESA summarizing the mapped cultural resource features and response from the SHPO.

This level of data review does not include a review of restricted access records or a site visit by a cultural resource professional (e.g., archeologist or architectural historian). Absence of documented cultural/historic sites does not ensure cultural resources are not present. A lack of documented cultural/historic resources may indicate that the area has not been surveyed or such resources were not previously encountered. A lack of documented cultural/historic resources may indicate data pertaining to presence of such resources is located non-publicly accessible/restricted access records. **This limited**



desktop review is not a substitute for a review of restricted access records by a cultural resource professional meeting Secretary of the Interior standards.

3.9 Seismic Activity

Terracon will review information provided by the FEMA Earthquake Hazard Map which utilizes a modified Mercalli intensity scale.

3.10 Tornado Activity

Terracon will complete a desktop review of the area's tornado activity for the past 10 years utilizing the NOAA National Centers for Environmental Information Storm Events Database(<https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=29%2CMISSOURI>)

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-21, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- | | |
|--|--|
| ■ Visual Observations for Suspect Asbestos | ■ Limited Lead-Based Paint Sampling |
| ■ Limited Asbestos Sampling | ■ Lead in Drinking Water Records Review |
| ■ Asbestos Survey (prior to renovation/demolition) | ■ Limited Lead in Drinking Water Sampling |
| ■ Visual Observations for Microbial Growth | ■ ASTM E 2600-22 Vapor Encroachment Screen |
| ■ Radon Records Review | ■ Regulatory Agency File Review |
| ■ Short-Term Radon Testing | ■ Review of Per- and Polyfluoroalkyl Substances (PFAS) |
| ■ Visual Observations for Suspect Lead-Based Paint | |

If the site is intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.



2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 30-45 business days after receipt of your written notice to proceed, assuming site access can be obtained within five days after the notice to proceed. **Additionally, please be aware that government agencies to be contacted regarding the additional services (Section 2.2) legally have 30 days to respond to submitted inquiries.**

To comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-21 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records **between 1980 and present.**



Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of Moberly Area Economic Development Corporation and the Missouri Department of Economic Development. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$450 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-21 Section 4.6. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-21.

2.6 Scope and Report Limitations

Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. Client



acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations (unless specifically requested in Section 2.2 of this proposal), or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

Missouri
Department of Economic Development



MISSOURI
CERTIFIED SITES PROGRAM

(Revised Program Requirements Effective 1/2022)

CERTIFIED SITES PROGRAM OVERVIEW

Introduction

The purpose of the Missouri Certified Sites program is to define benchmarks consistent with national economic development industry standards regarding the availability and development potential of commercial or industrial development sites. The criteria were established based on both the requirements of industry and the availability of data documentation. Site pre-qualification through the certified sites process provides a standardized tool by which both development professionals and business prospects can review prospective sites for compatibility with their development needs. The Certification of a site is performed through a comprehensive review of many of the issues facing businesses and corporations as they search for areas to relocate or expand. These include the availability of utilities, site access, environmental concerns, land use conformance, and potential site development costs. Having a site “certified” reduces the risk associated with development of particular sites by providing up front and consistent information.

The activities undertaken during the pre-qualification process include those typically associated with a due diligence process. It is the responsibility of the buyer to review all obtainable and applicable information concerning a potential property acquisition and to determine if the risks associated with a particular parcel preclude its intended use. To this end, the pre-qualification process works to assemble current and accurate information into a single, useable package and format it such that potential buyers can have this information readily available for review immediately upon showing interest in a site. Since this information has been reviewed by the Technical Review Committee for completeness, the potential buyer will achieve an increased level of detailed information to aid their decision-making.

No form of Certification or review can completely eliminate the risks inherent to real estate development. The site Certification process directs the gathering and assembly of data into a consistent and useable format. **The review by the Technical Review Committee is only for completeness and standards conformance listed and in no way certifies the accuracy of the included data.**

What is a Certified Site?

A Missouri Certified Site is a land site that:

- which a local government or locally recognized economic development organization or private/property developer has completed a compilation of required data specific to the Site, submitted such data to the Program Sponsors, and has certified the accuracy of such data;
- which parcel(s) total 25 contiguous acres or more in size, are controlled by one entity;
- is primarily to be marketed by the community and/or local economic development organization for business recruitment or business expansion;
- is not intended for retail;

- contains at a minimum 6" water main, sanitary system, planned storm sewer commitment, and 3-phase electric infrastructure available to the property line of the Site;
- has been cleared of dense forestation and underbrush, any buildings, has no bodies of water, and is reasonably flat to the extent adequate developable space is available without excessive cut and fill effort;
- is listed on Missouri Location One (LOIS) with complete and current community information or electronic application materials attached to the site page on LOIS; and
- has achieved recognition and Certification from the Program Sponsors.

Who is Eligible to Apply ("Applicants")?

- Local city government within which the property boundaries lie;
- Local county government within which the property boundaries lie; and
- Locally or regionally recognized formally organized economic development organization.
- Private sector developers

Who are the Program Sponsors/Sponsoring Organizations?

The Program is a cooperative effort of Ameren Missouri, EVERGY, Missouri's Electric Cooperatives, Missouri Partnership, Spire, Union Pacific, the Missouri Department of Economic Development, the Missouri Department of Natural Resources, Missouri Economic Development Council and individual economic developers who may serve periodically on the Technical Review Committee.

What is the Program Objective?

1. To establish a statewide inventory of Certified Sites.
2. To improve Missouri's competitive edge by giving more certainty for businesses in locating and developing projects quickly.
3. To standardize and recognize one set of site-specific data that is most-demanded by site selectors and developers.
4. To encourage local economic development organizations to control, invest and comprehensively analyze sites prior to client visitation.
5. To demonstrate to a client that economic development organizations and/or government agencies are committed to promoting and expediting economic development projects.

What is the Technical Review Board?

A review board of up to 10 economic development professionals, including utility and certified community/economic development practitioners will provide support and be responsible for review and approval of all Missouri Certified Sites program applications.

What does Certification Mean and What does it Offer?

The Technical Review Committee will review the information provided by the applicant for **completeness** (the extent to which the materials provided satisfy the list of required data elements beginning on page 9 of this application) and **standards conformance** (the extent to which the materials provided satisfy the level of detail and relevance in a manner that would assist a site consultant or developer in their decision-making). The Certification does not attest to the accuracy of the information. The Certification of accuracy is provided by signature of the applicant and is accepted by the Technical Review Committee as true.

The Certification is valid for a three-year period. Each Certified Site will be provided a logo that will indicate its achievement on the LOIS website. The logo will be restricted to use by Missouri Certified Sites and may be used by the community to actively market the site.

What are the Costs of Certification?

The city, county, sponsoring economic development organization or any other local entity, public or private, is responsible for all costs to assemble information, data or any professional services required to be performed to complete the application. Professional service providers may include, but may not be limited to attorneys, real estate professionals, environmental specialists, engineers, and/or, laboratory analysts, and state agency fees related to issuing letters related to the environmental condition of the site. There is no application fee to the Department of Economic Development (DED).

What is the Application Process?

