

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
October 19, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

- 1.** Approve City Council Meeting Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

- 2.** A request from Jamie Shirk, YMCA 2020 to hold their annual Turkey Trot 5K on November 26, 2020.
- 3.** A request from Moberly Chamber of Commerce to hold their annual Christmas Parade on December 5, 2020.
- 4.** Presentation to Kay Galloway, City Clerk
- 5.** Discussion of MMA / Cage Fighting Related to the Municipal Auditorium

Public Hearing and Receipt of Bids

- 6.** Receipt of Bids for the Athletic Complex Roofing
- 7.** Receipt of bids for Sugar Creek Lake Dam Abutment Grouting Project

Ordinances & Resolutions

- 8.** A Resolution Of The City Of Moberly, Missouri, Accepting A Federal Emergency Management Agency Grant Award For The Purchase Of Air Paks And Cylinders For The Moberly Fire Department And Authorizing The City Manager To Execute A Subaward Agreement.
- 9.** A Resolution appointing Cora Woodin as the Interim City Clerk Effective November 2, 2020.
- 10.** A Resolution Accepting A Quit Claim Deed From Ryan Holliger For Real Estate Located At 12 Windsor Place.
- 11.** A Resolution Authorizing The City Manager To Execute An Amendment To Financial Services Agreement With Piper Sandler & Co.
- 12.** A Resolution Accepting The Bid Of Drill Tech Drilling & Shoring, Inc., And Authorizing Contracting With Drill Tech Drilling & Shoring, Inc., For The Sugar Creek Lake Dam Abutment Grouting Project.
- 13.** A Resolution Accepting An Easement From Mary P. McKeown, Trustee Of The Dennis McKeown Trust And The Mary P. McKeown Trust And Authorizing The City Manager To Execute The Easement On Behalf Of The City Of Moberly.
- 14.** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

- 15.** Department Head Monthly Reports

Anything Else to Come Before the Council

16. Consideration of a Motion to Adjourn to a Work Session

Adjournment

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

September 23, 2020
City of Moberly, Missouri Council Minutes

Council met in special session at 4:00 p.m. in the Moberly Municipal Building, 204 N. Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

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

Renewal options were received and discussed for Benefit Outline and Cost Summary for the City of Moberly, Missouri.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A CLIENT ORDER FORM WITH TRUVERIS FOR PHARMACY BENEFIT MANAGEMENT"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

September 21, 2020
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Kyser to approve the minutes of August 17, 2020, August 18, 2020, August 24, 2020 and September 8, 2020 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following **Missouri Department of Transportation State Contract Bid Number IFB605CO19001412, Knapheide Truck Equipment**, for a F-350, dump body truck was \$12,091.98. A motion was made by Brubaker and seconded by Davis to accept the bid. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bid was received for the 2020 Street Striping Project: **Remole Coatings LLC**: Center line yellow marking, \$.48 per linear foot, Solid white street edge, \$.48 per linear foot, Solid white both street edges, \$.48 per linear foot, Crosswalks, \$150.00 each, Bike lane emblems, \$38.00 each. A motion was made by Brubaker and seconded by Kimmons to accept the bid. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for lease-purchase financing for Heritage Hills Golf Course Improvements: **First State Community Bank**, 2.39%, \$16,134.01 annual payment; **Regional Missouri Bank**, 2.64%, \$16,209.07 annual payment; **Commerce Bank/Clayton Holdings**, 3.78%, \$16,743.05 annual payment; **Central Bank of Moberly**, 3.79%, \$16,773.27 annual payment. A motion was made by Davis and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RANDOLPH COUNTY AND RANDOLPH COUNTY AMBULANCE DISTRICT FOR 911 FEES AND CALL FLOW ANALYSIS CONSULTING"** and moved

that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING AND RATIFYING EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBERLY AND GREGORY K. AND DEBRA A. WYBERT AND THE MARCEY L. BERRY TRUST"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Davis introduced a bill for an ordinance entitled: **"ORDINANCE CONTINUING TO IMPOSE A CAPITAL IMPROVEMENT SALES TAX IN THE CITY OF MOBERLY, MISSOURI, AT THE RATE OF ONE HALF OF ONE PERCENT ON ALL RETAIL SALES THAT ARE SUBJECT TO TAXATION FOR THE PURPOSE OF EXTENDING, IMPROVING, OPERATING AND MAINTAINING ITS WATER AND SEWER SYSTEMS"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID OF FIRST STATE COMMUNITY BANK TO PROVIDE LEASE PURCHASE FINANCING FOR HERITAGE HILLS GOLF COURSE IMPROVEMENTS."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING AND APPROVING TWO COMMUNITY ASSISTANCE PROGRAM AGREEMENTS WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR MOBERLY CITY LAKES"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING AN EASEMENT FOR ELECTRIC SERVICE; AND PROVIDING FURTHER AUTHORITY"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING THE STATE CONTRACT BID AND AUTHORIZING THE PURCHASE OF A PLOW AND SPREADER TO FIT A F-350 FORD DUMP TRUCK."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ACCEPTING THE BID OF REMOLE'S COATINGS LLC FOR STREET STRIPING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$669,308.10"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

A motion was made by Kimmons and seconded by Brubaker to appoint Jerry Jeffrey to the Fire Chief Hiring Committee. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

ESP Project Update.

A request from Jeremy Kitchen to hold their annual Cowboy's for Christmas parade on November 7, 2020.

An Ordinance amending the CBA with the Fire Union.

Change order #3 for Harrison Garfield project, decrease of \$1,683.88.

Stop Sign request by a citizen to make the intersection of E. Logan and Gratz brown a four way stop. Council said not to forward this agenda item to the next Council meeting.

An Ordinance Amending Section 42-293 Relating to Sewers.

October 5, 2020

City of Moberly, Missouri Council Minutes

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

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

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

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

Jeff Arp, MIRMA was present and presented the recently received Safety Grant Awards.

A request was received from Jeremy Kitchen to hold the annual Cowboy's for Christmas parade, November 7, 2020 at the Lodge, Moberly Rothwell Park, 12:00 p.m., noon. A motion was made by Brubaker and seconded by Kimmons to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane announced Moberly City Clerk, Kay Galloway resigned effective November 1, 2020, with her last day working being October 30, 2020.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 42-293 RELATING TO SEWERS"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION THREE OF ORDINANCE NUMBER 9616"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND THE LOCAL 2671, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the

motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 3 TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$324,541.74"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A report was received from Moberly Area Chamber of Commerce on 2020 Junk Junction Event that was held September 29, 2020.

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A request by a citizen for a stop sign at the corner of Vincil Street and Walnut Street. Council asked that this agenda item not be moved forward.

A request from Jamie Shirk, YMCA 2020 to hold their annual Turkey Trot 5K on November 26, 2020.

A request from Moberly Chamber of Commerce to hold their annual Christmas Parade on December 5, 2020.

Receipt of Bids for the Athletic Complex Roofing.

Discussed was the bid opening for Sugar Creek Dam Abutment Grouting Project, bids to be received until October 13, 2020 at 2:00 p.m.

Amendment to Financial Services Agreement with Piper Sandler & Co.

A Resolution Accepting A Quit Claim Deed from Ryan Holliger For Real Estate Located At 12 Windsor Place.

City Manager, Brian Crane, introduced the new Deputy City Clerk, Cora Woodin.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.

Department: Police

Date: October 19, 2020

Agenda Item: A request from Jamie Shirk, YMCA 2020 to hold their annual Turkey Trot 5K on November 26, 2020.

Summary:

Request to hold the 2020 YMCA Turkey Trot 5k to raise funds for the YMCA Strong Kids Campaign on November 26, 2020. This is an annual fundraising event. The 5k will begin at 8:00 am in front of 214 N 5th. Participants will travel south on 5th street to Fisk Ave, turn west on Fisk Ave and continue to Rothwell Park Road. Turn north on Rothwell Park Road at the Maintenance Shed, travel north to the James Youth Cabin, then east across the dam and continue to Holman Road at the war memorial. South on Holman Road to W Reed Street, east on W Reed Street to Hagood St, cross Hagood and continue east on Adams Street to Johnson S. Cross Johnson St. and continue east in the 500 block of W Reed to 5th and then north on 5th Street to the finish line at 214 N 5th. Contact person is Jamie Shirk, 660-263-3600. 100 to 150 participants are expected and 25 volunteers will be available to assist. Law Enforcement is requested to provide traffic assistance.

Recommended Action Approve this request

Fund Name:

Account Number:

Available Budget \$:

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

City of

Moberly!

Police Department
Russell W. Tarr
Chief of Police
223rd Session FBI Academy

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

Walk/Run Application Permit

Application Date: 9/23/2020
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 11/26/2020

Purpose of event: YMCA Turkey Trot 5K - Fundraiser for Strong Kids Campaign.

Name of event director: Jamie Shirk

Contact phone number(s) of director: 660 263 3600

Approximate number of participants: 100-150

Route requested, Begin & End Time: Race begins at 8am in front of Sundance Embroidery, 214 N. 5th St. Race heads south on 5th St., East on Reed St. South on 4th street, ^{WEST} ^{o N} Weston Wightman, Follow onto Fisk Ave, North on Rothwell Park Rd., East at the James Youth Center, South on Holman Rd., East on Reed St, North on Hagood, East on Adams, South on Johnson, East on Reed St., North on 5th St., Finish at Sundance Embroidery.
(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

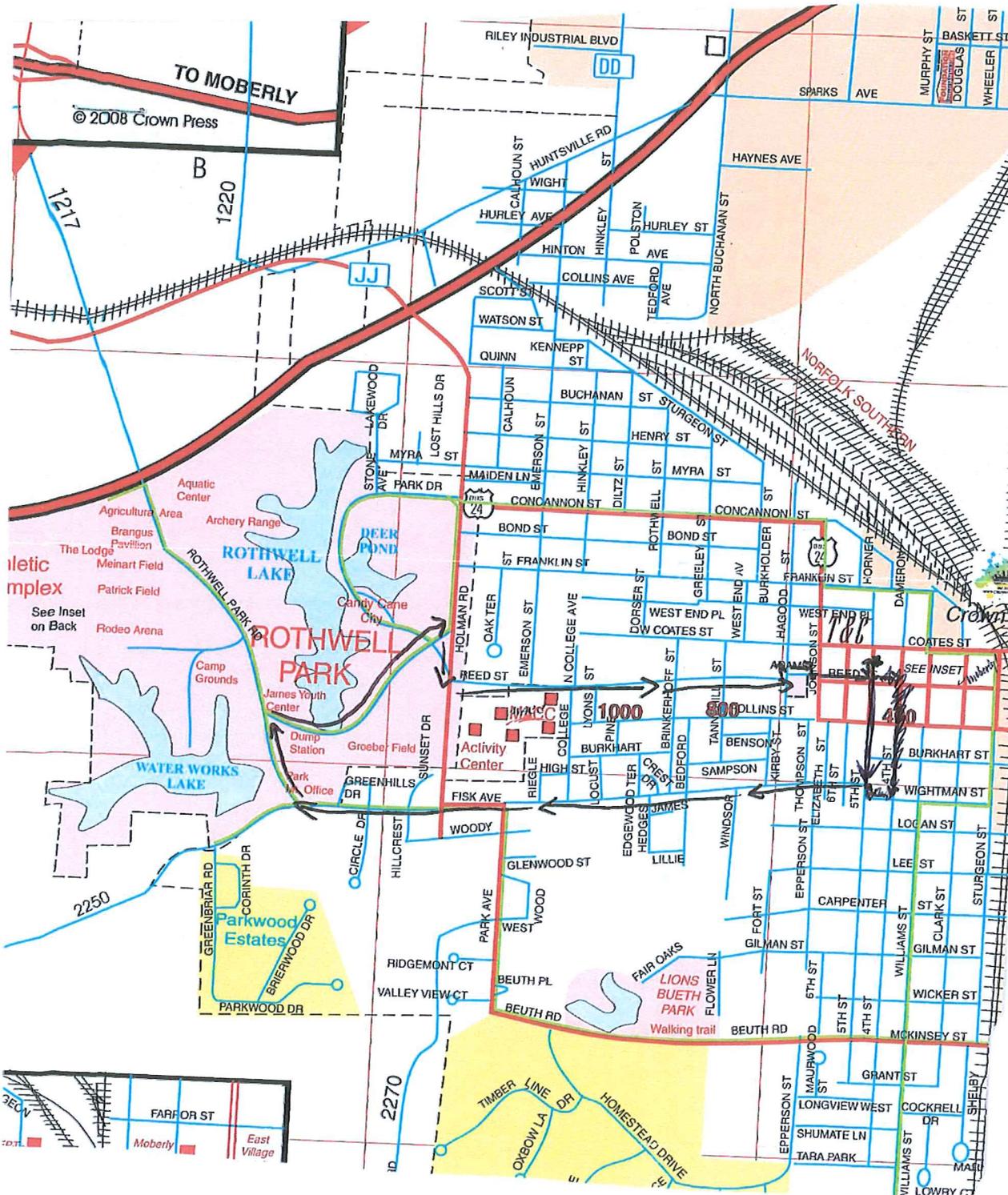
Yes: X No: _____ If yes, how many? 25

Signature of applicant: Jamie Shirk

Approved: [Signature] Declined: _____

Authorizing Official: [Signature] Date: _____

Emergency services assistance to monitor traffic will be provided for a period of time up to one (1) hour after the race begins.



City of Moberly City Council Agenda Summary

Agenda Number: #3.

Department: Police

Date: October 19, 2020

Agenda Item: A request from Moberly Chamber of Commerce to hold their annual Christmas Parade on December 5, 2020.

Summary:

Request to hold the 2020 Chamber of Commerce Christmas Parade on December 5, 2020 beginning at 3:00PM. Contact person is Megan Schmitt, 660-263-6070. Schmitt requests usage of City Hall Parking Lot and Depot Park Parking lot for staging of parade entries and the closing of Sturgeon Street between Coates and Rollins and the 100 block of W Reed. Home Care of Mid Missouri has given permission for the use of their parking lot. Parade will begin at city hall, lead units will form up in the 100 block of W Reed. Parade will travel west on Reed St to Johnson, north on Johnson to Coates, turn east onto Coates and travel east to Coates and Sturgeon where the parade will disband. The parade route was lengthened to accommodate better social distancing along the parade route. Approximately 32 units are expected to participate in the parade. Chamber of Commerce will have six volunteers to help and law enforcement is requested to lead the parade and provide traffic control along the parade route.

Recommended Action Approve this request

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

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

Submit completed form with any attachments to:
Moberly Police Department
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 10/1/2020

- 1. Organization/Agency requesting permit: Moberly Area Chamber of Commerce
- 2. Name of Person making Application: Megan Schmitt
Contact Person: Megan Schmitt Phone: 660-263-6070
- 3. Date of Parade: Saturday, December 5, 2020 Start Time: 3 P.M.
- 4. Staging Area: Behind Post office extending down W. Reed Street toward college
- 5. Approximate Number of Units Participating in Parade:
A. Bands 2 D. Foot Units 5
B. Motorized Units 10 E. Animal Units _____
C. Floats 15 F. Others _____

Total Number of Units: 32 approximately (hopefully)

- 6. Parade Route and ending point: Route expanded to allow for Social Distancing. Parade staging at City Hall Parking Lot, Depot Park Parking Lot & HomeCare Parking Lot. Parade Floats Begin at City Hall. Head West on Reed to Johnson, Right on Johnson, Right on Coates. Disband at Sturgeon.
- 7. Will organization or parade participants be dispersing any items during the parade? Yes No If yes, what? _____
- 8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes No If so, how many? Six
- 9. Have read and agree to the rules outlined in the parade permit. Yes No
- 10. Signature of Applicant: Megan Schmitt
- 11. Approved: OX Disapproved _____
- 12. By authority of: [Signature] Date 10-01-20
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

City of Moberly City Council Agenda Summary

Agenda Number: #5.
 Department: Parks & Recreation
 Date: October 19, 2020

Agenda Item: Discussion of MMA / Cage Fighting Related to the Municipal Auditorium

Summary: MMA wanted an opportunity to present the idea of cage fights at the Auditorium. Cage fights, mixed martial arts, or similar events are prohibited in indoor facilities (not the Riley Pavilion) per a Park Board vote in 2011 which has been reaffirmed twice including in August. The reasons for this are detailed in the attached memo.