The application process contains two steps. The first step is to submit a Notice of Intent (Attachment A.) The Notice of Intent (NOI) provides preliminary information regarding your agency and the site you propose to certify. It also provides proposed dates for full application submission. Full application submission is required to be postmarked no later than 30 days prior to the review date. The purpose of the Notice of Intent is to establish a calendar of Review Dates for specific applicants. Applicants will be provided their Review Date along with a request to be accessible by phone to provide input, clarification and information upon request.

Quarterly Review Schedule (approximate):

- March
- June
- September
- December

When a Notice of Intent is received, a response letter will be provided that assigns a point of contact and, based upon the proposed receipt of the full application, provides an approximate Review Date for Certification.

Note: The Technical Review Committee encourages all applicants to complete the Certification process within one year. Guidelines are reviewed annually in December. The applicant will be subject to the guidelines in the year the NOI was received, up to one year.

STEP ONE

1. Complete and sign the Certified Site Notice of Intent (Attachment A).
2. Submit the completed Certified Sites Notice of Intent electronically to reddevelopment@ded.mo.gov.

STEP TWO

1. Complete a signed Certified Site Application Form (Attachment B)
2. Complete the items listed in the Program Requirements Checklist/Comprehensive Resource Guide.
3. Upload all documents via FTP (instructions below):

Upload Program Application(s) and Documents

The FTP is a file system that allows you to send large documents that are too big to go through email. Sending documents through FTP can also help you save space in your inbox!

To upload a file, please click the following link and enter the username and password provided below:

Username: ded.redevelopment
Password: BCSformupload2020

Need help? [Click here](#)

A notification email confirming receipt will be sent to the email address listed in the application within 3 business days.

*** NOTE: DO NOT SEND ANY ORIGINAL ATTACHMENTS TO DED.** The applicant should keep all original attachments as part of the local record.

4. If at any time during the review the Technical Review Committee needs additional information the assigned technical review member will contact the Applicant and request the information. To the extent possible, additional information requests should not interfere or change the Review Date for Certification. If there is a change in the Review Date, the Applicant will be notified.
5. If the application gains an approval, a Certification letter will be sent to the Applicant informing of this action. In addition, the following will apply:

- a. All certified site documentation will remain on file electronically at the Missouri Department of Economic Development.
- b. The site will be denoted as a Missouri Certified Site in LOIS; highlighted on the Missouri Department of Economic Development's web site; and recognized at an economic development conference.
- c. The site will be provided access to a brand/logo designating it as a Missouri Certified Site and for use exclusively by such sites. It is expected that the community market the site effectively beyond solely the use of LOIS. The logo may be used in all other marketing efforts.

Applications will be rejected if the application does not meet the completeness and standardization goals.

Attachment A
Missouri Certified Sites
 NOTICE OF INTENT to APPLY FOR CERTIFICATION

Site Community: _____

Applicant/Organization: _____

Site Name (if applicable): _____

Acres to be Certified: _____ Total Acres at Site: _____

Contact: _____

Phone: () _____

Email Address: _____

Proposed Full Application Submission Date (month/year): _____

Property Information: (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Public Ownership | <input type="checkbox"/> Private Ownership |
| <input type="checkbox"/> Greenfield (new development) | <input type="checkbox"/> Redevelopment |

Previous Use: _____

NOI Required Documents:

- ☐ **Site map**
- ☐ **Marketing/LOIS brochure**
- ☐ **Current aerial photo with site boundary clearly identified**

Applicant understands certain features within the boundaries of a Missouri Certified Site may themselves be restricted from Certification. Such areas include but are not limited to heavily forested areas, steep ravines, delineated wetlands, flood plains, lakes and pre-existing developments.

I hereby certify that the information contained herein is true and accurate to the best of my knowledge; the proposed site is 25 contiguous acres or more; there exists water, sewer, and electric infrastructure to the property line of the site; the Certification process has support from the city and local economic development community; the site is listed on LOIS with updated community information; there are local resources and capacity available to dedicate to the completion of the Certification process by the target date, and we have read and understand the process of Certification.

1/31/2022

Signature of Applicant: _____

Email to: redevelopment@ded.mo.gov

Attachment B
Missouri Certified Sites
APPLICATION SUBMISSION FORM

Note: This form must accompany the application.

Site Community: _____

Date: _____

Applicant/Organization: _____

Site Name (if applicable): _____

Acres to be Certified: _____ Total Acres at Site: _____

Contact: _____

Phone: () _____

Email Address: _____

I have read the information contained in this application, including the ASTM Standard Phase I ESA and the ASTM Standard Soils Investigation Report and I acknowledge all information contained in these application materials constitute an Open Record upon receipt at the Missouri Department of Economic Development.

Signature of Applicant:

Upload via FTP (instructions below):

[Upload Program Application\(s\) and Documents](#)

The FTP is a file system that allows you to send large documents that are too big to go through email. Sending documents through FTP can also help you save space in your inbox!

To upload a file, please click the following link and enter the username and password provided below:

Username: ded.redevelopment
Password: BCSformupload2020

Need help? [Click here](#)

A notification email confirming receipt will be sent to the email address listed in the application within 3 business days.

MISSOURI CERTIFIED SITES

Instructions

- ✓ All parts must be complete for consideration.
- ✓ Please include all documentation **on separate attachments, labeled to correspond with the MCS Reference Number system as indicated on the following pages.**
- ✓ Please note that professional service providers may be needed in order to complete the level of documentation required.
- ✓ The costs of all professional services or costs of compilation of materials for the application are the responsibility of the applicant.
- ✓ Financial assistance may be available for parts of the application from various state and federal sources.
- ✓ There are **5 Sections** of information to be compiled and presented as part of the Certification process. The Sections are:
 - Ownership Information Section
 - Property Information Section
 - Environmental and Cultural Information Section
 - Access Information Section
 - Community Information Section
- ✓ All information submitted must be:
 - **Organized by Section** with Program Requirements and responses outlined on leading pages, followed by any necessary exhibits pertaining to the Section.
 - Identified by each of the Program Requirements and exhibits by the MCS reference number.
 - Labeled by section and MCS reference number as denoted in this manual and on the Comprehensive Resources Guide template.

*** DED is available to provide technical assistance to applicants.

Missouri Certified Sites Program Requirements Checklist

1. Ownership Information Section

- 1.1** Provide the name, address and phone number of the legal property owner of record. Include an aerial showing the site in relation to the application community.
- 1.2** Include a letter from the property owner stating fixed sale price;
- 1.3** Provide evidence of clear title to the property through Certificate of Title prepared by a title company, licensed abstractor, or attorney; or
 - 1.3.1** A copy of the title insurance or a Title Opinion signed by a licensed attorney can also show evidence of Clear Title;
- 1.4** Provide documentation of all easements, liens, rental contracts, or other physical or legal encumbrances associated with the property; and
- 1.5** Indicate if plans are underway to annex the site into an existing incorporated city if presently located within a county jurisdiction.

2 Property Information Section - Please note certain features within the boundaries of a potential Missouri Certified Site may be restricted from the Certification. These areas include, but are not limited to heavily forested areas, steep ravines, delineated wetlands, floodplains, lakes and pre-existing developments:

2.1 Provide the following about the parcel to be listed:

- 2.1.1** Location information including:
 - Name of site, if applicable;
 - Address of site (street number if it exists or best available information);
 - Section;
 - Township;
 - Range;
 - Plat map
- 2.1.2** Parcel size in acres as recorded by local assessor; and
- 2.1.3** Provide site specific aerial photo on which the site boundaries have been drawn. A clear satellite photo from GIS or other common sources may be substituted. (Image should cover a half mile radius around the property).
 - Must include date of capture; and
 - Sufficient detail to show large existing surface features such as homes, outbuildings, tree and brush lines, etc.
 - Photo should provide directional orientation.
- 2.1.4** Provide the most current U.S. Geological Survey topographical quad map(s) showing the Site and surrounding areas. Quad maps are available at <https://ngmdb.usgs.gov/topoview/viewer/#4/39.98/-100.06>. On this map, draw the boundaries of the Site and if applicable, indicate with subordinate boundary lines, that portion of the full Site for which Certification is sought. PLEASE MAKE ALL SITE MAPS AND RELATED BOUNDARY INFORMATION THROUGHOUT THE APPLICATION CONSISTENT WITH THE BOUNDARIES SHOWN ON THIS MAP.
- 2.1.5** Include record of the current taxes paid, current tax rate(s) and parcel identification number(s). Include a list of the various taxing districts pertinent to the Site and indicate the total utility sales tax that would be assessed to consumers located on the Site.

2.2 Provide the following about the sale or lease of the property:

- 2.2.1** Price (or rent) per square foot or acre;
- 2.2.2** Total asking price (or annual rent and term of lease) for the parcel being listed;

- 2.2.3 Copy of realtor listing and name of licensed broker with listing or leasing agreement if listed with a realtor or real estate broker;
- 2.2.4 Copy of an option to purchase the property, listing agreement, or leasing agreement; and
- 2.2.5 Documentation of right of first refusal.
- 2.2.6 Any additional information regarding easements, covenants, leases or licenses necessary to develop or use the site.

2.3. Provide the following about the property's zoning designation:

- 2.3.1 Provide the name of the zoning district;
- 2.3.2 Provide a copy of the zoning regulations (and CC&Rs, CUPs, or PUDs) detailing development requirements for the parcel; or
 - 2.3.2.1 If there is no zoning district, provide a copy of any applicable development requirements. This may include: Conditions, Covenants and Restrictions (CC&Rs), Conditional Use Permit (CUP), Planned Unit Development (PUD), etc. (The parcel must be appropriately zoned to successfully complete the requirements).
- 2.3.3 Define any overlay Special Taxing District and provide a copy of any such district's regulations or requirements, if applicable. Special districts may include Soil, Community College, Fire, Ambulance, Drainage, Sheltered Workshop, etc.

3 Environmental and Cultural Information Section

The goal of the Environmental and Cultural Information section for the Missouri Certified Sites program is to achieve a level of knowledge regarding the site that will be helpful in the marketing of that site for future development.

3.1 Phase 1 Environmental Assessment (ASTM)

- 3.1.1 Provide name and contact information of entity conducting Phase I Environmental Assessment;
- 3.1.2 Provide a copy of the Phase I Environmental Assessment Report developed by a qualified professional in the environmental field. The report shall have been completed within the last two years prior to submission of the full application materials and must be in conformance with the most current EPA-approved ASTM Standard version.
- 3.1.3 If the Phase I Environmental Assessment (ESA) indicates the presence of a **Recognized Environmental Condition (REC)** on the subject site, submit the Phase I ESA to DED who will evaluate the need for a Phase II.

3.2 Phase II Environmental Assessment (ASTM)

- 3.2.1 If the Phase I ESA indicated the presence of RECs on the site, provide the name and contact information of the entity conducting the Phase II Environmental Assessment;
- 3.2.2 Provide a copy of the Phase II Environmental Assessment Report developed by a qualified professional in the environmental field. The Phase II ESA shall indicate, at minimum, the following:
 - 3.2.2.1 The results of investigation of the identified contaminants and recommendation for further assessment.
 - 3.2.2.2 A detailed remediation plan for monitoring, removal or mitigation of contaminants, as necessary. The remediation plan shall conform to state requirements.

**If environmental issues are present following the Phase II, DED may require a remediation plan prior to authorizing certification. The Missouri Department of Natural Resources can provide oversight and review on cleanup by enrolling in the Voluntary Cleanup Program (missouribrownfields.com).*

3.3 Regional Air Quality

- 3.3.1 Provide a copy of the Missouri section of the U.S. Environmental Protection Agency's "Currently Designated Nonattainment Areas for All Criteria Pollutants." State whether the site is in an ozone and PM2.5 nonattainment area.
- 3.3.2 Document prevailing wind direction associated with property.

3.4 Wetland or Waters of the U.S. Boundaries (if applicable)

- 3.4.1 Provide a copy of the U.S. Fish & Wildlife Service National Wetland Inventory map showing the limits of any wetlands or other environmentally sensitive areas on the parcel. Accurately inscribe the boundary of the Site for which certification is sought onto the map.
- 3.4.2 If a wetland or other environmentally sensitive area is indicated by the National Wetland Inventory Map, indicate in writing how the area will be incorporated into development of the Site; and,
- 3.4.3 Provide documentation that the U.S. Corps of Engineers and applicable agencies have reviewed the indication a wetland may be present on the site.

3.5 Flood Plain Boundaries (if applicable)

- 3.5.1 Provide documentation that the city is a member in good standing of the National Flood Insurance Program (NFIP), if applicable; and
- 3.5.2 Provide a copy of an updated Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the parcel and surrounding areas.
- 3.5.3 Provide a copy of the Flood Plain Development Ordinance for the municipality in which the Site is located.

3.6 Threatened or Endangered Species Review

- 3.6.1 Provide a copy of documentation submitted to the U.S. Fish & Wildlife Service/Missouri Department of Conservation and a copy of the response identifying both the presence and species of state and federal threatened and endangered species within the boundary of the parcel, or absence thereof.
- 3.6.2 If threatened and endangered species are identified by governing agencies, species identification and delineation need to be completed by a qualified biologist and reviewed by the appropriate authority to determine any development restrictions or mitigation measures. Please provide documentation, if applicable.

3.7 Archeological and Cultural Resources

- 3.7.1 Provide a copy of documentation submitted to the Missouri Department of Natural Resources State Historic Preservation Office (SHPO) and a copy of SHPO's response regarding the likelihood of significant archeological or historic resources at or on the Site.

3.8 Soil Conditions

- 3.8.1 Provide a copy of an ASTM Standard soils investigation report performed on the Site by a qualified Missouri geo-technical or engineer based on preliminary site and grading plans. The minimum number of soil bores required on the subject site shall be:

<u>Site Acres</u>	<u>Min. # Bores</u>	<u>Site Acres</u>	<u>Min. # Bores</u>
25 – 50	3	401 – 550	7
51 – 100	4	551 – 700	8
101 – 250	5	701 – 850	9
251 – 400	6	851 – 1000	10

For sites of 1001 acres and more, contact the Department of Economic Development. Soil bores should be a minimum of 25 feet deep or to competent auger refusal of bedrock.

3.9 Seismic Activity

- 3.9.1 Provide intensity rating based on Mercalli Scale as measured by the State Emergency Management Agency.