**Recommended
Action:**

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

To: City Manager, Brian Crane; City Council
From: Parks and Recreation Director, Troy Bock
Date: October 13, 2020
Subject: MMA / Cage Fights

Cage fights, mixed martial arts, or similar events are prohibited in indoor facilities (not the Riley Pavilion) per a Park Board vote in 2011 which has been reaffirmed twice due to the following rationale:

- 1) Potential damage to the facility as cage fights historically resulted in damage to the floors during the hauling/erecting of structures within the Auditorium despite floor protection. We are unable to sand the floors further.
- 2) Facility damage nearly always ends up in dispute as to who was responsible and when it occurred.
- 3) It is an exemption from our MIRMA policy. Any insurance issue may turn into a dispute, leaving us without covering whether for floor damage or bodily injury/death. In talking with our insurance representative last week, he was concerned about the latter issues.
- 4) When the last sales tax was passed and major renovations to the historic Auditorium were finished, the Department halted sporting events (volleyball, rollerblading) at the facility (with the initial exception of cage fighting) as after the renovations, it was more of a performing arts and banquet venue. In 2011, this was extended to cage fights. The Activity Center and YMCA were built in this community through donations and tax dollars for these purposes.
- 5) Related to #3, we sometimes have to make difficult choices to be good stewards of taxpayers dollars, preserving historical buildings, and protecting our prior investments (multiple rounds of renovations). Staff recommends against taking such investments and knowingly subjecting them to events with a history of damage.
- 6) As Mr. Davidson noted in expressing that blood tests of all contestants are required, blood is spilled at these events. While there are measures proposed to help address this concern, the City typically doesn't take on events where the spilling of blood borne pathogens is normal/routine.
- 7) It is suggested that utilization of the Auditorium would result in overnight tourism stays. These events are already being held at other venues in town (VFW in recent years; MACC reported their last events in 2007/2008). Therefore, if the event puts heads in beds, this would already be occurring. Related to the events in July and September, the two local hotels show 1 person staying overnight the night of the event for a community combined between hotels and dates. The hotel was unsure if that person was here for the cage fight as they show it related to a non-specified community event.

Moberly Council Members:

Beginning in May of 2020 we presented information to the Moberly Parks and Rec board for review to overturn the prohibition of athletics events at the Municipal Auditorium. It is our understanding that after years of us previously using the auditorium for these events (previously known as Mid Mo MMA) an out of town promoter came in and hosted an event here, they in turn left damage to the auditorium and also wrote bad checks. We would ask that council consider the history that we have with using the Auditorium as tax paying citizens and the reputation that we had, in which we never had damage to the auditorium. This is a place of great pride in our city, and we ensured that we protected that throughout our use of the Auditorium.

The original objection was the auditorium floors which from the additional information that was provided to the Parks and Rec board and yourselves, you can see that we put together a solution to negate that issue. Ensuring that the protection of the floors was of utmost importance.

We spent 3 months discussing this with the Park board, answering all questions that they had. At the night of the final meeting/voting night, Mr. Burton (President) began the vote by stating the following “ I have discussed this with the City Manager, City Mayor, and City Attorney, they do not want it here, so and we work for City Council, so my vote is no”. This apparently came from a discussion regarding MIRMA, and that the city’s insurance company does not cover events such as these. It appears that the decision to allow these events in the auditorium is essentially up to City Council.

We are here now to present the information that we were not given an opportunity to present at that meeting.

As you can reference from the PowerPoint that we put together, there are very strong economical benefits to hosting events such as these in our downtown area that would be very beneficial to our small business owners downtown.

The tourism survey that was put together a few years ago clearly outlines that one of the things that Moberly is missing our entertainment options. I would ask you think about what options are currently available. What does Moberly have for entertainment? I’ve noticed an uptick of family events for small children, but for the older children, young adults, and families with no children, what options do we have? Based on my experience, it’s minimal if non-existent. Events such as those require a trip to Columbia, Jeff City or even further, St. Louis or Kansas City.

The sport of mixed martial arts has evolved greatly overtime, now with a top spot on ESPN, this has become a mainstream sport.

Part of that evolution here in Missouri was that the MO Athletic Commission now governs the sport for the entire state. There are processes and procedures that must be adhered to both from an athlete side as well as from the promoter side. Some (not all) of those processes/procedures include:

- Physicals both yearly and a pre-fight physical before every competition.
- The state of MO employees a Doctor that travels to each show across the state and examines these athletes prior to their fight as well as after. This is extremely beneficial to the athletes as it protects them throughout their career, ensuring that they are not fighting too soon and that they are not putting themselves in danger by competing too quickly.

- All athletes, cornermen, promoters, and matchmakers must be licensed with the State of MO annually
- All promoters must provide insurance for all the fighters at each event (10K ADD policy)

We can provide additional detail around some of the requirements here if needed, but this brings us to the issue at hand. As mentioned earlier, the original objection to us hosting events such as these at the auditorium was the protection of the floors, which we provided a solution too. The next objection that was brought up 3 minutes prior to our vote was the insurance issue and MIRMA not covering these events. At the time of the vote we had asked, “Who are you worried about suing? Spectators or Athletes?” We were not given an answer.

Without fulling understanding what the clear objection is here, we have some solutions in place for this, 1. We “Knuckled Up Promotions” would provide liability coverage for the venue for the day of the fight. 2. As previously mentioned all athletes have coverage for their events. 3. Since it is unclear on who the fear of suing is surrounding, our recommendation is to have all athletes sign a waiver releasing the City of Moberly from any potential issues and also having a liability waiver as part of our ticket sales so that spectators as well are covered.

Other cities allow these types of events to be hosted in their facilities, as they see the benefit of having local events and the additional revenue it brings to the business in that area. The State Commissioner also provided some examples of city owned facilities that have previously hosted events with no issue.

- AC Brase Arena, Cape Girardeau
- Admiral Coontz Armory, Hannibal MO
- Joplin Memorial Hall, Joplin MO
- Neosho Memorial Hall, Neosho MO
- St. Joseph Civic Arena, St. Joseph MO

Any questions or concerns that Council has we are happy to answer at the upcoming meeting.



Knuckled Up Promotions LLC

RICKY & CATHERINE DAVIDSON

MOBERLY, MO

The purpose of this information is to provide council a solid understanding of what we can bring to the city of Moberly to overturn the prohibition of athletic events at the Municipal Auditorium

Objection

DAMAGE TO THE
FLOORS

#5.



Past events we used puzzle mat under each of the poles to protect the floor from any damage

We will take an additional precaution and add carpet over the puzzle mats. This will ensure that the entire bottom of the cage/ring has carpet under it.

There would be no poles in direct contact with the floor



Previous Experience

Mid-Mo-MMA previously owned by Ricky Davidson

- 2006-2012

Promoted amateur bouts throughout the Mid Missouri Area
- primarily in Moberly

Multiple athletes that we were previously involved with
turned pro and currently fight for Bellator and UFC

Brought in a variety of professional fighter/celebrities to the
area in collaboration with local churches/businesses

Previously sanctioned by ISCF

In past with the auditorium our deposit was always returned
because the condition of the auditorium was the same as
when the event started

Event Overview



Arrival around 8am- athletes must complete weigh-ins with state sanctioned officials prior to 10am



Set up of event



Doors Open 6pm



Event Starts 7pm



Intermission around 8/8:30



End by 9/9:30



Complete the takedown and clean up of auditorium – this includes cleaning bathrooms and picking up trash



12/1am is when we are complete and out

Use of Moberly Municipal Auditorium



GREAT VENUE OVER THE PAST 80 YEARS TO HOST A VARIETY OF EVENTS (PROFESSIONAL WRESTLING, ROLLER BLADING, AND MMA COMPETITIONS AS WELL AS OTHER SMALL EVENTS LIKE WEDDINGS, REUNIONS, JOB FAIRS ETC;)



MARKETING VISIBILITY (USE OF THE SIGN OUT FRONT TO PROMOTE EVENT)



WALKABILITY FOR OUTSIDE VISITORS – MINUTES WALK FROM RESTAURANTS/SHOPS



GREAT ATMOSPHERE



PHYSICAL SPACE TO SEPARATE THE ATHLETES FROM THE CROWD



NO ISSUES ON GUESTS NOT BEING ABLE TO SEE

Event Data



Athletes come in from STL, KC, other small towns and other surrounding states such as KS, IA, AR.



State Sanctioned staff comes in from all over the state of Missouri (3 Judges, 1 Doctor, 1 Timekeeper, 1-2 Referees)



Typically 12 out of town athletes which come with an average travel party of 10



This event is also a great hit for locals as well, in the past we would sell out of tickets due to popularity. (This is keeping our residents spending local and not going to Columbia or other surrounding towns)

Bubba's

The Brick

Shady Tuesdays

The Bean

Coates Street Café

Coachlight

Encore

Vintage 424

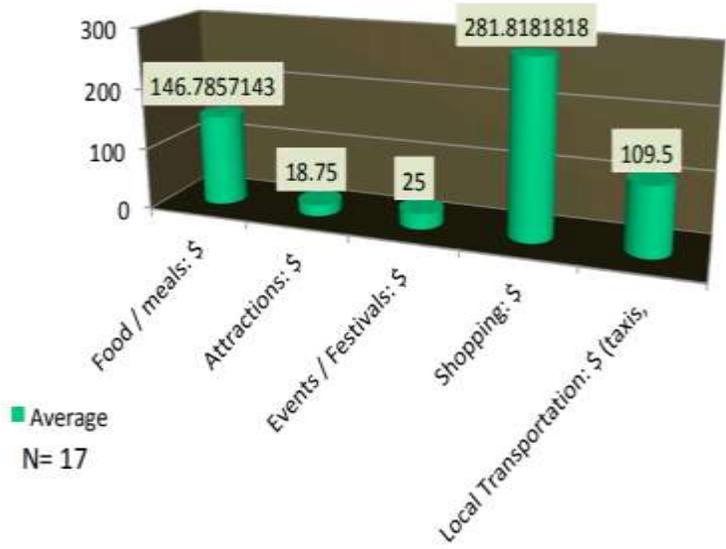
Promoting
Moberly

Money We Spend with Local Vendors

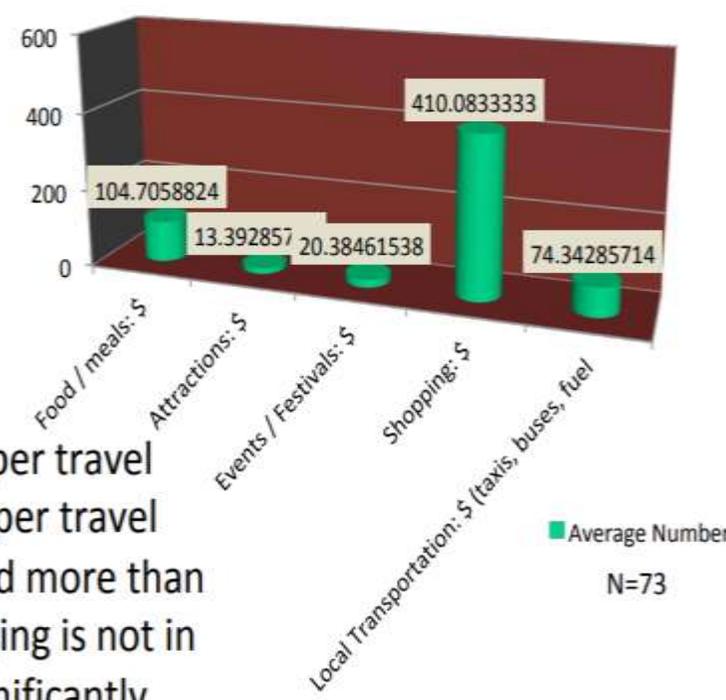
There are different things that we require before putting on an event that we will purchase with local vendors here:

- T-shirt Design/Printing
- DJ Services
- Security Services
- Ticket/Poster Printing

How much did your party spend WHILE IN Moberly, Missouri? Overnight guests



How much did your party spend WHILE IN Moberly, Missouri? Non-Overnight



Observation: Overnight guests spent \$581.84 per travel party per visit while daytrippers spent \$622.89 per travel party per visit. Typically, overnight guests spend more than daytrippers. In this case, the fact that paid lodging is not in the expenditure profile for overnight guests significantly affects the economic impact.



Based on previous slide we have 120 out of town visitors,(using a 2 party model - 60 total travel parties) they will spend money on food/drinks, shopping, transportation and lodging.



$60 \times 88.50 = \$5310.00$ (Hotels)



$60 \times 193.94 = \$11,636.40$
(meals/shopping)

Total spent from out
of town attendees =
\$16,946.40

Out of Town Revenue

Day Trip Spenders



Based on the before mentioned graph day spenders spend 622.89 per visit



Working with local business owners for promotions and marketing pieces to draw these guests in to the store and restaurants



100 guests (2-person party) = 50 Parties



$50 \times 622.89 = \$31,144.50$

Total Revenue



\$48,000.00 spent in 1 day with guests coming into town for this event



Annualized over 10 events per year \$480,909 in revenue that this town is not currently seeing

Why another venue is not a solution

MACC Activity Center

- Double the cost for us to pay for the venue
- Limits walkability
- Out of town visitors will use GPS and it will take them through 24 and away from downtown Moberly
- The response from fans was that they did not like the atmosphere, this limits the amount of returning visitors we will get and also provides poor responses and reviews on the show which in turn inhibits the amount of new visitors we get for the next show

VFW

Moose Lodge

Paradise Park

These venues are less than half the size of the auditorium, if we start limiting the number of available seating, we limit the number of revenue that comes in.

Riley Pavilion and Lodge – Rothwell Park

We live in Missouri- the weather is unpredictable, for an event that takes many months to plan it's not a good business decision to have a huge part of that risk be left to the weather



Small Gym Here



Charge minimal fee – if you can't afford to pay- you don't



Working with many peers and leaders of our community to show the youth that there are other options and there are opportunities for second chances



This is a sport that with enough determination and effort there is a very good opportunity to turn pro.



We have the connections with other promoters across the US, the professional organizations, and ESPN

Goals of Knuckled Up Promotions

QUESTIONS?

City of Moberly City Council Agenda Summary

#6.

Agenda Number: _____
Department: Park & Rec/Utilities
Date: October 19, 2020

Agenda Item: Receipt of Bids for the Athletic Complex Roofing

Summary: Advertisement was made and direct outreach was done to 11 companies to seek roofing bids for three buildings at the Howard Hills Athletic Complex (concession building, east restroom, west restroom). The roofs are original and have significant wear. These were budgeted in the current budget. Work is anticipated to be completed spring of 2021, weather depending.

Two bids were received as shown in the attached bid tabulation. Staff recommends approval of the low bid (\$19,195) from Beaverson Roofing.

Recommended

Action: Accept these bids

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

City of Moberly Request For Quotations

The City of Moberly, Missouri (“City”), is inviting bids from qualified vendors for the following purchase:
“Athletic Complex Roofing”

Statement of Intent

The City intends to make the following repairs to the following facilities:

Howard Hills Athletic Complex (HHAC) (2002/2004 Highway 24 W, Moberly, MO 65270)

Concession Stand/Restrooms

East Restrooms

West Restrooms

Project Scope

Remove existing roofing down to wood decking and properly dispose of material. Remove any damaged/compromised decking as per industry best practices. Notify City of any structural or other issues exposed or discovered after removal of existing material noted above to determine if additional work is required. Replace decking as necessary. Install synthetic underlayment. Ice and water barrier across the bottom 3 feet. Replace shingles with architectural shingles. Shingles should be Certainteed Landmark, Owens Corning Duration, or similar substitute approved by the City with a lifetime warranty). Color of shingles to match the HHAC Maintenance Shop shingles. Successful contractor must abide by building codes adopted in the City of Moberly as of the bid advertisement. Bidder must enclose complete and detailed product details, job scope, AND any deviations from the attached scope with their bid.