3.10 Tornado Activity

- 3.10.1 Provide a map showing areas of tornado activity within the past 10 years. A website for reference may be found at
<https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=29%2CMISSOURI>.

3.11 Karst Topographical Conditions

- 3.11.1 If the Site is located in or near an area of prominent karst topography or underground mining activity, provide information regarding the presence of caves, sinks or other such features also including known abandoned underground mine shafts within or in close proximity the Site boundaries.

4 Access Information Section

4.1 Site Access

- 4.1.1 Provide a summary that includes the following:
- Width of roadway(s) and indicate cross roads either by listing or as shown on a map of the area;
 - Type (i.e. interstate, 4-lane highway with at-grade crossings, 'Super Two-Lane' highway, etc.);
 - Construction Type (asphalt, gravel, concrete, etc.);
 - Is access controlled by stoplight or other means;
 - Condition of perimeter streets or roads & availability of access to the site from each of these streets;
 - Scheduled improvements.
- 4.1.2 Provide the name and contact information of agencies responsible for the review and permitting of access to the site.

4.2 Rail Access

- 4.2.1 If a Class 1 railroad or short line railroad serves the site, provide a letter from them detailing their services and capacities at the site (trans-loading, switching, offloading, warehousing, etc.).
- 4.2.2 If rail opportunities are accessible to your community's site, please:
- Provide a map detailing how rail can be brought into the site; and
 - An estimate of what the cost may be (When estimating rail spur extensions, please use one-quarter mile as a standard length of a rail spur).

4.3 Airport Access

- 4.3.1 Name of and distance to nearest airport with scheduled commercial (passenger) airline service.

4.4 River Port Access (not required for Certification)

- 4.4.1 Does the site have direct access to a nearby river port facility? If so, provide the name of the facility, the river on which it is located, the mile marker of the port's location, the name and contact information of the port operating company or authority and the name and contact information for its chief officer.

4.5 Parcel Boundary Survey

- 4.5.1 Provide a sealed copy of a *Missouri Minimum Standard Property Boundary Survey* performed by a registered Missouri land surveyor or engineer specifying the site boundary for Certification.
- 4.5.2 Provide the name and contact information for the land surveyor conducting the boundary survey.

4.6 Fire Insurance Rating

- 4.6.1 On official Fire Department or District letterhead, provide the name and contact information for the local fire department or district;
- 4.6.2 Provide the Fire Insurance Rating (ISO) for the site and any changes in the past two years; and
- 4.6.3 Provide the distance measured from the Site to the nearest fire station.

4.7 Utilities

- 4.7.1 **Electric Service;** please provide the following on the electric utility's letterhead:
 - Provider name and contact information;
 - A map of the line(s) size at site and capacity in Kilovolts (kV).
- 4.7.2 **Natural Gas;** please provide the following on the gas service utility's letterhead:
 - Provider name and contact information;
 - Operating Pressure (PSI) and line(s) size at site
- 4.7.3 **Water;** please provide the following on the water district's letterhead:
 - Provider name and contact information;
 - Capacity of water system (gallons per day);
 - Amount of excess capacity (gallons per day);
 - Submit copy of the latest water quality report (Consumer Confidence Report) for the water utility serving the site.
- 4.7.4 **Telecoms;** please provide the following:
 - Possible providers;
 - Existence of fiber optic lines to the site.
 - Is there a commitment for Broadband service to the community from the local provider?
- 4.7.5 **Solid Waste;** please provide the following:
 - Collection provider name and contact information;
 - Name of landfill servicing community and distance from site;
- 4.7.6 **Sanitary Sewer;** please provide the following on the district or utility's letterhead:
 - Provider name and contact information;
 - Capacity of sewer system (gallons per day);
 - Excess capacity of sewer system (gallons per day);
 - A map of the size of line and if it's gravity or forced main;
 - Copy of the most current wastewater quality or compliance report for the wastewater utility serving the site.
- 4.7.7 **Storm Sewer;** please provide the following on the district, utility or site owner's letterhead:
 - Provider name and contact information;
 - A map of the size of line at the site.

5 Community Information Section

5.1 Post Office (U.S. Postal Service)

- 5.1.1 Provide the address of the nearest U.S. Postal Service facility.

5.2 Freight Service

- 5.2.1 Provide name and relevant information regarding all freight services from the site including national carriers and package delivery services such as UPS and FedEx.

5.3 Emergency Medical Response

- 5.3.1 Provide the name of the entity(s) that would provide: emergency medical services, nearest hospital (include size and services provided), and nearest Level 1 Trauma Center (include location and distance from the site).
- 5.3.2 Provide the name of the public or private ambulance/EMS Responder.
- 5.3.3 Provide information regarding available air ambulance providers and the name of the hospital to which air ambulance most usually delivers patients and its distance from the site.
- 5.3.4 Provide information regarding the available 911 communications serving the site.

5.4 Planning Agency

- 5.4.1 Provide documentation that the site and proposed development is consistent with the most recent city or county comprehensive plan and provide a copy of the Comprehensive Plan, if applicable.

5.5 Building Department

- 5.5.1 Provide the name and contact information for the building department or agency responsible for plan approval and permitting for construction purposes, if applicable.
- 5.5.2 Provide a copy of the building permit form issued by the municipality in which the Site is located. Provide an example of typical associated permitting fees or a fee schedule, if available.

5.6 Police Protection

- 5.6.1 On the appropriate police or sheriff's department letterhead, provide distance in miles to the nearest police/sheriff's office or station to the Site;
- 5.6.2 A statement regarding the capacity of the police force; officers per capita; officers per square mile; etc.

5.7 Local Support

- 5.7.1 Provide a letter of support from the chief elected official of the governmental jurisdiction in which the site is located at the time of application submission supporting the marketing and development of the property.

5.8 LOIS

- 5.8.1 Provide evidence in the form of a copy of the site's listing on LOIS showing that the **Community Information Section** has been updated with the most recent information and that the **Site Information Section**, including a photo of the site is also complete and updated with the most recent information.

5.9 Miscellaneous

- 5.9.1 Provide other optional data that would offer potential investors with a complete background of the parcel. These include research on the availability of Tax Increment Financing or Tax Abatement Programs, Missouri Enhanced Enterprise Zone and other information pertinent to the sale and development of the property.

5.10 Site Marketing Plan

- 5.10.1 Provide a copy of the Site Marketing Plan for the property for which Certification is being sought.
- 5.10.2 The Site Marketing Plan must contain at a minimum:
- 5.10.3 Indicate which industry types or tenants are targeted for the Site location.
- 5.10.4 Indicate what tools are being used to market the Site in addition to LOIS.
- 5.10.5 Indicate the name of any other organization, public or private, which may be assisting your organization's site marketing.
- 5.10.6 Indicate the name of the private consultant, commercial realty company or developer which has responsibilities for representation of and/or marketing for the Site for which Certification is being sought.