Submittal of Bids

Bidders shall submit quotations to:

**Kay Galloway, City Clerk
Moberly City Hall
101 West Reed Street
Moberly, Missouri, 65270.**

Quotations will be accepted until 10:00 a.m. on Friday September 25, 2020. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk’s office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with “***Athletic Complex Roofing***,” the bidder’s legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk’s Office in Moberly City Hall at 10:00 a.m. Friday September 25, 2020.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Wednesday September 16, 2020. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen’s Compensation Insurance \$1 million/occurrence, \$2 million aggregate
- Comprehensive General Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate
- Comprehensive Automobile Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate

Prevailing Wage

As of August 28, 2018, Missouri’s Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>

Variations

Bidders must detail any variations from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after November 1 2020, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer’s product will be required to furnish the named manufacturer’s product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

Date

City of Moberly
City Hall
101 West Reed Street
Moberly, MO 65270
Troy Bock
(660) 263-4420

CLASSIFIEDS

RUMMAGE SALE

Large yard sale at 512 Chandler St. Moberly, MO on Saturday, September 12, 2020 from 8:00 AM to 3:00 PM. Lots of furniture, kitchen appliances, cookware, clothing, shoes, purses and miscellaneous items for sale

NO HUNTING

All person are hereby notified that the land listed below is posted by persons owning or renting said land. Hunting with dog, gun, trap or snare, nut gathering or any other trespassing is absolutely forbidden under the penalty of prosecution of law. Get permission or suffer the consequences. John F. Carmody Jr.....12/21

BIDS WANTED

City Accepting Bids: The City of Moberly, Missouri will receive sealed bids in City Hall, 101 West Reed Street, Moberly, MO 65270 until 10:00 a.m. Friday September 25, 2020 for roof replacement on three buildings at the Howard Hills

Athletic Complex. Specifications may be picked up from the Moberly Parks and Recreation office (200 N Clark St) or the City Clerk's office (101 West Reed St). Sealed bids should be marked "Athletic Complex Roofing." The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-269-8705 x2013.

Saturday September 5th thru Tuesday September 8th
ESTATE SALE
2475 Hwy D Huntsville, MO
Large assortment of farm and household items.

A HUGE THANK YOU AND APPRECIATION TO
Everyone at Cater Funeral Home, the Orschlen Family, our 7 pallbearers, Tony, Jason, Roby, Andre, Alex, Trevor and Travis. Don's Buffet, All friends and family members. The many positive prayers and texts we received, Gina's Army, South Park Elementary, MPS, Steve Jefferies, The Brick and Sonic for making our sad day an absolutely memorable caring and loving one! A special thank you to Brendan and Nicholas Orschlen and Jennifer Lively, all cousins of Brad. You guys were absolutely wonderful to us! You made the day!
God Bless You All!
Love, Mike, Jennifer & Marlee
Mikaela & Raelee

PUBLIC NOTICE MARK Twain Solid Waste District "G"

The Mark Twain Solid Waste Management District G will be accepting Mini Educational Grant Applications for the following counties: Macon, Marion, Monroe, Pike, Ralls, Randolph, and Shelby until October 21, 2020. Any municipality, county, public institution, not-for-profit organization, private business or individual currently operating in the District is eligible to apply. Grant preference will be given to projects that reduce, reuse, recycle or strengthen demand for post-consumer waste and products with a significant content of reused materials. Educational component required. To obtain a grant application www.marktwain-cog.com or email longcog@rallstech.com. Funding is made available through The Missouri Department of Natural Resources

IMAN AUCTION **CHAPMAN MOVING AUCTION**
1360 COUNTY ROAD 2380 - MOBERLY, MO
FRIDAY, SEPTEMBER 11, 2020 @ 10 AM

The Chapman's have sold their home & are downsizing. Great variety, something for everyone, plan to attend! Auction located east of Moberly Across from 24 Raceway, take Cty Rd 2320 south to Cty Rd 2380 then east to auction. Watch for Iman Auction Signs!

TRACTOR - IMPLEMENTS - FARM RELATED - JEEP - TRUCKS - CAR - TRAILERS - ACCESSORIES - SKID STEER ATTACHMENTS - 4 WHEELERS - STIHL ITEMS - WOOD SPLITTERS - MOWERS - AIR COMPRESSORS - WELDER - SCAFFOLDING - TOOLS - GUNS - SILVER & GOLD COINS - RR ITEMS - WOOD FURNACE - COMMERCIAL BENCH PRESS - SAFE - ANTIQUES & COLLECTIBLES - COCA COLA ITEMS - APPLIANCES - HOUSEHOLD & MUCH MORE! - See ImanAuction.com For Full Listing & Photos -

Scott & Michelle Chapman, Sellers

IMAN AUCTION COMPANY | 660-388-6235 | 660-788-4298 | ImanAuction.com

Commercial Real Estate
AUCTION
SILVA LANE - MOBERLY, MO
TUESDAY, SEPTEMBER 22, 2020 @ 10 AM

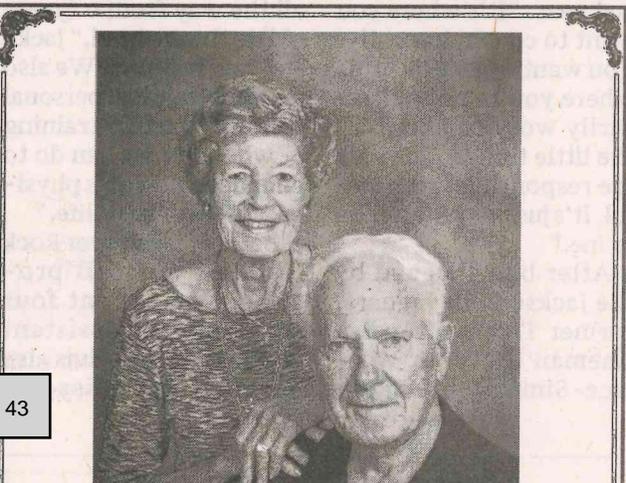
Due to the death of Dr. Winston Efton Harrison we will sell his commercial property at public auction. Great location bordering US 63 at the North edge of Moberly.

TRACT #1 **TRACT #2**

Great location bordering US 63 at the North edge of Moberly.
TRACT 1: Being 1 Acre of prime commercial property - Silva Lane frontage & borders US 63 to the west
TRACT 2: Being 2.37 Acres of prime commercial property - Silva Lane frontage & borders US 63 to the west - Multiple possibilities here, Industrial, Business and much more!
Both Properties Zoned B3, General Commercial District ** Terms to be 10% down Auction Day upon entry into Real Estate contracts with balance due and possession given at closing, preferably within 30 days. Real Estate sells with trust confirmation.

21 For More Information, please contact *Chuck McKewon*
McKEOWN & ASSOCIATES
660-263-1789 | C21@McKewon.com

IMAN AUCTION **Winston Efton Harrison Trust * David L. Knight, Atty.**
IMAN AUCTION COMPANY | 660-388-6235 | ImanAuction.com



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660-263-310
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CITY OF MOBERLY

"BID OPENING"

Date: 9-25-2020

Beaverson

19,195 €
\$ _____

Triad

\$ 23,427.59

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 9-25-2020

Name

Company

DK Dalloway

City of Moberly

Jay Hill

Beaverson Roofy Service

[Signature]

City of Moberly



Triad, Inc.
 2929 SW US 40 HWY Blue Springs, MO 64015
 Phone: (855) 855-8742
 Fax: (877) 334-2570
Claim Information:
 Other
Company Representative:
 Ernie McCush
 (816) 699-9499
 emccush@triadfirst.com

Customer Info:

Job #: N/A
 Ball Fields, Moberly Howard Hills
 2002 Hwy 24 W,
 Moberly, MO, 65270
 (660) 269-8705-mobile

Roofing

Description	Quantity	Unit	Price	Total
Remove Tear off, haul and dispose of comp. shingles - Laminated	61.07	SQ	\$58.95	\$3,600.08
Replace Laminated - comp. shingle rfg. - w/out felt	67.33	SQ	\$179.00	\$12,052.07
Replace Asphalt starter - universal starter course	596	LF	\$1.59	\$947.64
Replace Ice & water shield - Peak Building Products - 2 Sq. Roll	1690	SF	\$1.29	\$2,180.10
R & R Drip edge/gutter apron	352	LF	\$2.11	\$742.72
R & R Drip edge	244	LF	\$2.00	\$488.00
Replace Roofing felt - synthetic	61.07	SQ	\$32.32	\$1,973.78
Replace Ridge cap - composition shingles	229	LF	\$2.97	\$680.13
R & R Roof vent - turtle type - Metal	11	EA	\$50.35	\$553.85
R & R Flashing - pipe jack	6	EA	\$34.87	\$209.22

Roofing total: \$23,427.59

Total for all sections: \$23,427.59

Total: \$23,427.59

Payment is due upon completion to Triad Inc.. Payments made after 30 (thirty) days will be subject to the the lesser of a 1.5% per month interest (18% per annum).

Company Authorized Signature

816-699-9499

9/23/20

Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Ernie McCush ((816) 699-9499, emccush@triadfirst.com) on September 23, 2020. The estimate may be withdrawn if not accepted within 30 days.



September 24, 2020

The City of Moberly
 2002/2004 Highway 24 West
 Moberly, MO 65270

Athletic Complex Roofing:

Bid Summary:	Concession Stand/ Restrooms:	\$14,225
	East Restrooms:	\$ 2,485
	West Restrooms:	\$ 2,485

The total to perform all roof work as directed for bid is \$19,195

Thank you.

Jay Hill
 Beaverson Roofing Service
 Moberly, MO
 660-651-3214



Todd Beaverson
Cell 660.651.9320

Jay Hill
Phone 660.263.9320
Cell 660.651.3214
roofhound@cvalley.net

Tony Beaverson
Cell 660.651.9322
tntbeav@gmail.com

September 24, 2020

The City of Moberly
2002/2004 Highway 24 West
Moberly, MO 65270

Concession Stand/ Restrooms: This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certainteed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

Total Cost: \$14,225

East Restrooms: This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certainteed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

Total Cost: \$2,485

West Restrooms: This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certaineed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

Total Cost: \$2,485

The total to perform all work as stated above is \$19,195

Thank you.

**Jay Hill
Beaverson Roofing Service
Moberly, MO
660-651-3214**

City of Moberly City Council Agenda Summary

Agenda Number: #7.

Department: Public Utilities

Date: October 19, 2020

Agenda Item: Receipt of bids for Sugar Creek Lake Dam Abutment Grouting Project

Summary: Sugar Creek Lake is the drinking water source for the City of Moberly. The dam has experienced seepage through the west abutment for over 37 years. A grouting program in 1980 reduced the leakage rates from around 225 gallons per minute down to less than 20 gallons per minute. Since that time, the seepage rate has progressively increased. The original authorization to execute the work was approved in October 2019. The Engineer’s estimate for the project is \$400,000.

The bid advertisement for a contractor to complete the work was published on Wednesday, September 16th, 2020. The bid opening was rescheduled for October 13th, 2020 at 2pm. During the bid opening, only one bid was received for the Sugar Creek Dam Abutment Grouting project from Drill Tech Drilling and Shoring Inc in the amount of \$448,548.00. Staff recommends the acceptance of this bid and to authorize the work.

Recommended Action: Direct Staff to develop a resolution accepting the bid from Drill Tech Drilling and Shoring Inc.

Fund Name: Capital Improvement Sales Tax Trust

Account Number: 304.000.5502

Available Budget \$: 1,260,500

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

SUGAR CREEK LAKE DAM ABUTMENT GROUTING

CITY OF MOBERLY, MISSOURI

DOCUMENT 001116 - INVITATION TO

#7.

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **2:00 P.M. local time on the 29th Day of September, 2020**, at which time Bids will be publicly opened and read aloud for the project, SUGAR CREEK LAKE DAM ABUTMENT GROUTING, City of Moberly, Missouri.

The work to be done generally consists of a grouting program to mitigate the leakage at the Sugar Creek Lake Dam.

A Bid security in the amount of five percent of the Bidder's maximum Bid Price is required.

Bidding Documents will be distributed on behalf of the City by Jacobs Engineering Group, Inc. Please contact Tobin Lichti at 314.422.3336 or tobin.lichti@jacobs.com to request Bidding Documents

The Owner reserves the right to reject any or all Bids and to waive all informalities not involving price, time or changes in the Work.

A mandatory Pre-Bid Meeting will be held at the Sugar Creek Dam Moberly, MO 65270 at 2:00 P.M. local time on the 24th of September, 2020.

CITY OF MOBERLY
Mary West-Calcano
Director of Utilities

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

DOCUMENT 001116 - INVITATION TO BID

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **2:00 P.M. local time** on the **29th Day of September, 2020**, at which time Bids will be publicly opened and read aloud for the project, SUGAR CREEK LAKE DAM ABUTMENT GROUTING, City of Moberly, Missouri.

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CITY OF MOBERLY

Mary West-Calcagno
Director of Utilities

END OF DOCUMENT 001116

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 10-13-2020

Name

Company

Cona Stachel

City of Moberly

Kay Tallon

" "

Mary Calcagno

" "

Tobin Lichti

Jacobs

Matt Everts

Moberly

Paige Bull

City of Moberly

Bob Ehle

KRTS Radio

CITY OF MOBERLY
Sugar Creek Lake Dam Abutment Grouting Bids
"BID OPENING"

Date: 10-13-2020

Drill Tech Drilling & Shoring Inc \$ 448,548.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

DOCUMENT 004100 - BID FORM

Project Identification: SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY MISSOURI

This Bid is Submitted to: City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Number	Addendum Date
<u>1</u>	<u>9/28/20</u>
<u>2</u>	<u>10/5/20</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

SUGAR CREEK LAKE DAM ABUTMENT GROUTING					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization & Demobilization	Lump Sum	1	\$71,000.00	\$71,000.00
2	Site Clearing	Day	3	\$1250.00	\$3750.00
3	Installation of Monitoring/Flushing Points in Spillway Apron	Lump Sum	1	\$5500.00	\$5500.00
4	Grout Hole Layout / Determination of Ground Surface Elevation at Hole Locations	Lump Sum	1	\$3000.00	\$3000.00
5	Drilling	LF	2125	\$77.00	\$163,625.00
6	Casing Installation	LF	775	\$21.00	\$16,275.00
7	Water Packer Testing	Each	124	\$262.00	\$32,488.00
8	Connection to Holes for Grouting	Each	133	\$245.00	\$32,585.00
9	Grout Pumping Time	Hour	80	\$1015.00	\$81,200.00
10	Cement (Type III) – cost + 10%	94 lbs sack	575	\$15.00	\$8625.00
11	Admixtures – cost + 10%	Lbs or Oz	No Estimate	XX	XX
12	Develop Grout Mix Design	Lump Sum	1	\$5500.00	\$5500.00
13	Computer Aided Monitoring of Grouting and Water Packer Testing	Lump Sum	1	\$25,000.00	\$25,000.00
TOTAL PRICE BASE BID (Use Figures)					\$448,548

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

UNIT PRICE SCHEDULE DEFINITIONS

1. Item 1 - Mobilization & Demobilization: Includes cost of furnishing and bringing onto the site all drilling, water pressure testing, and grouting equipment and all tools and supplies necessary to satisfactorily progress the work, ready to be manned and operational, with an adequate supply of fuel or source of power, lubricants, and spare parts to ensure continuous operation, and removal of same from the site upon completion of the grouting program; for

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

providing an approved, safe means of gaining access to and from the site; and for all site cleanup and restoration activities. It is assumed the drill rig will require transport from the west abutment to the east side of the reservoir for gaining access to the grout holes in front of the spillway.

Payment for this item will be a lump sum price. Sixty (60) percent of the contract lump-sum price for mobilization and demobilization will be made following completion of moving onto the site, including complete assembly, in working order, of all equipment necessary to perform the required drilling and grouting operations. The remaining forty (40) percent of the contract lump sum will be paid when all equipment, tools, and supplies have been removed from the site.

- 2. Item 2 - Site Clearing and Preparation: Includes the cost of all labor, material and equipment required to perform the necessary site clearing and final grading needed to drill the grout holes along the west abutment slopes. The OWNER has provided a cleared path from the County Road to the west abutment of the dam. Contractor will be responsible for any final clearing and grading as necessary to access the grout hole locations.

Payment for this item will be a unit price per day to mobilize and operate construction equipment (including fuel) as necessary to prepare the site for drilling grout holes along the west abutment.

- 3. Item 3 – Installation of Monitoring/Flushing Points in Spillway Floor Slab: Work consists of drilling up to 8 holes through the spillway floor slab and installing short stub-in pipes to be used to flush the spillway underdrain system during grouting operations. The spillway floor slab is anticipated to be 12 inches thick, including the original 6-inch thick slab and a 6-inch thick overlay. The work will also include providing water hose, pigtail lines, pressure gauges, tees, connections, and valves and pumps to perform this work. Upon completion of the grouting program, the flush pipes will be removed and the holes in the spillway floor plugged with a thick grout or concrete as approved by the Owner.

Continual flushing and monitoring of the spillway underdrain system continuously during grouting operations in accordance with the specifications are considered incidental to the work.

The lump sum price to include the cost of all labor, equipment, supplies and materials required to install the flushing system prior to the start of grouting, keep the system functioning properly during grouting, and removal of same upon completion of the grouting program as described above and in the Specifications.

- 4. Item 4 - Grout Hole Layout/Determination of Ground Surface Elevation at Hole Locations: The work consists of laying out the grout holes and determining ground surface elevations at hole locations located along the west abutment prior to start of drilling.

Payment for this item will be a lump sum price such payment to include the cost of all labor and equipment required to layout the grout hole locations and determine ground surface elevations at the hole locations prior to drilling.

- 5. Item 5 – Drilling: Drill holes in accordance with the plans and specifications. Selected drill rig and type must be able to advance through the soil overburden, bedrock (including shale, sandstone, coal and limestone), riprap placed along the upstream face of the spillway weir

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

and concrete footing of the west abutment wall if encountered. The work also includes flushing of holes upon completion of drilling each hole per specifications.

Payment for this item will be per linear foot drilled, including all costs for the setup and drilling of the holes through soils and rock to the designated bottom of hole elevation and to flush out the hole upon completion of drilling. Payment will be made for the total linear footage drilled between the ground surface and the bottom of borehole; hole lengths drilled longer than designated bottom elevation will not be cause for additional compensation unless approved in advance by the Engineer.

- 6. Item 6 - Casing Installation - The work consists of installing 3” diameter thick walled PVC casing (Schedule 80) into the drilled holes, extending from ground surface through the overburden (on west abutment) or riprap (in front of spillway) to the top of rock to keep the holes open for subsequent packer testing and grouting operations. Casings to remain in-place upon completion of grouting operations and be filled with grout, topped off with a dry pack as necessary upon completion of the work, and cut to the required elevation above grade. The cost of labor for casing installation is considered incidental to the cost of drilling the hole.

Payment for this item will be a unit price per linear foot of the permanent casing material installed through the overburden material to the top of rock per specifications prior to the start of grouting.

- 7. Item 7 - Water Packer Testing - Each grout hole will be pressure tested after completion of drilling and flushing of the completed drill hole to get an initial idea of the tightness of the zone to be grouted. Single stage holes will be tested once as described in the Specifications by placing a packer at the top of rock and applying the specified pressure for a duration of 5 minutes. For grout holes drilled on the west abutment, perform single packer tests at nominal 15-foot (elevation) intervals or as directed by the Engineer in the rock for full depth of hole. Pressure testing to be performed in a given grout hole after the hole has been satisfactorily flushed per Specifications.

Payment for this item will be unit price per test performed and accepted by the Engineer. The unit price bid shall include the cost of all labor and equipment to satisfactorily complete the test.

- 8. Item 8 - Connection to Holes Pump Discharge Piping: This work consists of making a hook-up (set-up) connection to a drilled hole for the purpose of grouting the hole per Plans and Specifications. The work will include making all connections between grout hoses and packers, and between the grout pump and agitator, and includes lowering the packer and drill rods down into the drill holes for grouting. The work will also include subsequent disconnection upon completion of grouting. The intent is to provide a hook up for each grout stage as shown on the Plans for a given grout hole location. Each connection, including subsequent disconnection of the grout supply line to a drilled hole acceptably made for the purpose of injecting grout, regardless of the number of times such connections are made per hole or the amount of grout actually injected, provided such connection is in accordance with the specifications and as directed by the Engineer, will be measured as a complete unit.

Payment for this item will be unit price per connection as approved by the Engineer.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

- 9. Item 9 – Grout Pump Time: Measurement of time that the grout pump is used for the expressed purpose of batching and pumping grout into the holes. Measurement for payment for grout pump time will be per hour, or fraction thereof, that the pump is injecting grout with approval of the Engineer. Time will be measured from start of batching to end of pumping as approved by the Engineer.

Payment for this item will be unit price per hour as approved by the Engineer.

- 10. Item 10 - Grout Material, Cement: Measurement for payment for grout material will be per 94-pound bag of Type III cement, including all costs of the grout material and grout additives, including filling the grout hole upon completion, and all logistics to provide the grout to the required location.

- 11. Item 11 – Grout Material, Admixtures: Amount of admixtures used, such as anti-washout agents or high range water reducers, during injection of the grout into the holes will be paid for at cost + 10%, subject to approval by the Engineer. Admixtures shall be provided in an appropriate container packaging from the suppliers. Contractor to make record of quantity of said admixtures used in the grout mix and provide record on a daily basis to the Engineer for approval.

- 12. Item 12 – Develop Grout Mix and Field Testing: Contractor is responsible for designing cementitious grout mixes with different characteristic for controlling grout penetration into the rock mass and resisting wash out per Specifications. To that end, develop and implement a pre-construction trial grout batching and testing program to evaluate and verify the grout properties meet the characteristics designated in the specifications and are appropriate for conditions encountered during the grouting program. Consult with admixture manufacturers and suppliers as necessary to develop the grout mixes for use on the project and during the field trials. Item will also include the sampling and testing of grout on a frequent and regular basis during grouting operations as identified in the Specifications.

Payment for this item will be a lump sum price to include the cost of all labor, material and equipment required to develop the grout mix designs and perform trial batch mixing on-site to test the grout properties prior to commencement of production grouting and performing sampling and testing of the grout during grouting operations per the Specifications.

- 13. Item 13 – Computer Aided Monitoring: Provide analysis of the grouting using qualified personnel and required equipment and software to provide real-time data collection and display monitoring and analysis of the data collected during the grouting operations including type and quantity of specific grout mix used per hole and water and grout flow rates. Computer aided monitoring to be used at all times during the on-going grouting operations.

Payment for this item will be a lump sum price which includes the cost of all labor, material, and equipment required to provide computer aided monitoring at all times during the on-going grouting and packer testing operations.

6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security;
 - B. List of Major Subcontractors;
 - C. Statement of Bidder's Qualifications
 - D. Affidavit of Work Authorization

- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

SUBMITTED on 11/12, 2020.

If Bidder is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

Doing business as _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By : _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Drill Tech Drilling & Shoring, Inc. (SEAL)

State of Incorporation: California

Type: General Business, Professional, Service, Limited Liability

By _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shannon Creson

Title: President

Attest _____
(Signature of Corporate Secretary)

Business address: 2200 Wymore Way
Antioch, CA 94509

Phone No.: (925) 978-2060 FAX No.: (925) 978-2063

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT 004100

UNANIMOUS WRITTEN CONSENT
OF DIRECTORS
TO CORPORATE ACTION

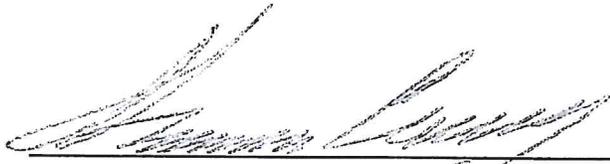
We, the undersigned, are all the members of, and together constitute, the Board of Directors of Drill Tech Drilling & Shoring, Inc. ("the corporation"), and by this writing approve the following resolution and consent to their adoption:

RESOLVED, pursuant to the authority of Section 3 of Article VIII of the corporation's amended and restated bylaws, each of the corporation's officers designated and named below are authorized to enter into any contract or execute any instrument in the name of and on behalf of the corporation and to take such action alone on behalf of the corporation. Such authority is general and is not confined to any specific matter. The corporation's officers are as follows:

- President: Shannon Creson
- Vice President: David Shupe
- Secretary: Thea Shupe
- Treasurer: Ann Creson
- Chief Legal Officer: Scott J. Preble

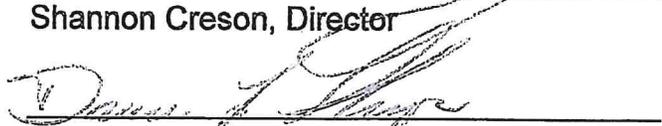
This consent is executed pursuant to California Corporations Code section 307, subdivision (b) and is to be filed with the minutes of the proceedings of the Board of Directors.

Dated: May 20, 2013



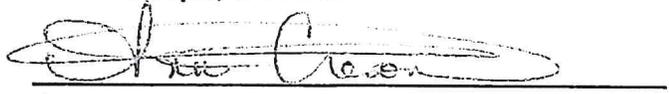
Shannon Creson, Director

Dated: May 20, 2013



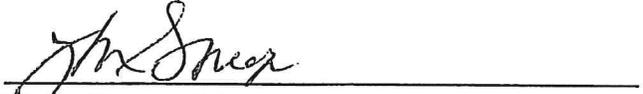
David Shupe, Director

Dated: May 20, 2013



Ann Creson, Director

Dated: May 20, 2013



Thea Shupe, Director

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

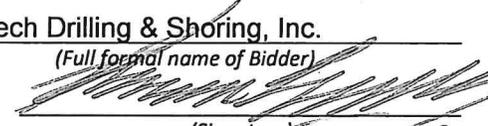
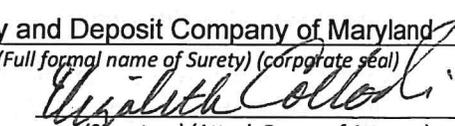
BID BOND

EJCDC® C-430, Bid Bond (Penal Sum Form).
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers.

Bidder Name: Drill Tech Drilling & Shoring, Inc. Address (principal place of business): 2200 Wymore Way Antioch, CA 94509-8548	Surety Name: Fidelity and Deposit Company of MD Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196
Owner Name: City of Moberly, Missouri Address (principal place of business): 101 West Reed Street Moberly, MO 65270	Bid Project (name and location): Sugar Creek Lake Dam Abutment Grouting Bid Due Date: September 29, 2020

Bond
Penal Sum: Five Percent of Amount Bid (5%)
Date of Bond: September 22, 2020

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder Drill Tech Drilling & Shoring, Inc. <small>(Full formal name of Bidder)</small>	Surety Fidelity and Deposit Company of Maryland <small>(Full formal name of Surety) (Corporate Seal)</small>
By:  <small>(Signature)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: Shannon Creson <small>(Printed or typed)</small>	Name: Elizabeth Collodi <small>(Printed or typed)</small>
Title: President <small>(Printed or typed)</small>	Title: Attorney-in-Fact <small>(Printed or typed)</small>
Attest: _____ <small>(Signature)</small>	Attest: _____ <small>(Signature)</small>
Name: _____ <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570) and be authorized to transact business in Missouri.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 25, 2020 before me, Bernadette C. Brooks, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Bernadette Brooks (Seal)

Optional Information

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: Bid Bond

Document Date: 9/22/2020

Number of Pages: 5 (five)

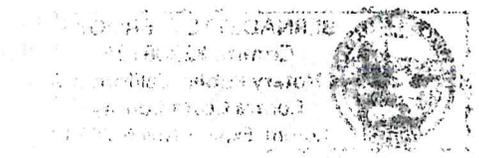
ACKNOWLEDGMENT

I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...

Witness my hand and seal of office this _____ day of _____ 19__.

Notary Public for the State of ...

My commission expires on the _____ day of _____ 19__.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

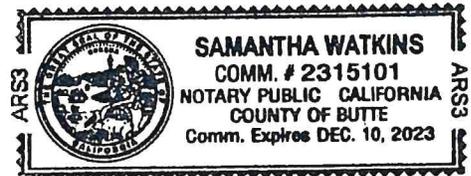
On September 22, 2020 before me, Samantha Watkins, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Samantha Watkins* (Seal)



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, Corey WARD, Deanna QUINTERO, all of Chico, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of February, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of September, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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Brian M. Hodges

By: Brian M. Hodges
Vice President

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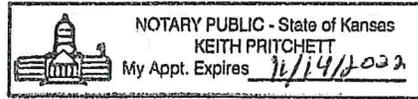
Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

[Handwritten Signature]
Affidavit Signature

Subscribed and sworn to before me this 5th day of October, 20 20.



[Handwritten Signature]
Notary Public

My Commission expires: 11/14/2022



Drilling and Grouting Experience Statement

Introduction: *The Judy Company, Inc, became part of the Drill Tech Drilling & Shoring, Inc in 2019. The experience statement includes projects completed by Judy Company an DTDS. The list is abbreviated to show current and relevant experience. Additional projects can be provided on request.*

Project:

PG&E Helms Penstock Access Tunnel Plug Leakage Control - #17062
2017-2018

Owner:

Pacific Gas & Electric
Owner Contact: Rex Avila P – 559/267-6847 / R3A9@pge.com

General Contractor:

Drill Tech Drilling & Shoring, Inc
Brian Harris & Bennett Hasseldeck P – 925/978-2060 /
brian.harris@drilltechdrilling.com / Bennett.hasseldeck@drilltechdrilling.com

Description:

This subcontract is to be performed outside Shaver Lake, California in the summer and fall of both 2017 and 2018. The project is a tunnel reinforcing project for a PG&E hydroelectric powerhouse system. A portion of this subcontract will be performed during a dewatering outage of PG&E's hydro-electrical system. DTDS will access the "wet-side" tunnels from the "dry-side" through a 32" diameter opening to drill and pressure grout holes for a 25 foot diameter tunnel on the wet-side. Drilling and grouting will also be performed on the "dry-side" of the tunnel. Work during the outage will be under a critical schedule constraint while multiple subcontractors are performing work simultaneously. In the dry-side tunnels, DTDS will be installing 260EA of 8 foot long rock dowels and placing shotcrete reinforcement. Miscellaneous work for the project will be extensive and include chemical contact grouting, installing 2 of 120' extensometers, upgrading the ventilation system to a 42" diameter fanline for several hundred feet, installing several horizontal drains over 100' in length, and various crack repairs in parts of the concrete tunnel liner.

Contract Amount: \$3,830,434

Project:

Caltrain Tunnel Modifications for Electrification Project - #18047
2018-2020

Owner:

The Peninsula Corridor Joint Powers Board
Owner Contact: Liria Larano P- (650) 622-7878 laranol@samtrans.com

General Contractor:

Proven Management, Inc

Ben Pearce P- (415) 583-0775 ben@provenmanagement.com

Description:

Grouting tunnel liner, Notching, Shotcrete, OCS Anchors. 2275 CY injected grout, 32 EA Anchors
Contract Amount: \$19,505,000

Project:

Wolf Creek Dam Gallery and Plaza Grouting
2011 - 2013

Owner:

U.S. Army Corps of Engineers
Nashville District

General Contractor:

The Judy Company, Inc.
8334 Ruby Ave
Kansas City, KS 66111

Contact:

Brook Brosi (270) 343-6067
U.S. Army Corps of Engineers

Description:

Wolf Creek Dam is located on the Cumberland River in south central Kentucky about 10 miles southwest of Jamestown, Kentucky. It is a combination embankment-concrete gravity structure with a total length of 5,736 feet. The dam has a maximum height of 258 feet and has a 3,940-foot-long embankment and 1,800-foot-long concrete section with a gated spillway.