XXXXX

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Moberly Area Economic Development Corporation ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Moberly Industrial Park Certified Site project ("Project"), as described in Consultant's Proposal dated 08/24/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **Moberly Area Economic Development Corporation**

By: Tracie Ragland Date: **8/24/2023**

By: _____ Date: _____

Name/Title: **Tracie A. Ragland / Senior Scientist**

Name/Title: **Randy Asbury / President**

Address: **15620 W 113th St
Lenexa, KS 66219-5102**

Address: **115 N Williams PO Box 549
Moberly, MO 65270-0549**

Phone: **(913) 492-7777** Fax: **(913) 492-7443**

Phone: **(660) 263-8811** Fax: _____

Email: **Tracie.Ragland@terracon.com**

Email: **rasbury@moberly-edc.com**

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Administration

Date: September 5, 2023

Agenda Item: Discussion Of A Mobile App For The City Of Moberly, Missouri.

Summary: Currently, the City only has a web-friendly web-site. After reviewing the challenges for users to navigate and obtain information, it was decided to review options for getting a City of Moberly application that can be found on Google and Apple application stores. This “app” will allow a more interactive process for citizens interacting with the City of Moberly. Staff met with several vendors and our current web-site provider regarding a mobile app for the City of Moberly. This app would allow citizens to get more information by smart phone. The proposals are attached along with a tabulation sheet. The service was included in the current budget.

Recommended Action: Please direct staff to bring to the next meeting for approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" 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___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Mobile APP

[illegible]

No one gave a minimum term.



Sales Quotation For:

City of Moberly
101 W Reed St
Moberly MO 65270-1551
Zoey Glasgow
(660) 269-7645 ext. 2045
zglasgow@cityofmoberly.com

Quoted By: Ron P
Quote Expiration: 12/
Quote Name: City of Moberly - M

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Tyler One			
My Civic Suite			
My Civic & Service Requests Pro	\$ 5,800	\$ 348	\$ 5,452
TOTAL:	\$ 5,800	\$ 348	\$ 5,452

Services

2023-411687-G6R0B7

Description	Hours/Units	Extended Price	Maintenance
My Civic Suite			
My Civic & Service Requests Pro	1	\$ 3,300	\$ 0
Project Management	1	\$ 250	\$ 0
TOTAL:		\$ 3,550	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 5,452
Total Tyler Services	\$ 3,550	
Summary Total	\$ 3,550	\$ 5,452

Optional Tyler Software

Description	License Total	Annual Maintenance
My Civic Suite		
My Civic Utility Access Interface	\$ 0	\$ 0
TOTAL:	\$ 0	\$ 0

Optional Tyler Annual Software – SaaS

2023-411687-G6R0B7

Description	List Price	Discount	Annual
Tyler One			
My Civic Suite			
My Civic Economic Development	\$ 4,500	270	\$ 4,230
Overnight Parking	\$ 1,900	114	\$ 1,786
Request Patrol	\$ 1,300	78	\$ 1,222
Surveillance Camera Registry	\$ 4,500	270	\$ 4,230
Work Management	\$ 10,725	643.5	\$ 10,082
ERP Pro powered by Incode			
Tyler One			
My Civic Waste & Recycling	\$ 7,500	450	\$ 7,050
	\$ 30,425	\$ 1,826	\$ 28,599
TOTAL:			
Term # of Years:	0		52

Optional Services

Description	Hours/Units	Extended Price	Maintenance
My Civic Suite			
My Civic Economic Development	12	\$ 1,740	\$ 0
Overnight Parking	4	\$ 580	\$ 0
Request Patrol	40	\$ 5,800	\$ 0

2023-411687-G6R0B7

Surveillance Camera Registry	4	\$ 580	\$ 0
My Civic Waste & Recycling	12	\$ 1,740	\$ 0
Professional Services	16	\$ 2,320	\$ 0
Service total - TOTAL:	\$ 0	\$ 12,760	\$ 12,760

- Work will be delivered remotely unless otherwise noted in this agreement.

Shirley Olney

From: Shirley Olney
Sent: Thursday, April 20, 2023 9:57 AM
To: Zoey Glasgow
Subject: FW: Moberly MO - CivicPlus Mobile

Tracking:	Recipient	Delivery
	Zoey Glasgow	Delivered: 4/20/2023 9:57 AM

FYI

Shirley Olney
 660-269-7662

From: Eric Petersen <eric.petersen@civicplus.com>
Sent: Thursday, March 30, 2023 11:03 AM
To: Shirley Olney <shirleyo@cityofmoberly.com>; Brian Crane <bcrane@cityofmoberly.com>; Brandon Lucas <blucas@cityofmoberly.com>; Greg Hodge <gregh@cityofmoberly.com>
Subject: Moberly MO - CivicPlus Mobile

Hi Shirley, Brian, Brandon and Greg,

Thank you for meeting with me today. Here is the product description and pricing. Below I will explain the details of your questions that relate to the overlap of the mobile app with your Mass Notification solution CivicReady.

Bundle of Base App, CivicEngage + 1 Solution

Annual

Proprietary CP Mobile app shell, API management **USD 2,856.**

A CivicEngage Central integration, which includes standard mobile relevant modules **USD 4,284.**

One-Time

Configure, build and deploy iOS/Android apps with customized assets **USD 6,000.**

Let me know if you have questions regarding specific features or functionality. If you would like to set up another demo of CivicPlus Mobile I would be happy to schedule that with you and your team.

[Future-Proofed Mobile Solution | CivicPlus Mobile](#)

Recap questions from our meeting this morning:

The Mass Notifications solution (CivicReady) has two separate mobile apps (not related to CivicPlus Mobile). For gov users to send alerts, they can download the CivicReady app ([iOS](#) or [Google Play](#)). For public resident users to receive alerts, the city can utilize the MyAlerts app ([iOS](#) or [Google Play](#)). With the integration hub, CivicReady alerts can be sent to CivicEngage Central News Flash and Alert Center, which in turn then integrate with CivicPlus Mobile.

App Store
[CivicReady](#)

CIVICPLUS

Powering and Empowering Government

Connect with us:

Book time with me - [Calendar Meeting](#)

Eric Petersen (he/him/his)
Enterprise Account Manager • **CivicPlus**
P : 785-565-5326 • M: 801-834-5791
civicplus.com

Best Regards,

Receive emergency, weather, and community notifications. (170 KB)

[myAlerts - Apps on Google Play](#)
play.google.com

<https://apps.apple.com/us/app/myalerts/id1102847004>

Simply add the locations that matter to you. For example, you could id...
advanced warning of severe weather and community notifications that impact you and your family. My Locations:
With the myAlerts app from AlertSense, you can receive life-saving emergency alerts from public safety agencies,

[myAlerts](#)

App Store

https://play.google.com/store/apps/details?id=com.civicplus.civicready&hl=en_US&gl=US

Crisis Management & Operational Collaboration Platform (26 KB)

[CivicReady - Apps on Google Play](#)

play.google.com

<https://apps.apple.com/us/app/civicready/id1556682564>

CivicReady is an emergency notification and critical event management system provided by CivicPlus. This
CivicReady mobile app empowers local government administrators to: * Expedite crisis response and incident
reporting to keep their teams up-to-date with critical information so that their consti...