The purpose of the Wolf Creek Dam Gallery and Plaza Grouting project was to construct a temporary water collection and treatment system and multiple grout curtains in the gallery and plaza/switchyard. In both locations, the rock and concrete were water-pressure tested and voids were filled with a balanced, stable grout. All monitoring was performed using an automated computer grouting system. All drilling fluids and waste material were treated and properly disposed in accordance with federal, State of Kentucky and local regulations.

The primary scope of work in the gallery consisted of installing a single row grout curtain, approximately 1,800 feet long, from Monolith 8 to Monolith 37. Due to the small working area of the gallery (i.e., approximately eight feet tall by six feet wide), concrete and rock was drilled using specialized HQ wire-line coring equipment in three-foot core barrels and drill steel.

The primary scope of work in the Plaza consisted of installing a single row grout curtain approximately 600 feet long running parallel with the existing switchyard diaphragm wall. Based on the information obtained, two smaller grout curtains were installed.

Judy Company setup a system of electronic communication using multiple repeaters so pressure testing and grouting data could be transferred from the gallery and plaza to the automated data monitoring system. The Judy Company also designed and developed a down-hole pressure monitoring system to measure "actual" effective pressure. All data were incorporated into the GroutTracker relational database and geographical information system.

The Judy Company is proud to have completed all work with no injuries or accidents, earning a U.S. Army Corps of Engineer's safety award.

The contract value for this project was \$10,800,000

Project:

1692 Chickamauga Lock Replacement
2009 - 2010

Owner:

Tennessee Valley Authority operated by the U.S. Army Corps of Engineers
1101 Market Street
Chattanooga, Tennessee 37402
(423) 751-0011

General Contractor:

C.J. Mahan Construction
3400 Southwest Blvd. PO Box 670
Grove City, Ohio 43213
(614) 875-8200

Contact:

Juan Payne
U.S. Army Corps of Engineers
(423) 779-4303

Description:

The 110' x 600' Chickamauga Lock was constructed by the Nashville District, U.S. Army Corps of Engineers. Chickamauga Lock, which is located 7 miles upstream of Chattanooga, Tennessee.

The work included traditional cellular cofferdam construction for the riverward and downstream sides of the structure. The landward side, however, included pre-cast lift-in sections founded on drilled shafts and filled with tremie and cast-in-place concrete. This lift-in cofferdam wall was integrated into the permanent landward lock wall. The cellular and lift-in cofferdam walls formed a watertight cofferdam system, which was pumped dry and inspected. The cofferdam was constructed on a limestone foundation and included a grout curtain.

The Judy Company installed the grout curtain and strands anchors. The Judy Company provided drawings, assemblies, fabrication, installation and testing of Post-tensioning system for spillway bays 1 through 5. The anchor system consisted of six anchors per bay for a total of 30 units with an average length of 75 ft.

The grout curtain was a 2-line curtain situated along the perimeter of the cofferdam. The grout curtain consisted of 492 planned holes with the addition of numerous tertiary, quaternary and verification core holes.

The contract value for this project was \$4,500,000

Project:
1711 Little Bear Creek Dam Remediation
2009 – 2010

Owner:
Tennessee Valley Authority
1010 River Road
Muscle Shoals, AL 35661-115
(256) 386-7708

General Contractor:
The Judy Company
8334 Ruby Avenue
Kansas City, Kansas 66111

Contact:
Wesley Jaynes
Tennessee Valley Authority
wtjaynes@tva.gov

Description:
Little Bear Creek Dam and Reservoir is a flood control reservoir and recreational area that holds approximately 1,560 acres of water at full pool. It is located 13 miles WSW of Russellville and 9 miles east of Red Bay, in Franklin County, Alabama. The earthen dam is 2425 feet long and 84 feet high.

The spillway on the southern side of the dam is the focus of this grouting project. In 2008, a seep at the lower end of the spillway was discovered. It was flowing at 300 gallons per minute and transporting sediment.

The project consisted of remediating a large void under the north abutment wall and installing a 2-line grout curtain on the northern half of the spillway. The void was remediated by coring 8 holes and backfilling with redi-mix concrete insuring movement of the wall was minimized. The grout curtain consisted of 88 holes that were drilled and grouted to refusal, successfully slowing the seep at the spillway terminus.

The contract value for the project was \$550,000

Project:
1686 Fort Smith Mine Stabilization and Micropile.
Completed 2009

Owner:
Ed Hickman
River Valley Musculoskeletal Center
3501 W.E. Knight Drive
Fort Smith, AR 72903
(479) 709-6702
ehickman@rvortho.com

Description:
Job consisted of drilling and grouting 900 holes through abandon mine workings to stabilize the surface for construction of a medical facility. Vertical and angle drilling was required though

unstable overburden. A total of 3500 CY of sand cement grout was mixed on site and pumped into the mine. Upon completion of the mine backfilling, 225 micropiles with capacities ranging from 100 to 200 kips.

The contract value for this job was \$1,683,800

Project:

1675 Dog River Dam
Aug 08- Oct 08

Owner:

Douglas County Water and Sewer
Douglasville, GA

General Contractor:

ASI Constructors, Inc.
1850 E. Platteville Blvd.
Pueblo West, CO 81007

Description:

Located near Atlanta Georgia, Dog River Dam was rebuilt to raise the elevation of the pool. There was some leakage on the left abutment prior to construction. Project required construction of a grout curtain on the right abutment. Access was only available by barge. It was necessary to use small equipment and transport all material by barge to the work area.

Project:

1641 Pryor Road
Winter 07

Owner:

Missouri Department of Transportation

General Contractor:

Clarkson Construction

Description:

Job consisted of filling old mine workings for construction of a new highway interchange. Barriers were constructed around the perimeter using multiple rows of holes. Then the infill material was placed. Contract required monitoring progress using down hole cameras. A variable slump grout was utilized made from slag cement, Portland cement, bentonite and limestone fines that could be mixed at any slump from 0 to 10" and meet the required strength criteria. Material was mixed on site with volumetric equipment. 6,065 cy were placed.

Final Contract was \$1,145,000

Project:

Amtrak New London CT
Thames River Bridge Rehab
31 Eastern Ave
New London, CT 06320
November 06 – December 07

Owner:

Amtrack

General Contractor:

Cianbro
One Hunnewell Square PO Box 1000
Pittsfield, MA 04967

Contact:

Chet J. Muckenhirn
(203) 773-3184

Description:

The work was to stabilize two bridge piers supporting a draw bridge across the Thames River. Bridge pier had settled as a result of drilling shafts adjacent to the pier during a construction project to change to a lift gate structure. Platforms were constructed and attached to the pier. Our drills were swung onto the platforms with a crane. We drilled thru the decking of the platform to a depth of about 180 feet using dual string drilling techniques. Sleeve pipes were set in each hole with ports from 130 feet to 185 feet. Microfine cement grout was pumped under high pressure into the glacial till. Grout mixing and placing equipment was mounted on a barge located next to the drill platform. The drilling conditions were difficult due the change in material we had to drill through concrete, steel, wood, clay and sand. The project duration was 14 months and it was completed on December 2007. A total of 1 million gallons of grout was placed. Core samples confirmed complete consolidation of the material.

The contract value for this job was \$5,053,134.05

Project:

Elkhead Dam
Craig, CO.
2005

General Contractor:

Ames Construction , Inc.
18450 E. 28th Ave.
Aurora, CO. 80011

Contact:

Robert Gillis
303-363-1000

Description:

Installation of a double row 27,500 foot Grout Curtain.

Project:

Lower Willow Creek Dam
Hall, MT.
2004-2005

Owner:

USDA

10 East Babcock St.
Bozeman, MT. 59715

Contact:
Marsha Harris
406-587-6859

General Contractor:
The Judy Company, Inc.

Description:

This project was the installation of a double row grout curtain approximately two hundred feet long on the left abutment of the Lower Willow Creek dam, owned by the Willow Creek drainage district. The Natural Resources Conservation Service of the USDA oversaw the project. The purpose was to control seepage through a highly fractured zone of colluvium and alluvium that extended 15 feet below the earth fill of the dam. The grout holes extended through this layer 20 feet into the bedrock below the colluvium strata. The bedrock encountered below the colluvium was found to be highly fractured also.

Work began on the project in mid July of 2004. Casing was set using a DK720 drill using a dual string drilling method. Drilling in the foundation was done using down hole water powered hammers. MSRP sleeve ports were used on the down stream primary and secondary holes. This proved to be difficult due primarily to the difficulty in achieving an adequate seal in the lower portions of the earth fill that would allow the casing to be grouted in place. Double packers were used to grout through tam ports in the colluvium and alluvium zone on the down stream curtain. Down stage grouting was used on the tertiary holes and on the up stream curtain. This proved to be a better method. Originally it was anticipated that the grout curtains would be 12 feet apart. This spacing was changed to 5 feet due to the very high grout takes in the down stream curtain. 4856 cubic feet, 1891 sacks was placed in the down stream row, 3447 cubic feet, 1242 sacks were placed in the up stream curtain. This was double the quantity estimated by the NRCS. Grouting was completed on November 24th of 2004. Two piezometers were installed in February of 2005 to monitor water levels up stream and down stream of the curtain.

Project:

New Kentucky Lock
Grand River, KY.
2003

Owner:

U.S. Army Corp of Engineers, Nashville District
POC- Paul Ross, Geologist
Kentucky Lock Resident Office
193 Taylor Park Road
P.O. Box 387
Grand Rivers, KY 42045
Phone: 270-362-2163
Fax: 270-362-9380
Email: Paul.A.Ross@lrm02.usace.army.mil

General Contractor:

C.J. Mahan Construction Co.
P.O. Box 670

Grove City, OH. 43123
Name: Malcolm White
Phone: 614-875-8200

Description:

A new lock is being constructed by the USACE on the landside of an existing lock. To construct the lock it is necessary to install an upstream cofferdam with a three-row grout curtain to allow dewatering of the work area. A duplex system was used to advance casing through overburden to the top of the rock. The anticipated depth to TOR was 50 feet. In some areas casings were drilled to 130' without encountering rock. The specification required water to be used to flush cuttings from the hole. To accomplish this water is powered down the hole hammer was used powered by a high pressure pump. Because of the high grout takes anticipated a bulk grout plant was designed and built to pump on 2 holes concurrently with the ability to use different mixes on each hole. A computerized grouting system is used to monitor the mix, flow and pressure for each stage grouted. Flow meter and pressure transducers are located at each grout hole collar. This information is fed into the control panel and the computer adjusts the pump speed to maintain a steady flow and pressure. The information from the grout plant was also transmitted to the computer monitoring system. Information was monitored by a technician to select and change grout mixes.

Original subcontract was 2,205,443.80 and would have been completed in October 2002. A modification was issued due to a deep valley that cut through the area being treated. The valley was irregular in shape and had undercut rock ledge. Working with the COE we developed a program to treat the area by jet grouting. The jet grouting was completed in partnership with Soletanche.

This project was completed in March 2003 at a contract amount of \$3,243,081.

Project:

Grout Curtain of Dam Foundation
Table Rock Lake, Auxiliary Gated Spillway – Phase II
Taney County, Missouri, DACW03-00-C-0022

Owner:

Department of the Army
Little Rock District, Corps of Engineers
P.O. Box 867/ 700 W. Capitol Ave
Little Rock, Arkansas 72203-0867

POC: Pat Jordan
Phone: 501-324-5604 1419
Fax: 501-324-5265
Email: pat.jordan@usace.army.mil

General Contractor:

Granite Construction Company
P.O. Box 50024
Watsonville, CA 95077-5024
Charles May 831-722-2716
POC Jon Brazeal
Phone: 417-332-0222
Fax: 417-332-0224

Email: jbrazeal@gcinc.com

Description:

The Army Corps of Engineers has issued a \$43.4 million contract to Granite Construction Company of Watsonville, Calif., to construct an auxiliary spillway at Table Rock Dam. Work began this summer /2001/ and to be completed in 2004. The Judy Company is performing foundation drilling and grouting of the tie in sections for Phase II. The contract includes drilling of 56 holes, each ~90 feet deep, pressure testing with double packers and grouting with microfine cement.

Original subcontract was \$135,400 and had 25 holes. Final billing on the project was \$294,331 due to the addition of 29 holes, a second mobilization and deepening some holes. The first portion of the work was completed in 11/01. It was necessary to wait to complete the work until diversion of the road took place. The second portion of the work was completed in October 2003.

Project:

Remedial Grouting of Dam Foundation
Lake Red Rock, Stage II, Des Moines River
Marion County, Iowa DACW25-93-C-0020

Owner:

Rock Island District, Corps of Engineers
Clock Tower Building - P.O. Box 2004
Rock Island, Illinois 61204-2004
Harlen Briggs PE. 309-794-5262

Description:

Red Rock Dam is an earth filled dam 6,000 feet in length and 100 in height constructed in the late 1960's for flood control and recreation. The dam is founded on loosely cemented sandstone with fryable gypsum deposits. The Judy Company performed foundation drilling and grouting during initial construction. A 3-row grout curtain required 100,000 LF of drilling and placement of over 200,000 CF of grout.

During the nearly 30 years of impoundment, the dam foundation has deteriorated in certain areas. The Judy Company completed the Phase I remediation in 1993 and we are engaged in the Phase II remediation. High water and flooding have delayed and increased the cost of the work and unforeseen conditions were encountered in the dam fill and foundation, which required complete modification of remedial procedures. The Judy Company participated in the development of the procedures necessary to complete the work and preserve the security of the structure. We believe this project demonstrates our ability to complete work regardless of the problems that might be encountered.

This project was completed October 28, 1997 at a cost of \$4,932,925.

Project:

Construction of Grouted Cut Off Wall
Glasgow Railroad Embankment DACW41-95-C-0018
Glasgow, Missouri

Owner:

U.S. Army Corps Of Engineers, Kansas City District
700 Federal Building, 601 East 12th St.
Kansas City, Missouri 64106-2896
Mike Daro 816-934-8131

Description:

During the 1993 flood the Missouri River overtopped a levee near Glasgow, Missouri and washed out a mainline railroad embankment and a major state highway leaving a scour 80 feet deep in some locations and over 2,000 feet in length, as well as rerouting the river channel. An emergency contract was issued to restore the railroad embankment and highway embankment using shot rock from a nearby quarry. The contract was successful in restoring highway and rail traffic, however in high river stages, the pervious shot rock embankment would not function as a levy, and flooding would destroy crops and close Highway 240, a vital link for the small rural population.

The Corps of Engineers, Kansas City District contracted with The Judy Company to construct a 6-foot wide curtain 2,200 feet in length through the rubble stone embankment and 5 feet into the underlying sand formations. Much of the stone fill was underwater and subject to water movement during high river stages.

42,000 feet of injection pipes were drilled into place through the rubble stone and into the underlying sand. Microfine cement was used to penetrate the fine voids and consolidate the sand formation. A cement, fly ash, and sand mix with water reducing admix was placed in the stone fill as the injection pipes were withdrawn at a rate calculated to create a curtain 6 foot thick. Thixotropic Stabilizer was injected in variable quantities at the point of injection to control grout flow, prevent washout, and provide refusal as measured by pressure at each stage during withdrawal. 2,600 cubic feet of microfine grout and 6,400 cubic yards (173,000 cubic feet) of controlled set grout was placed. This work was performed at a cost of \$1,600,000. This project was completed February 15, 1996.