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal

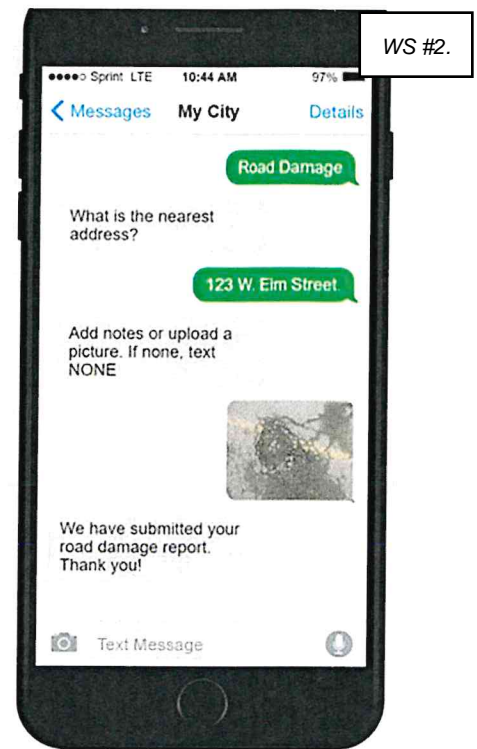
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, **97% of smartphone owners text regularly.**

The technology analysts at Compuware reported **that 80 to 90% of all downloaded apps are only used once and then eventually deleted** by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of two years. The agreement is set to automatically renew on the date of this agreement, after year two. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:

Moberly
101 West Reed Street, Moberly, MO 65270, USA
Shirley Olney (shirleyo@cityofmoberly.com)

Prepared by:

Collin Maki
Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 75,000 Text Messages per year 	\$6,000	Annual
Implementation/Setup Fee	\$3,000	One Time
Total (First Year):	\$9,000	First Year
Total (Ongoing):	\$6,000	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form. Must include FEIN #.)

Agreement Signature

Name: _____

Title: _____

Date: _____

Signature: _____

Widget Contact

Name: _____

Title: _____

Date: _____

Signature: _____

(This person is responsible for placing the Text My Gov Widget (see options-<https://support.textmygov.com/widget/>) on the agency's website within 60 days of the signature. The Text My Gov widget will remain on agencies website for the duration of the agreement. This agreement was discounted \$1000/annually so the agency understands that they are required to place and maintain the widget on the agencies website.)

Twilio Contact Authorization**Twilio Authorized Contacts**

Employee Name (1): _____

Email: _____

Business Title: _____

Job Position: _____

Phone Number: _____

Employee Name (2): _____

Email: _____

Business Title: _____

Job Position: _____

Phone Number: _____

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.

Shirley Olney

From: Anna-Lee McSpadden <annalee.mcspadden@apptegy.com>
Sent: Friday, April 14, 2023 11:39 AM
To: Shirley Olney
Subject: apptegy follow-up & websites

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Shirley!

I really enjoyed connecting with you and learning more about Moberly! I know you're busy, so I appreciate your time.

To recap: we can help you build your community's identity by sharing stories that reflect your culture and values with a mobile strategy. And most importantly - our Thrillshare platform can make your life easier since you can update all of your communication tools from one place.

I have linked a few cities we work with below, along with the pricing we discussed. I look forward to reconnecting on April 20th!

Current clients:

[Springdale, AR](#)

[Mustang, OK](#)

[Borger, TX](#)

[Lyndhurst, OH](#)

Pricing:

Annual - \$7,500

One-time development - \$9,500

Let me know if you have any questions!

Anna-Lee



Anna-Lee Pittman McSpadden
Sales Representative
501-590-5101



City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.
 Department: City Clerk
 Date: September 5, 2023

Agenda Item: Consideration Of An Appointment To The Moberly, Missouri, Public Building Corporation.

Summary: John Davis's three-year term (2020-2023) expires October 1, 2023. He has indicated that he would not like to continue to serve in this capacity for the term of 2023-2026. Jerry Jeffrey has been asked to serve on the Board and has agreed to serve, if appointed, for a three-year term (2023-2023).

Recommended Action: Please appoint Jerry Jeffrey for a three-year term to the Moberly, Missouri Public Building Corporation at the September 18, 2023, Council Meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Role Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

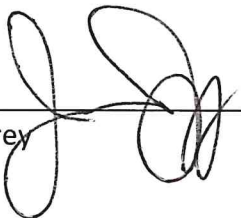
Passed Failed

Consideration for appointment to the Moberly, Missouri, Public Building Corporation.

To The Moberly City Council:

I wish to be considered for appointment to the Moberly, Missouri, Public Building Corporation Board for the term of 2023-2026.

Sincerely,



Jerry Jeffrey



Date

City of

Moberly!

Board/Commission Application Form

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

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

Name of Board or Commission: _____ Date: 8-23-23

Your Name: Jerri C. Jeffery Street Address: 500 Greenbriar

Phone number(s): (evening) _____ (day) 460-451-5108

Email: _____

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 25 yrs

Occupation: financial advisor Employer: WFA

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

City Council 8 yrs

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

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. _____ Phone: _____
2. _____ Phone: _____
3. _____ Phone: _____

Signature of Applicant

*Additional Information may be attached to this form.

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Community
Development

Date: September 5, 2023

Agenda Item: Request For A Blessing Box In Downtown Moberly.

Summary: Andee Sartori has requested a blessing box in downtown Moberly with non-perishable and hygiene items for people. They are requesting it be in a shady spot like on the west side of 536 W Reed St. Staff said they are not allowed in the right-of-way.

Recommended Action: Please bring this item forward to the regular City Council meeting on September 5, 2023, for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

Carla Beal

From: Tom Sanders
Sent: Tuesday, August 8, 2023 11:48 AM
To: Carla Beal
Cc: Brian Crane; Shirley Olney
Subject: FW: blessings box proposal
Attachments: Blessing-Donation-Box-door-open.jpg

Carla,

We received the attached request.

Please put on plan review for discussion among staff initially for some thoughts/comments before taking to council work session.

Thanks,
 Tom

-----Original Message-----

From: Andee Sartori <andee@mcmsys.com>
Sent: Tuesday, August 8, 2023 11:31 AM
To: Tom Sanders <tsanders@cityofmoberly.com>
Subject: blessings box proposal

[You don't often get email from andee@mcmsys.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

My name is Andee Sartori. I want to put in what's called a blessings box downtown Moberly. I attached a picture of roughly what they look like.

I'm currently building my own. It's free standing. It's meant to have non perishables and hygiene products in it for people who might need them. Anyone could come up and put in it or take from it as needed. I would want it to be someplace downtown where I can monitor it. I would like it to be some place in the shade as well. The only place I see that is in the shade all the time is on the post office side of faith bridge.

I am open to other downtown suggestions. I walk to the post office everyday so it would be easy for me to check on it if it was there. If for some reason it became a problem, i would take it down. I'm just looking for permission to put it up. Please contact me if there are any questions or if I left anything out.

--

Thank You and God Bless,

Andee Sartori

(660)651-0576



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Public Works

Date: September 5, 2023

Agenda Item: Receipt Of Bids For Re-Establishing Existing Ditches.

Summary: We advertised for bids to Re-establishing of Existing Ditches. The bids were opening August 30, 2023, at 10:00am. Three (3) bids were received from RB Small Excavation LLC, Willis Bros. Inc, and CL Richardson Construction.

Staff recommends accepting the low bid.

Recommended Action: Direct Staff to bring to the 9/18/23, regular session for acceptance of bids and a Resolution accepting the low bid.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

REQUEST FOR PROPOSALS

The City of Moberly will be accepting sealed proposals to re-establish existing ditches to optimum flowline in various parts of the City of Moberly. Contractor must haul off and properly dispose of excess material and shall provide necessary traffic control around the work area and clean up streets/ROW upon completion.

Sealed proposals marked **“Re-establish Existing Ditches”** will be accepted at the City Clerk’s Office at 101 W Reed St, Moberly, Missouri 65270, until **Wednesday, August 30, 2023 at 10:00 a.m.**

The City reserves the right to accept or reject any or all bids. For more information and bid sheet, contact the Director of Public Works office at City Hall, 660-269-7638.

Submitted by Tom Sanders
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR INDEX:
WEDNESDAY EDITION, AUGUST 16, 2023

AFD
CITY OF MOBERLY
 Re-establishing Existing Ditches
"BID OPENING"
Sign-In Sheet

Date: 06.30.2023

Name

Company

Cora Windin

City of Moberly

Carla Beal

City of Moberly

RFD
CITY OF MOBERLY
Re-establishing Existing Ditches
"BID OPENING"

Date: 08.30.2023

RB Small Excavation \$ 6.⁹⁰ per ft

Willis Bros. Inc \$ 9.⁵⁰ per ft

CL Richardson Const. \$ 6.⁹² per ft

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

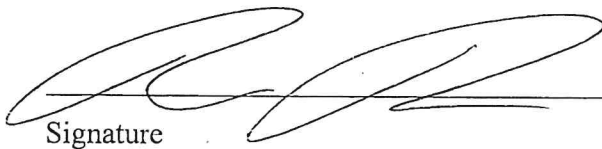
_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES – PROPOSAL FORMBids due by 10:00AM on Wednesday, August 30, 2023BY FOOTAGE1.) \$ 6.90 per foot.RBS Small Excavation LLC
Contractor (Name)3219 county Road 2730 Moberly Mo
Address
Signature8-14-23
Date

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES – PROPOSAL FORMBids due by 10:00AM on Wednesday, August 30, 2023BY FOOTAGE1.) \$ 6.92 per foot.C.L. Richardson Construction Co., Inc.

Contractor (Name)

15475 Hwy 6.3 South, Ashland, MO 65010

Address

J.R. Mante

Signature

8/30/23

Date

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES – PROPOSAL FORMBids due by 10:00AM on Wednesday, August 30, 2023BY FOOTAGE1.) \$ 9.50 per foot.WILLIS BROS. INC
Contractor (Name)30285 KIMBALL PL. MALON MO. 63552
AddressTom D. Willis 8/29/2023
Signature Date

City of Moberly

City Council Agenda Summary

Agenda Number: WS #6.
 Department: Comm. Dev.
 Date: September 5, 2023

Agenda Item: Changing Of A Street Name By Adding The Prefix Of N & S To College Ave.

Summary: The Postmaster recommended the obvious which is to add N or S prefix to all College Avenue addresses. The Resolution that was passed on July 17, 2023, was advertised in the newspaper on August 2, 2023, and letters were mailed to all the addresses that would be affected by this change. We received no response from any of the addresses that it will affect.

Recommended Action: Please direct staff to bring an Ordinance forward to the regular City Council meeting on September 18, 2023, for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. R1497RESOLUTION NO. R1497**A RESOLUTION DECLARING A PROPOSED STREET NAME CHANGE.**

WHEREAS, the Postmaster has suggested that all addresses on College Avenue include the prefix for North (N) or South (S) based upon the Postmaster's determination of the line of demarcation; and

WHEREAS, the City Council hereby declares that all College Avenue street addresses include a prefix for North (N) or South (S) and that this Resolution be published at least one week in the Moberly Monitor-Index; and

WHEREAS, if within four weeks after such publication, a majority of the resident property owners along such avenue do not file with the City Clerk their written protest against such proposed street name change, the City Council by Ordinance shall change the name in accordance with this Resolution; and

WHEREAS, City staff recommends passage of this Resolution.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the publication of this Resolution for at least one week in the Moberly Monitor-Index.

RESOLVED this 17th day of June, 2023, by the Council of the City of Moberly, Missouri.



Presiding Officer at Meeting

ATTEST:

Shannon Hance
Shannon Hance, MRCC, City Clerk

Sec. 36-40. - Designated street names; procedure for changing street names.

- (a) The official street names for the streets, avenues, and byways within the city shall be as listed in schedules maintained by the city, as amended from time to time to reflect the adoption of new streets and vacation of existing streets for the primary purpose of aiding emergency vehicles. Such schedules are on file in the office of the city clerk and the city police chief.
- (b) When it is deemed necessary by the council to change the name of any street or avenue, the council shall, by resolution, declare such proposed change of name necessary to be made and shall cause such resolution to be published at least one week in some newspaper published in the city. If, within four weeks after such publication, a majority of the resident property owners along the line of such street or avenue do not file with the city clerk their written protest against such proposed change of name, the council shall have power by ordinance to change the name of such street or avenue in accordance with the terms of such resolution. Upon the passage and approval of such ordinance, the city clerk shall file with the county recorder of deeds a certified copy of such ordinance and the recorder shall enter the same upon the county records.

(Code 1987, § 25-37; Ord. No. 8919, § 1, 12-17-2013; Ord. No. 8932, § 1, 1-21-2014; Ord. No. 9319, 4-17-2017)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Public Works

Date: September 5, 2023

Agenda Item: Proposal Of The Cost Of Mill And Fill From Carpenter Street Through The Intersection Of Route M.

Summary: The proposal will be to work with MoDOT with the City paying the cost at this time and MoDOT would reimburse the City for the early work in full when we build the cost share project.

Recommended Action: Direct staff to bring forward to the regular September 18, 2023, City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed



3600 Interstate Dr. SE Su
Columbia, MO 65201
Phone: (573) 449-0886

WS #7.

To:	City Of Moberly	Contact:	
Address:	101 W. Reed Moberly, MO 65270	Phone:	
Project Name:	City Of Moberly Mill & Overlay 2023	Fax:	
Project Location:		Bid Number:	
		Bid Date:	3/28/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	310005	BP2 Overlay	2,575.00	TON	\$103.50	\$266,512.50
0003	600003	Milling Work- City Retains	12,000.00	SY	\$3.38	\$40,560.00

Total Bid Price: **\$307,072.50**

Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

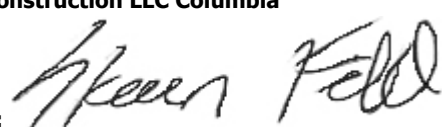
Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

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

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Capital Paving And Construction LLC Columbia  Authorized Signature: _____ Estimator: Steven Field 573-777-2331 sfield@capitalpavingmo.com
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City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Fire
Date: September 4, 2023

WS #8.

Agenda Item: A Resolution Authorizing The Moberly Fire Department To Purchase Battery Powered Positive Pressure Fans Budgeted This Fiscal Year Through Sentinel Emergency Solutions, LLC.