Project:

Little Flint Creek Dam
Gentry, Arkansas

General Contractor:

Inquip Assoc, Inc. Eastern Region
P.O. Box 6277
1300 Old Chain Bridge
McLean, VA 22106
Dominique Namy 703-442-0143

Owner:

Southwestern Electric Power Company
P.O. Box 21106
Shreveport, Louisiana 71156
Judson Scott 318-222-2141

Engineer:

Freese and Nichols
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Ron Waters 817-735-7300

Geotechnical Engineer:

Furgo McClelland, Inc.
P.O. Box 740010
Houston, Texas 77270
Bill Elsbury 213-228-5620

Description:

Little Flint Creek Dam impounds cooling water for a SWEPCO coal fired generating plant. The dam is founded on the highly fractured boone chert formation with clay filled solution channels. Leakage through both abutments was in the order of 6,000 gpm. Leakage in the left abutment imperiled the stability of the earth fill dam. To maintain pool level a portion of leakage water was being pumped back in to the lake at a significant cost to the owner.

Repairs were complete under two separate contracts. The first contract included a shallow slurry wall with a grout curtain below the embankment. Casings were installed into the slurry wall during construction. After completion of the slurry wall, holes were advanced into the foundation rock on a controlled closely spaced pattern. Holes were then grouted with quick setting chemical grout. Holes were then re-drilled and grouted with conventional cement grout.

The second contract focused on leakage in a critical area of the left abutment by drilling succeeding patterns of holes on 5-foot centers to intercept the flow paths. Next the holes were thoroughly washed with high pressure jetting equipment to remove and clay and loose material. Fast moving water was then stopped by the injection of a rapid setting chemical grout. Grout set time in the flowing water was controlled from minutes to seconds to create a grout curtain. This was followed by re-drilling and grouting with conventional cement grout.

The use of the chemical grout resulted in considerable saving to the owner because of the greatly reduced volume of material required for the project. The project utilized 7,600 gallons of chemical grout and was completed on September 30, 1994 under budget.

Project:

Rocky Mountain Project
Rome, Georgia

General Contractor:

Power Plant Constructors - MK
P.O. Box 7808
Boise, Idaho 83729
Murray Aarstead 208-386-5735

Owner:

Oglethorpe Power Corporation
2100 East Exchange Place
P.O. Box 1349
Tucker, Georgia 30085-1344

Engineer:

Harza Engineering Company
Sears Tower, 233 South Wacker Drive
Chicago, Illinois 60606-6392
Tim Trout 312-831-3000

Description:

The Rocky Mountain Project is a pumped power facility with elevated storage provided by a dam 2 ½ miles in length. The lower pool provides storage at several elevations with 6 earth dams and a concrete outlet structure with a grouting and drainage gallery. The Judy Company had a \$3,000,000 subcontract to perform foundation drilling and grouting, drill drain holes, perform test drilling, drill instrumentation holes, install rock anchors, and perform other related work. 80,000 feet of drilling was performed on this project of which over 19,000 feet was in confined galleries and drainage adits. To perform the latter drilling we utilized custom-built portable hydraulic rotary drills.

This was a multi-year contract with the crew being increased to multiple shifts when necessary. As is typical on very large construction projects keeping on schedule is critical. We were frequently on the critical path being in the core trench of the dam construction. Our crews achieved every target date set by the general contractor. Our portion of the work was completed April 24, 1994.

Project: Lake Capote

Owner:

Southern Ute Indian Tribe

General Contractor:

Laguna Construction Company, Inc.
7535 2nd Street, NW
Albuquerque, NM 87107

POC: Craig Marshall
Phone: 505-890-5441
Fax: 505-890-5443

Description:

Constructed a Grout Curtain near Durango Colorado from a core trench with 1600 L.F. of drilling. This project was completed in October 2003 at a contract amount of \$136,922.

Project: Lake Waukomis

Owner:

City of Lake Waukomis, Mo

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Waukomis had significant leakage on the right abutment and the leakage was increasing slowly with time. The abutment had limestone layers. The leakage at the weirs measured 352GPM at the start of the project. Due to the flowing water conditions, quick set grout followed by neat cement grout. Sodium silicate with a cement catalyst was used in the high flowing conditions. To control the set time magnetic flow meters and variable speed pumps were used to proportion the mix. The owner chose to terminate the work with an 88 % reduction in the leakage. This project was completed in October 2003 at a contract amount of \$122,769.

Project: Lake Weatherby

Owner:

City of Lake Weatherby, MO

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Weatherby had significant leakage through the left abutment and the leakage was increasing slowly with time. The abutment had a limestone layer and the leakage daylighted in the limestone downstream. The leakage from the abutment measured 595 GPM at the start of the project to 32 GPM. Due to the flowing water conditions, quick set grout followed by neat cement grout. Sodium silicate with a cement catalyst was used in the high flowing conditions. To control the set time magnetic flow meters and variable speed pumps were used to proportion the mix. The owner chose to terminate the work with a 95 % reduction in the leakage.

This project was completed in August 2003 at a contract amount of \$282,924.

Project: Honey Creek Ranch

Owner:

Siegfried Companies, Inc.

General Contractor:

Keck Construction, Inc.
6130 E. 32nd Street, Ste. 116
Tulsa, OK. 74135
POC: Scott Aneshansley
Phone: 918 664-7410

Description:

Honey Creek was a new dam being constructed in Northeast Oklahoma. Our subcontract consisted of consisting a grout curtain in the core trench. At completion the job had 8565 L.F. of drilling and 31,000 cf of grout. The rock formation is the Boone Chert and is very broken creating difficult conditions.

This project was completed in July 2002 at a contract amount of \$578,529.

Project: Lexington Bridge Pier Mine Fill

Owner:

Missouri Department of Transportation

County Road 19
Buena Vista, CO 81211
Phone: 719-395-8625

Fax: 719-395-8847

Description:

One million-dollar subcontract for installation of 262 high capacity anchors in the outlet section of the dam, drilling of drain holes through concrete into foundation rock and drilling and grouting contraction joints. Anchors were installed on a 2:1 sloped surface with a very short time constraint. Using multiple shifts 223 anchors were completed in 44 calendar days under adverse weather conditions. Grouting of the contraction joints consisted of piping installed in the RCC and in holes drilled into the dam joints. Grouting of the joints was a critical item and was done in the winter and very carefully controlled. Grouting was performed by circulating grout through the joints.

This project was completed in May of 2000 at a contract amount of \$957,600.00. Final billing was \$938,166.

Project: Riss Lake

Owner:

Don Julian Buliders
15521 W 110th Street
Lenexa, KS 66215
Phone: 913-894-6300
Fax: 913-894-6321

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Waukomis had significant leakage on the left abutment and the leakage was increasing slowly with time. It was difficult to maintain pool elevation in the summer months. The limestone ridge was over 60' below the embankment and the abutment sloped uphill. Casings were installed to the top of the limestone ridge. Holes that intercepted the leak paths were grouted with sodium silicate grout. Other holes were pressure grouted with neat cement grout. It was found the leakage was the result of many small fissures in the rock and methodical split spacing of holes gradually reduced the leakage to acceptable levels.

Contract was completed in the November '99 at a total contract amount of \$213,000

Project:

new
2011 - 2013

Owner:

new

General Contractor:

new

Description:

New

City of Moberly City Council Agenda Summary

Agenda Number: #8.
 Department: Fire Department
 Date: October 19, 2020

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Accepting A Federal Emergency Management Agency Grant Award For The Purchase Of Air Paks And Cylinders For The Moberly Fire Department And Authorizing The City Manager To Execute A Subaward Agreement.

Summary: Moberly Fire Department has requested funds through the State Homeland Security Program in the amount of \$59,096.00. The funds will be used to replace 8 SCBA (Air Packs) and 12 SCBA bottles that are out of date and cannot be recertified. These units were bought used in 2014. Because of the importance of the life safety factor there is an expiration date on with SCBA's and SCBA bottles. These SCBA units will be used for incidents that require a large or all department call in to handle the incident. Since it is a regional grant the units could go with responding personnel to a large regional incident and be compatible with regional assets.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT AWARD FOR THE PURCHASE OF AIR PAKS AND CYLINDERS FOR THE MOBERLY FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBAWARD AGREEMENT.

WHEREAS, the Moberly Fire Department, through the Mark Twain Regional Council of Governments (“Mark”) made application to the Homeland Security Grant Program, administered by the Federal Emergency Management Agency for grant funds to purchase SCBA Air Paks & Cylinders (“fire equipment”); and

WHEREAS, the city has received notification from Mark of a grant award in the amount of Fifty Nine Thousand and Ninety-Six Dollars (\$59,096.00) for the purchase of the fire equipment during the period of 9/1/2020 to 8/31/20 which requires the execution of the Subaward Agreement attached hereto; and

WHEREAS, city staff recommends the acceptance of the grant award and the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED this 19th day of October, 2020, by the City of Moberly, Missouri, that the FEMA grant award is accepted; and

BE IT FURTHER RESOLVED, that the City Manager of Moberly, Missouri is hereby authorized to execute and submit the Subaward Agreement on behalf of the City and take such other and further actions as may be necessary to successfully obtain the grant funds.

Presiding Officer

DATE: _____

ATTEST: _____
City Clerk



SUBAWARD AGREEMENT

DATE 09/28/2020	
FEDERAL IDENTIFICATION NUMBER 43-6002348	OHS CONTROL NUMBER 03-05
DUNS NUMBER 080020845	

SUBRECIPIENT NAME City of Moberly Fire Department	
ADDRESS 310 N. Clark St.	
CITY Moberly	STATE Missouri
ZIP CODE 65270	
TOTAL AMOUNT OF THE FEDERAL AWARD \$59,096.00	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$59,096.00
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$59,096.00	TOTAL APPROVED COST SHARING OR MATCHING N/A
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2022
FEDERAL AWARD DATE September 1, 2020	
PROJECT TITLE City of Moberly SCBA Air Paks & Cylinders	
FUNDED BY FY 2020 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY FEMA	PASS THROUGH ENTITY Mark Twain Regional Council of Governments
IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement

CONTACT INFORMATION

AWARDING AGENCY GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Devyn Campbell		NAME Jerry Washam	
E-MAIL ADDRESS campbellcog@rallstech.com		ADDRESS (If different from above) 310 N. Clark St.	
TELEPHONE 573-565-2203		CITY, STATE AND ZIP CODE Moberly, MO 65270	
PROGRAM MANAGER Devyn Campbell		TELEPHONE 660-353-0368	E-MAIL ADDRESS jwasham@moberlypd.com

SUMMARY DESCRIPTION OF PROJECT

The Moberly Fire Department is one of only four career departments in the Region with 25 members. Each member has their NIMS, Firefighter I and II, and the Hazardous Material Operations. We currently have 11 SCBA and 14 bottles that have, or will be reaching the end of live expiration. We are requesting funds to replace 8 SCBA and 12 bottles. The SCBA paks and bottles will be place on our frontline apparatus. Which there is no funding at this time.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF AWARDOING AGENCY OFFICIAL Cindy Hultz, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Brian Crane, City Manager	
SIGNATURE OF APPROVING AGENCY OFFICIAL 	DATE 9-28-20	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2020 State Homeland Security Grant Program	SUBRECIPIENT City of Moberly Fire Department
AWARD NUMBER EMW-2020-SS-00051-03-11	DATE 09/28/2020

SUBAWARD AGREEMENT
ARTICLES OF AGREEMENT

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GRANT PROGRAM FY 2020 State Homeland Security Grant Program	SUBRECIPIENT City of Moberly Fire Department
AWARD NUMBER EMW-2020-SS-00051-03-11	DATE 09/28/2020

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Article I – Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

GRANT PROGRAM FY 2020 State Homeland Security Grant Program	SUBRECIPIENT City of Moberly Fire Department
AWARD NUMBER EMW-2020-SS-00051-03-11	DATE 09/28/2020

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Article VIII – Rehabilitation act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

GRANT PROGRAM FY 2020 State Homeland Security Grant Program	SUBRECIPIENT City of Moberly Fire Department
AWARD NUMBER EMW-2020-SS-00051-03-11	DATE 09/28/2020

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Article XV –Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX– Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX- Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX
Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

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subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

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- 17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
- 18. Purchases from a single feasible source must have prior approval from the OHS.
- 19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

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Article XLII - Special Conditions

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Article XLIII Mark Twain Regional COG Specific Acknowledgements and Assurances

City of Moberly City Council Agenda Summary

Agenda Number: _____ #9.
 Department: Administration
 Date: October 19, 2020

Agenda Item: A Resolution appointing Cora Woodin as the Interim City Clerk.

Summary: City Clerk Kay Galloway announced her retirement effective November 1, 2020. The City Code (2-194) provides that if the City Clerk is unable to perform the duties of the office then the Deputy City Clerk shall perform those duties. Cora Woodin is the Deputy City Clerk and is able to serve as the Interim City Clerk until a replacement for Kay can be found.

Recommended

Action: To pass the Resolution at the October 19th council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

**A RESOLUTION APPOINTING CORA WOODIN AS INTERIM CITY CLERK
EFFECTIVE NOVEMBER 2, 2020.**

WHEREAS, the Moberly City Clerk, Kay Galloway, has submitted her resignation effective November 1, 2020; and

WHEREAS, Section 2-194 of the Moberly City Code provides that in the event the City Clerk is not able to perform the duties of the office that the Deputy City Clerk shall perform the duties of the regular clerk; and

WHEREAS, Cora Woodin is the duly appointed Deputy City Clerk is able and ready to discharge the regular duties of the City Clerk office until such time as a permanent City Clerk is found.

NOW, THEREFORE, the City of Moberly hereby appoints Cora Woodin as Interim City Clerk until such time as the permanent regular City Clerk is found.

RESOLVED this 19th day of October, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #10.
 Department: Community Development
 Date: October 19, 2020

Agenda Item: A Resolution Accepting A Quit Claim Deed From Ryan Holliger For Real Estate Located At 12 Windsor Place.

Summary: A quit claim deed for 12 Windsor Pl. with Ryan Holliger giving the property to the City of Moberly the structure is condemned and signed up for CDBG Grant program. Attached is the quit claim deed.

Staff recommends approval of this.

Recommended Action: Direct staff to bring forward to the October 19, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM RYAN HOLLIGER FOR REAL ESTATE LOCATED AT 12 WINDSOR PLACE.

WHEREAS, Ryan Holliger owns real estate described as part of Lot Eleven (11) of Perry’s Addition to Moberly, Missouri located at 12 Windsor Place; and

WHEREAS, the structure located on said property has been condemned by the city is no longer habitable and Mr. Holliger has agreed to convey the property to the city; and

WHEREAS, attached hereto is a proposed Quit Claim Deed conveying the property to the city.

NOW, THEREFORE, the Moberly, Missouri, City Council authorizes the City Manager to accept a Quit Claim Deed from Ryan Holliger for property located in Lot Eleven of Perry’s Addition to Moberly on behalf of the city.

RESOLVED this 19th day of October, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

QUIT-CLAIM DEED

THIS INDENTURE, made on the 2 day of October, 2020 by and between

RYAN HOLLIGER, a single person, GRANTOR
party of the first part and

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE
101 West Reed Street, Moberly, Missouri 65270
County of Randolph, State of Missouri, party of the second part

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

The North 25 feet of the following described real estate: Begin at the Northwest corner of the North 52 feet of the South 204 ½ feet of Lot Eleven (11) Perry's Addition to Moberly, Missouri, thence East 80 feet, thence South 50 feet, thence West 80 feet, thence North 50 feet to point of beginning, being a part of Lot Eleven (11) Perry's Addition to Moberly, Missouri. All of the South 52 feet of the North 208 feet of Lot Eleven (11) Perry's Addition to the City of Moberly, Missouri. Begin at a point 208 feet South of the Northeast corner of Lot Eleven (11) Perry's Addition to Moberly, Missouri and run North 84 degrees East 65 feet, thence North 104 feet, thence South 84 degrees West 65 feet, thence South 104 feet to beginning and adjoining said Lot Eleven (11) Perry's Addition to Moberly, Missouri or more commonly known as 12 Windsor Place, Moberly, Missouri..