Summary: Through The Budgetary Process, The Fire Department's Requested Quotes/Estimates From Multiple Vendors For Battery Powered Positive Pressure Ventilation Fans. Going Through Each Quote, The Department Selected Sentinel Emergency Solutions, LLC To Be The Vendor Based Upon Cost And Availability. This Funding Was Approved In The 2023-2024 Fiscal Budget, Within The Capital Improvement Plan.

Recommended

Action: Approve The Resolution

Fund Name: Capital Improvement Pan

Account Number: 100.008.5502

Available Budget \$: 18,000.00

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

M___ S___ **Kyser**

Passed


Failed

Moberly Fire - Battery Powered PPV Fans	
Vendor	Quoted Pricing
Banner Fire Equipment	\$11,153.00
Sentinel Emergency Solutions, LLC	\$10,298.36
Leo W. Ellbracht	\$10,617.51
Dinges Fire Equipment	\$11,210.00

The Fire Department recommends going with the low bid from Sentinel Emergency Solutions, LLC.

QUOTE / SALES ORDER FORM

WS #8.

SALES REP.				QUOTE DATE	
Jeff McReynolds				8/11/2023	
PHONE:				VALID UNTIL:	
660-341-6553				60 days	
E-MAIL:		4289 Industrial Dr, Roxana, IL 62084 • 888-BAN-FIRE • WWW.BANNERFIRE.COM		CONTACT:	
jeffmc@bannerfire.com		DEPT:	Moberly Fire Department		Chief Don Ryan
		ADDRESS:	310 North Clark Street		
SHIP VIA:		Moberly , MO 65270			
		SHIP TO:			PHONE:
PARTIAL:		ADDRESS:			FAX:
COMPLETE:					
EMAIL ADDRESS:					
PURCHASE ORDER:					
PART NUMBER:	QTY.	DESCRIPTION:		PRICE EACH	TOTAL:
		DeWalt			
VI8-BD-09-SP	1.00	Super Vac 18" PPV / w/ 2each 9aH Battery / 2 chargers/ Shore Power			\$4,999.00
VI8-BD-12-SP	1.00	Super Vac 18" PPV / w/ 2each 12aH Battery / 2 chargers/ Shore Power			\$5,220.00
VI8-BD-15-SP	1.00	Super Vac 18" PPV / w/ 2each 15aH Battery / 2 chargers/ Shore Power			\$5,652.00
BD-09 x2	1.00	2 pack DeWalt 9aH Batteries			\$489.00
BD-12 x2	1.00	2 pack DeWalt 12aH Batteries			\$713.00
BD-15 x2	1.00	2 pack DeWalt 15aH Batteries			\$999.00
		ALL SHIPPING AND HANDLING INCLUDED IN QUOTE			
FREIGHT	N/A	FREIGHT:			
TOTAL PRICE	N/A	TOTAL PRICE:			
SPECIAL NOTES:					



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
800.851.1928
314.939.1999

WS #8.

PROPOSAL

Date	Quote #
8/7/2023	10454

Bill To:

Moberly Fire Department
310 North Clark Street
Moberly, MO 65270

Ship To

Moberly Fire Department
310 North Clark Street
Moberly, MO 65270
Chief Ryan

		Terms	Rep	Proposal Good Throu...	Freight	Submitted by
		Net 20	KB	30 days	Not Included	Keegan
Qty	Item	Vendor	Description		Cost	Total Sale Price
2	V18-BD-12-AC-SP	Super Vac	Valor Series, 18" PPV FAN.. DeWalt FlexVolt Battery Powered, PPV Fan – with two (2) Dewalt 12AH FlexVolt batteries and two (2) Dewalt fast chargers....Shore Power Option..Specify AC or DC		4,801.68	9,603.36

THANK YOU for the opportunity to quote this.
We appreciate your business.

Total	\$9,603.36
--------------	-------------------

LEO M ELLEBRACHT COMPANY

Everything For Firefighting

104 Mullach Ct. - Suite 1028
Wentzville, MO 63385

(636) 332-6985 Fax (636) 332-8046

Bill To:

Moberly Fire Department
Attn: Don Ryan, Fire Chief

DATE: August 16, 2023
QUOTE # 080623-001
FOR: PPV Fan revised

Respectfully Submitted:

David Wunderlin

(417) 437-1001

david.wunderlin@hotmail.com

QTY	DESCRIPTION	AMOUNT / UNIT	TOTAL ITEM AMOUNT
2+	Super Vac 18" PPV for DeWalt Battery V18-BD-12-SP 20" PPV, w/2 DeWalt Flexvolt 12Ah Batteries and Chargers w/ Shore Power Feature	\$ 4,872.00	\$ 9,744.00
3	DeWalt 2 Pack, 12Ah Batteries #BD12-X2	\$ 665.26	\$ 1,995.78
2	DeWalt AC, Fast Charger, #BDCH-AC	\$ 215.00	\$ 430.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
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		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
NOTE: Invoices paid by Credit Card will have a 3% processing fee.		TOTAL	\$ 12,169.78

NOTE: Invoices paid by Credit Card will have a 3% processing fee.

TOTAL	\$ 12,169.78
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**Bill To:**

Moberly Fire Department
C/O: Chief Don Ryan

Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Ship To:

Quantity	Item	Description	Price	Total
1	Supervac-V18-BD-12	DeWalt FlexVolt 18" PPV, 2x 12 Ah Bat., 2x AC Chargers	\$4,875.00	\$4,875.00
2	Supervac-V18-BD	DeWalt FlexVolt 18" PPV, No Battery, No Charger	\$3,920.00	\$7,840.00
2	Supervac-BD12-X2	2 Pack, DeWalt 12 Ah Batteries	\$730.00	\$1,460.00

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$14,175.00

* Quote Created on 08/04/2023. Pricing valid for no more than 30 days, unless noted otherwise.

Shipping TBD

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$14,175.00

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

Agenda Item: Request From Moberly Area Community College To Approve A Street Closure Of College Ave From W Burkhart To W Reed For Their Annual Art On The Block Event On September 30, 2023.

Summary: Moberly Area Community College is requesting permission to block off College Ave from W Burkhart to W Reed Street beginning at 7:00am until 3:00pm on September 30, 2023, for their annual Art on The Block event featuring art and musical events. This annual event is attended by hundreds of children and adults. The event is from 10:00am to 1:00pm and the request to close the streets from 7am to 3pm is to allow for set up and clean up after the event. The contact person is Lori Bruner, Director of Security for MACC, and can be reached at 660-263-4100 x 11247.

Recommended Action Please approve this request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Lucas**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed



August 31, 2023

Moberly City Council
101 West Reed
Moberly, MO 65270

Moberly City Council Members:

Moberly Area Community College would like to request that we be allowed to block College Avenue from Reed Street to Burkhart Street for our annual Art on the Block event. This event will be held on Saturday, September 30, 2023 from 10 am to 1 pm. We are open to the community, typically drawing hundreds of adults and children for art and musical events. This event includes a chalk art competition which is done in the parking spaces on College Avenue. We also have professional chalk artists that use College Avenue for their drawings. There is no charge for the event; there is a minimal charge for tie-dyed t-shirts and concessions.

We would like to block the above streets by 7am to allow for setup, and remain blocked until the event is over and the street is cleared at 3pm. We can block the intersections ourselves.

If you have any further questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

Lori Bruner
Director of Security
(660)263-4100 x11247