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever,

City of Moberly City Council Agenda Summary

Agenda Number: #11.

Department: Public Utilities

Date: October 19, 2020

Agenda Item: A Resolution Authorizing The City Manager To Execute An Amendment To Financial Services Agreement With Piper Sandler & Co.

Summary: The City of Moberly entered a financial service agreement with Piper Jaffray & Co. on February 17th, 2017 to serve as our mutual agreement with respect to terms and conditions of our engagement as our financial services provider for the planned issuance of our Combined Water and Sewer Revenue Bonds and any additional issues to be identified in an amendment to the agreement. Now they are doing business as Piper Sandler & Co. and we are requesting an extension of the term by 3 years to end on December 31st, 2023 to include all issues from the revenue bonds that were approved at the June 2nd, 2020 election. No expenses are incurred for the service until the bonds are issued, then fees will be part of the bond issuance costs, depending on the source of funds.

Recommended

Action: Direct staff to approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO FINANCIAL SERVICES AGREEMENT WITH PIPER SANDLER & CO.

WHEREAS, on January 17, 2017, the City of Moberly entered into a Financial Services Agreement (“the Agreement”) with Piper Jaffray & Co. to provide services for bond issuances until December 31, 2020; and

WHEREAS, Piper Jaffray & Co., a Delaware Corporation changed its name in the State of Delaware on January 3, 2020 to Piper Sandler & Co., (“Piper”) and said change of name was accepted by the Missouri Secretary of State on February 10, 2020; and

WHEREAS, city staff and Piper have negotiated an amendment to the Agreement, a copy of which is attached hereto which provides for Piper to continue to provide financial services to the city for any potential bond issues for a three year term ending on December 31, 2023.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the attached Amendment to Financial Services Agreement and to take such other action as is reasonably necessary to effectuate the terms of said Agreement.

RESOLVED this 19th day of October, 2020 by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

PiperJaffray

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into the 17th day of January, 2017 by and between City of Moberly, Missouri (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's Combined Water and Sewer Revenue Bonds (the Issue) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum. ,
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
8. Attend meetings of the Client's governing body, as requested
9. Advise the Client on the manner of sale of the Issue
10. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
11. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent, if directed.
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal Participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
16. Respond to questions from underwriters
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers

18. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
19. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
20. Prepare a closing memorandum or transaction summary
21. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
22. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
23. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
24. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
25. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
26. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

For Services Respecting Official Statement. Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Piper Jaffray will be compensated on a contingent basis from bond proceeds at closing. For bonds issued through the SRF Program, the financial advisor fee shall be \$20,000 and include all travel and out-of-pocket expenses. For any bond issue complete outside the SRF Program, a fee shall be mutually agreed to once the scope, amount and structure of such bond issue is determined.

We will not charge the City any fee for general consulting advice between bond issues. We are glad to be a resource to our clients and routinely provide bond related information that is helpful to our clients. In addition, we will not charge any fee for preliminary debt calculations, outstanding bond issue spreadsheets, feasibility calculations or other general information.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper

¹ See MSRB Rule G-42(c)(v).

Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if out-of-state travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2020.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. [language intentionally removed]

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Moberly
101 West Reed
Moberly, MO 65720

Greg Hodge, Finance Director

660-269-7637
greggh@cityofmoberly.com

Or to the Financial Services Provider at:

Piper Jaffray & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy, Managing Director
913-345-3373
a.t.goffoy@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Greg Hodge, Finance Director

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.



By: _____
Todd Goffoy
Its: Managing Director
Date: January 17, 2017

ACCEPTED AND AGREED:

CITY OF MOBERLY

By:  _____
Brian Crane
Its: City Manager
Date: 1-17-17

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary

events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This First Amendment to Financial Services Agreement, is entered into the _____ day of _____, 2020, by and between the City of Moberly, Missouri (the Issuer), and Piper Jaffray & Co., now doing business as Piper Sandler & Co. (the Financial Services Provider).

RECITALS

WHEREAS, the Issuer and the Financial Services Provider entered into a Financial Services Agreement dated as January 17, 2017 (the "Agreement") and

WHEREAS, the Issuer desires to amend the Agreement to specifically include all issues from the revenue bonds approved at the June 2, 2020 election and

NOW THEREFORE, the parties agree as follows:

An extension of the term by 3 years to end on December 31, 2023.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Financial Services Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

ISSUER

By: _____
Name:
Its:

PIPER SANDLER & CO.



By: _____
Name: Todd Goffoy
Its: Managing Director

PiperJaffray

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into the 17th day of February, 2017 by and between City of Moberly, Missouri (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. **Scope of Services.**

(A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's Combined Water and Sewer Revenue Bonds (the Issue) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum. ,
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
8. Attend meetings of the Client's governing body, as requested
9. Advise the Client on the manner of sale of the Issue
10. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
11. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent, if directed.
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal Participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
16. Respond to questions from underwriters
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers

18. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
19. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
20. Prepare a closing memorandum or transaction summary
21. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
22. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
23. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
24. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
25. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
26. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

For Services Respecting Official Statement. Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

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We will not charge the City any fee for general consulting advice between bond issues. We are glad to be a resource to our clients and routinely provide bond related information that is helpful to our clients. In addition, we will not charge any fee for preliminary debt calculations, outstanding bond issue spreadsheets, feasibility calculations or other general information.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper

¹ See MSRB Rule G-42(c)(v).

Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if out-of-state travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2020.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray’s Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client’s election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray’s fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. [language intentionally removed]

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the Client at:

City of Moberly
101 West Reed
Moberly, MO 65720

Greg Hodge, Finance Director

660-269-7637
greggh@cityofmoberly.com

Or to the Financial Services Provider at:

Piper Jaffray & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy, Managing Director
913-345-3373
a.t.goffoy@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Greg Hodge, Finance Director

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.



By: _____
Todd Goffoy
Its: Managing Director
Date: February 17, 2017

ACCEPTED AND AGREED:

CITY OF MOBERLY

By: _____
Brian Crane
Its: City Manager
Date: _____

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary

events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

City of Moberly City Council Agenda Summary

Agenda Number: #12.
 Department: Public Utilities
 Date: October 19, 2020

Agenda Item: A Resolution Accepting The Bid Of Drill Tech Drilling & Shoring, Inc., And Authorizing Contracting With Drill Tech Drilling & Shoring, Inc., For The Sugar Creek Lake Dam Abutment Grouting Project.

Summary: The bid advertisement for a contractor to complete the work was published Wednesday, September 16th, 2020 in the Moberly, Monitor index. At the potential contractors' request and engineer's recommendation, we have extended the bid opening to October 8th, 2020.

Drill Tech Drilling & Shoring Inc was the only bidder for the Sugar Creek Lake Dam Abutment Grouting Project for a total amount of \$448,548.00.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Sales Tax Trust

Account Number: 304.000.5502

Available Budget \$: \$1,260,500

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF DRILL TECH DRILLING & SHORING, INC., AND AUTHORIZING CONTRACTING WITH DRILL TECH DRILLING & SHORING, INC., FOR THE SUGAR CREEK LAKE DAM ABUTMENT GROUTING PROJECT.

WHEREAS, an advertisement for bids for the Sugar Creek Lake Dam Abutment Grouting project was published on September 16, 2020; and

WHEREAS, the bid opening took place on October 13, 2020, with one bid being received from Drill Tech Drilling & Shoring, Inc., (“Drill Tech”) in the total amount of Four Hundred and Forty-Eight Thousand, Five Hundred and Forty-Eight Dollars (\$448,548.00); and

WHEREAS, Drill Tech is a California Corporation registered to do business in the State of Missouri as a foreign corporation in good standing whose bid satisfied all bidding requirements and is good form; and

WHEREAS, staff recommends acceptance of the bid and authority to contract for the proposed project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the City Manager to execute a contract with Drill Tech in the amount of \$448,548.00 for the Sugar Creek Lake Dam Abutment Grouting project.

RESOLVED this 19th day of October, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

CITY OF MOBERLY
Sugar Creek Lake Dam Abutment Grouting Bids
"BID OPENING"

Date: 10-13-2020

Drill Tech Drilling & Shoring Inc \$ 448,548.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

October 16, 2020

Attention: Mary West-Calcagno
Director of Public Utilities
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270

Project Name: Sugar Creek Dam Abutment Grouting
Project Number: C5X55922

Subject: Engineers Bid Recommendation

Dear Mary

Jacobs is recommending that the City of Moberly accept the bid from Drill Tech Drilling and Shoring, Inc. in the amount of \$448,548 for the Sugar Creek Lake Dam Abutment Grouting project. We reviewed the bid and Drill Tech's qualifications and determined that they meet the requirements set out in the bid documents.

Attached are the Notice of Award and the Agreement. We will send Drill Tech the Notice of Award along with three copies of the unsigned Agreement for them to execute and send back to the City for signature.

Please let me know if you have any questions or need more information.

Yours sincerely



Tobin Lichti
Project Manager
314.422.3336
Tobin.Lichti@Jacobs.com

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

DOCUMENT 004100 - BID FORM

Project Identification: SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY MISSOURI

This Bid is Submitted to: City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Number	Addendum Date
<u>1</u>	<u>9/28/20</u>
<u>2</u>	<u>10/5/20</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

SUGAR CREEK LAKE DAM ABUTMENT GROUTING					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization & Demobilization	Lump Sum	1	\$71,000.00	\$71,000.00
2	Site Clearing	Day	3	\$1250.00	\$3750.00
3	Installation of Monitoring/Flushing Points in Spillway Apron	Lump Sum	1	\$5500.00	\$5500.00
4	Grout Hole Layout / Determination of Ground Surface Elevation at Hole Locations	Lump Sum	1	\$3000.00	\$3000.00
5	Drilling	LF	2125	\$77.00	\$163,625.00
6	Casing Installation	LF	775	\$21.00	\$16,275.00
7	Water Packer Testing	Each	124	\$262.00	\$32,488.00
8	Connection to Holes for Grouting	Each	133	\$245.00	\$32,585.00
9	Grout Pumping Time	Hour	80	\$1015.00	\$81,200.00
10	Cement (Type III) – cost + 10%	94 lbs sack	575	\$15.00	\$8625.00
11	Admixtures – cost + 10%	Lbs or Oz	No Estimate	XX	XX
12	Develop Grout Mix Design	Lump Sum	1	\$5500.00	\$5500.00
13	Computer Aided Monitoring of Grouting and Water Packer Testing	Lump Sum	1	\$25,000.00	\$25,000.00
TOTAL PRICE BASE BID (Use Figures)					\$448,548

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

UNIT PRICE SCHEDULE DEFINITIONS

1. Item 1 - Mobilization & Demobilization: Includes cost of furnishing and bringing onto the site all drilling, water pressure testing, and grouting equipment and all tools and supplies necessary to satisfactorily progress the work, ready to be manned and operational, with an adequate supply of fuel or source of power, lubricants, and spare parts to ensure continuous operation, and removal of same from the site upon completion of the grouting program; for

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

providing an approved, safe means of gaining access to and from the site; and for all site cleanup and restoration activities. It is assumed the drill rig will require transport from the west abutment to the east side of the reservoir for gaining access to the grout holes in front of the spillway.

Payment for this item will be a lump sum price. Sixty (60) percent of the contract lump-sum price for mobilization and demobilization will be made following completion of moving onto the site, including complete assembly, in working order, of all equipment necessary to perform the required drilling and grouting operations. The remaining forty (40) percent of the contract lump sum will be paid when all equipment, tools, and supplies have been removed from the site.

2. Item 2 - Site Clearing and Preparation: Includes the cost of all labor, material and equipment required to perform the necessary site clearing and final grading needed to drill the grout holes along the west abutment slopes. The OWNER has provided a cleared path from the County Road to the west abutment of the dam. Contractor will be responsible for any final clearing and grading as necessary to access the grout hole locations.

Payment for this item will be a unit price per day to mobilize and operate construction equipment (including fuel) as necessary to prepare the site for drilling grout holes along the west abutment.

3. Item 3 – Installation of Monitoring/Flushing Points in Spillway Floor Slab: Work consists of drilling up to 8 holes through the spillway floor slab and installing short stub-in pipes to be used to flush the spillway underdrain system during grouting operations. The spillway floor slab is anticipated to be 12 inches thick, including the original 6-inch thick slab and a 6-inch thick overlay. The work will also include providing water hose, pigtail lines, pressure gauges, tees, connections, and valves and pumps to perform this work. Upon completion of the grouting program, the flush pipes will be removed and the holes in the spillway floor plugged with a thick grout or concrete as approved by the Owner.

Continual flushing and monitoring of the spillway underdrain system continuously during grouting operations in accordance with the specifications are considered incidental to the work.

The lump sum price to include the cost of all labor, equipment, supplies and materials required to install the flushing system prior to the start of grouting, keep the system functioning properly during grouting, and removal of same upon completion of the grouting program as described above and in the Specifications.

4. Item 4 - Grout Hole Layout/Determination of Ground Surface Elevation at Hole Locations: The work consists of laying out the grout holes and determining ground surface elevations at hole locations located along the west abutment prior to start of drilling.

Payment for this item will be a lump sum price such payment to include the cost of all labor and equipment required to layout the grout hole locations and determine ground surface elevations at the hole locations prior to drilling.

5. Item 5 – Drilling: Drill holes in accordance with the plans and specifications. Selected drill rig and type must be able to advance through the soil overburden, bedrock (including shale, sandstone, coal and limestone), riprap placed along the upstream face of the spillway weir

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

and concrete footing of the west abutment wall if encountered. The work also includes flushing of holes upon completion of drilling each hole per specifications.

Payment for this item will be per linear foot drilled, including all costs for the setup and drilling of the holes through soils and rock to the designated bottom of hole elevation and to flush out the hole upon completion of drilling. Payment will be made for the total linear footage drilled between the ground surface and the bottom of borehole; hole lengths drilled longer than designated bottom elevation will not be cause for additional compensation unless approved in advance by the Engineer.

6. Item 6 - Casing Installation - The work consists of installing 3" diameter thick walled PVC casing (Schedule 80) into the drilled holes, extending from ground surface through the overburden (on west abutment) or riprap (in front of spillway) to the top of rock to keep the holes open for subsequent packer testing and grouting operations. Casings to remain in-place upon completion of grouting operations and be filled with grout, topped off with a dry pack as necessary upon completion of the work, and cut to the required elevation above grade. The cost of labor for casing installation is considered incidental to the cost of drilling the hole.

Payment for this item will be a unit price per linear foot of the permanent casing material installed through the overburden material to the top of rock per specifications prior to the start of grouting.

7. Item 7 - Water Packer Testing - Each grout hole will be pressure tested after completion of drilling and flushing of the completed drill hole to get an initial idea of the tightness of the zone to be grouted. Single stage holes will be tested once as described in the Specifications by placing a packer at the top of rock and applying the specified pressure for a duration of 5 minutes. For grout holes drilled on the west abutment, perform single packer tests at nominal 15-foot (elevation) intervals or as directed by the Engineer in the rock for full depth of hole. Pressure testing to be performed in a given grout hole after the hole has been satisfactorily flushed per Specifications.

Payment for this item will be unit price per test performed and accepted by the Engineer. The unit price bid shall include the cost of all labor and equipment to satisfactorily complete the test.

8. Item 8 - Connection to Holes Pump Discharge Piping: This work consists of making a hook-up (set-up) connection to a drilled hole for the purpose of grouting the hole per Plans and Specifications. The work will include making all connections between grout hoses and packers, and between the grout pump and agitator, and includes lowering the packer and drill rods down into the drill holes for grouting. The work will also include subsequent disconnection upon completion of grouting. The intent is to provide a hook up for each grout stage as shown on the Plans for a given grout hole location. Each connection, including subsequent disconnection of the grout supply line to a drilled hole acceptably made for the purpose of injecting grout, regardless of the number of times such connections are made per hole or the amount of grout actually injected, provided such connection is in accordance with the specifications and as directed by the Engineer, will be measured as a complete unit.

Payment for this item will be unit price per connection as approved by the Engineer.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

- 9. Item 9 – Grout Pump Time: Measurement of time that the grout pump is used for the expressed purpose of batching and pumping grout into the holes. Measurement for payment for grout pump time will be per hour, or fraction thereof, that the pump is injecting grout with approval of the Engineer. Time will be measured from start of batching to end of pumping as approved by the Engineer.

Payment for this item will be unit price per hour as approved by the Engineer.

- 10. Item 10 - Grout Material, Cement: Measurement for payment for grout material will be per 94-pound bag of Type III cement, including all costs of the grout material and grout additives, including filling the grout hole upon completion, and all logistics to provide the grout to the required location.

- 11. Item 11 – Grout Material, Admixtures: Amount of admixtures used, such as anti-washout agents or high range water reducers, during injection of the grout into the holes will be paid for at cost + 10%, subject to approval by the Engineer. Admixtures shall be provided in an appropriate container packaging from the suppliers. Contractor to make record of quantity of said admixtures used in the grout mix and provide record on a daily basis to the Engineer for approval.

- 12. Item 12 – Develop Grout Mix and Field Testing: Contractor is responsible for designing cementitious grout mixes with different characteristic for controlling grout penetration into the rock mass and resisting wash out per Specifications. To that end, develop and implement a pre-construction trial grout batching and testing program to evaluate and verify the grout properties meet the characteristics designated in the specifications and are appropriate for conditions encountered during the grouting program. Consult with admixture manufacturers and suppliers as necessary to develop the grout mixes for use on the project and during the field trials. Item will also include the sampling and testing of grout on a frequent and regular basis during grouting operations as identified in the Specifications.

Payment for this item will be a lump sum price to include the cost of all labor, material and equipment required to develop the grout mix designs and perform trial batch mixing on-site to test the grout properties prior to commencement of production grouting and performing sampling and testing of the grout during grouting operations per the Specifications.

- 13. Item 13 – Computer Aided Monitoring: Provide analysis of the grouting using qualified personnel and required equipment and software to provide real-time data collection and display monitoring and analysis of the data collected during the grouting operations including type and quantity of specific grout mix used per hole and water and grout flow rates. Computer aided monitoring to be used at all times during the on-going grouting operations.

Payment for this item will be a lump sum price which includes the cost of all labor, material, and equipment required to provide computer aided monitoring at all times during the on-going grouting and packer testing operations.

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security;
 - B. List of Major Subcontractors;
 - C. Statement of Bidder's Qualifications
 - D. Affidavit of Work Authorization

- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

SUBMITTED on 11/12, 2020.

If Bidder is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

Doing business as _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By : _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Drill Tech Drilling & Shoring, Inc. (SEAL)

State of Incorporation: California

Type: General Business, Professional, Service, Limited Liability

By _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shannon Creson

Title: President

Attest _____
(Signature of Corporate Secretary)

Business address: 2200 Wymore Way
Antioch, CA 94509

Phone No.: (925) 978-2060 FAX No.: (925) 978-2063

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT 004100

UNANIMOUS WRITTEN CONSENT
OF DIRECTORS
TO CORPORATE ACTION

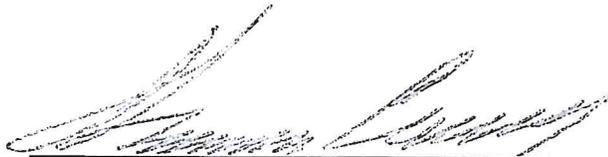
We, the undersigned, are all the members of, and together constitute, the Board of Directors of Drill Tech Drilling & Shoring, Inc. ("the corporation"), and by this writing approve the following resolution and consent to their adoption:

RESOLVED, pursuant to the authority of Section 3 of Article VIII of the corporation's amended and restated bylaws, each of the corporation's officers designated and named below are authorized to enter into any contract or execute any instrument in the name of and on behalf of the corporation and to take such action alone on behalf of the corporation. Such authority is general and is not confined to any specific matter. The corporation's officers are as follows:

- President: Shannon Creson
- Vice President: David Shupe
- Secretary: Thea Shupe
- Treasurer: Ann Creson
- Chief Legal Officer: Scott J. Preble

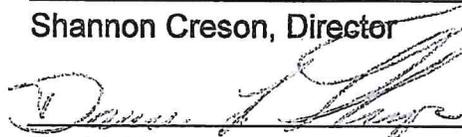
This consent is executed pursuant to California Corporations Code section 307, subdivision (b) and is to be filed with the minutes of the proceedings of the Board of Directors.

Dated: May 20, 2013



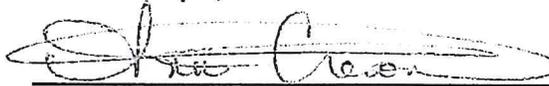
Shannon Creson, Director

Dated: May 20, 2013



David Shupe, Director

Dated: May 20, 2013



Ann Creson, Director

Dated: May 20, 2013



Thea Shupe, Director

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

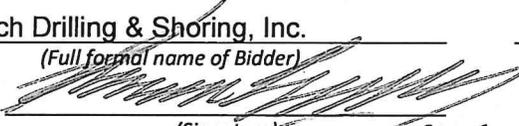
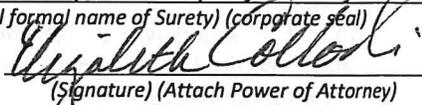
BID BOND

EJCDC® C-430, Bid Bond (Penal Sum Form).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers.

Bidder Name: Drill Tech Drilling & Shoring, Inc. Address (principal place of business): 2200 Wymore Way Antioch, CA 94509-8548	Surety Name: Fidelity and Deposit Company of MD Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196
Owner Name: City of Moberly, Missouri Address (principal place of business): 101 West Reed Street Moberly, MO 65270	Bid Project (name and location): Sugar Creek Lake Dam Abutment Grouting Bid Due Date: September 29, 2020

Bond
Penal Sum: Five Percent of Amount Bid (5%)
Date of Bond: September 22, 2020

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Drill Tech Drilling & Shoring, Inc.	Fidelity and Deposit Company of Maryland
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: 	By: 
<i>(Signature)</i>	<i>(Signature) (Attach Power of Attorney)</i>
Name: Shannon Creson 9.25.20	Name: Elizabeth Collodi
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: President	Title: Attorney-in-Fact
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570) and be authorized to transact business in Missouri.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 25, 2020 before me, Bernadette C. Brooks, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Bernadette Brooks (Seal)

Optional Information

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: Bid Bond

Document Date: 9/22/2020

Number of Pages: 5 (five)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

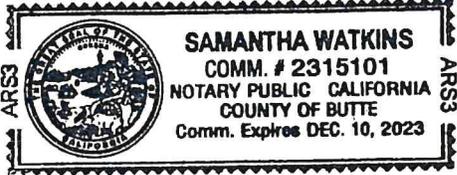
On September 22, 2020 before me, Samantha Watkins, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Samantha Watkins* (Seal)



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, Corey WARD, Deanna QUINTERO, all of Chico, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of February, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of September, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

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Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

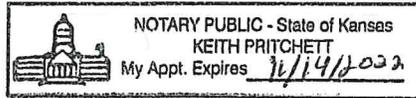
Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

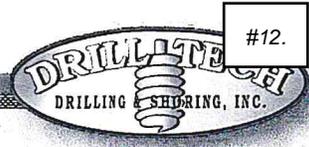
[Handwritten Signature]
Affidavit Signature

Subscribed and sworn to before me this 5th day of October, 20 20.



[Handwritten Signature]
Notary Public

My Commission expires: 11/14/2022



Drilling and Grouting Experience Statement

Introduction: *The Judy Company, Inc, became part of the Drill Tech Drilling & Shoring, Inc in 2019. The experience statement includes projects completed by Judy Company an DTDS. The list is abbreviated to show current and relevant experience. Additional projects can be provided on request.*

Project:
PG&E Helms Penstock Access Tunnel Plug Leakage Control - #17062
2017-2018

Owner:
Pacific Gas & Electric
Owner Contact: Rex Avila P – 559/267-6847 / R3A9@pge.com

General Contractor:
Drill Tech Drilling & Shoring, Inc
Brian Harris & Bennett Hasseldeck P – 925/978-2060 /
brian.harris@drilltechdrilling.com / Bennett.hasseldeck@drilltechdrilling.com

Description:
This subcontract is to be performed outside Shaver Lake, California in the summer and fall of both 2017 and 2018. The project is a tunnel reinforcing project for a PG&E hydroelectric powerhouse system. A portion of this subcontract will be performed during a dewatering outage of PG&E's hydro-electrical system. DTDS will access the "wet-side" tunnels from the "dry-side" through a 32" diameter opening to drill and pressure grout holes for a 25 foot diameter tunnel on the wet-side. Drilling and grouting will also be performed on the "dry-side" of the tunnel. Work during the outage will be under a critical schedule constraint while multiple subcontractors are performing work simultaneously. In the dry-side tunnels, DTDS will be installing 260EA of 8 foot long rock dowels and placing shotcrete reinforcement. Miscellaneous work for the project will be extensive and include chemical contact grouting, installing 2 of 120' extensometers, upgrading the ventilation system to a 42" diameter fanline for several hundred feet, installing several horizontal drains over 100' in length, and various crack repairs in parts of the concrete tunnel liner.

Contract Amount: \$3,830,434

Project:
Caltrain Tunnel Modifications for Electrification Project - #18047
2018-2020

Owner:
The Peninsula Corridor Joint Powers Board
Owner Contact: Liria Larano P- (650) 622-7878 laranol@samtrans.com

General Contractor:
Proven Management, Inc

Ben Pearce P- (415) 583-0775 ben@provenmanagement.com

Description:

Grouting tunnel liner, Notching, Shotcrete, OCS Anchors. 2275 CY injected grout, 32 EA Anchors
Contract Amount: \$19,505,000

Project:

Wolf Creek Dam Gallery and Plaza Grouting
2011 - 2013

Owner:

U.S. Army Corps of Engineers
Nashville District

General Contractor:

The Judy Company, Inc.
8334 Ruby Ave
Kansas City, KS 66111

Contact:

Brook Brosi (270) 343-6067
U.S. Army Corps of Engineers

Description:

Wolf Creek Dam is located on the Cumberland River in south central Kentucky about 10 miles southwest of Jamestown, Kentucky. It is a combination embankment-concrete gravity structure with a total length of 5,736 feet. The dam has a maximum height of 258 feet and has a 3,940-foot-long embankment and 1,800-foot-long concrete section with a gated spillway.

The purpose of the Wolf Creek Dam Gallery and Plaza Grouting project was to construct a temporary water collection and treatment system and multiple grout curtains in the gallery and plaza/switchyard. In both locations, the rock and concrete were water-pressure tested and voids were filled with a balanced, stable grout. All monitoring was performed using an automated computer grouting system. All drilling fluids and waste material were treated and properly disposed in accordance with federal, State of Kentucky and local regulations.

The primary scope of work in the gallery consisted of installing a single row grout curtain, approximately 1,800 feet long, from Monolith 8 to Monolith 37. Due to the small working area of the gallery (i.e., approximately eight feet tall by six feet wide), concrete and rock was drilled using specialized HQ wire-line coring equipment in three-foot core barrels and drill steel.

The primary scope of work in the Plaza consisted of installing a single row grout curtain approximately 600 feet long running parallel with the existing switchyard diaphragm wall. Based on the information obtained, two smaller grout curtains were installed.

Judy Company setup a system of electronic communication using multiple repeaters so pressure testing and grouting data could be transferred from the gallery and plaza to the automated data monitoring system. The Judy Company also designed and developed a down-hole pressure monitoring system to measure "actual" effective pressure. All data were incorporated into the GroutTracker relational database and geographical information system.

The Judy Company is proud to have completed all work with no injuries or accidents, earning a U.S. Army Corps of Engineer's safety award.

The contract value for this project was \$10,800,000

Project:

1692 Chickamauga Lock Replacement
2009 - 2010

Owner:

Tennessee Valley Authority operated by the U.S. Army Corps of Engineers
1101 Market Street
Chattanooga, Tennessee 37402
(423) 751-0011

General Contractor:

C.J. Mahan Construction
3400 Southwest Blvd. PO Box 670
Grove City, Ohio 43213
(614) 875-8200

Contact:

Juan Payne
U.S. Army Corps of Engineers
(423) 779-4303

Description:

The 110' x 600' Chickamauga Lock was constructed by the Nashville District, U.S. Army Corps of Engineers. Chickamauga Lock, which is located 7 miles upstream of Chattanooga, Tennessee.

The work included traditional cellular cofferdam construction for the riverward and downstream sides of the structure. The landward side, however, included pre-cast lift-in sections founded on drilled shafts and filled with tremie and cast-in-place concrete. This lift-in cofferdam wall was integrated into the permanent landward lock wall. The cellular and lift-in cofferdam walls formed a watertight cofferdam system, which was pumped dry and inspected. The cofferdam was constructed on a limestone foundation and included a grout curtain.

The Judy Company installed the grout curtain and strands anchors. The Judy Company provided drawings, assemblies, fabrication, installation and testing of Post-tensioning system for spillway bays 1 through 5. The anchor system consisted of six anchors per bay for a total of 30 units with an average length of 75 ft.

The grout curtain was a 2-line curtain situated along the perimeter of the cofferdam. The grout curtain consisted of 492 planned holes with the addition of numerous tertiary, quaternary and verification core holes.

The contract value for this project was \$4,500,000

Project:

1711 Little Bear Creek Dam Remediation
2009 – 2010

Owner:

Tennessee Valley Authority
1010 River Road
Muscle Shoals, AL 35661-115
(256) 386-7708

General Contractor:

The Judy Company
8334 Ruby Avenue
Kansas City, Kansas 66111

Contact:

Wesley Jaynes
Tennessee Valley Authority
wtjaynes@tva.gov

Description:

Little Bear Creek Dam and Reservoir is a flood control reservoir and recreational area that holds approximately 1,560 acres of water at full pool. It is located 13 miles WSW of Russellville and 9 miles east of Red Bay, in Franklin County, Alabama. The earthen dam is 2425 feet long and 84 feet high.

The spillway on the southern side of the dam is the focus of this grouting project. In 2008, a seep at the lower end of the spillway was discovered. It was flowing at 300 gallons per minute and transporting sediment.

The project consisted of remediating a large void under the north abutment wall and installing a 2-line grout curtain on the northern half of the spillway. The void was remediated by coring 8 holes and backfilling with redi-mix concrete insuring movement of the wall was minimized. The grout curtain consisted of 88 holes that were drilled and grouted to refusal, successfully slowing the seep at the spillway terminus.

The contract value for the project was \$550,000

Project:

1686 Fort Smith Mine Stabilization and Micropile.
Completed 2009

Owner:

Ed Hickman
River Valley Musculoskeletal Center
3501 W.E. Knight Drive
Fort Smith, AR 72903
(479) 709-6702
ehickman@rvortho.com

Description:

Job consisted of drilling and grouting 900 holes through abandon mine workings to stabilize the surface for construction of a medical facility. al and angle drilling was required though

unstable overburden. A total of 3500 CY of sand cement grout was mixed on site and pumped into the mine. Upon completion of the mine backfilling, 225 micropiles with capacities ranging from 100 to 200 kips.

The contract value for this job was \$1,683,800

Project:

1675 Dog River Dam
Aug 08- Oct 08

Owner:

Douglas County Water and Sewer
Douglasville, GA

General Contractor:

ASI Constructors, Inc.
1850 E. Platteville Blvd.
Pueblo West, CO 81007

Description:

Located near Atlanta Georgia, Dog River Dam was rebuilt to raise the elevation of the pool. There was some leakage on the left abutment prior to construction. Project required construction of a grout curtain on the right abutment. Access was only available by barge. It was necessary to use small equipment and transport all material by barge to the work area.

Project:

1641 Pryor Road
Winter 07

Owner:

Missouri Department of Transportation

General Contractor:

Clarkson Construction

Description:

Job consisted of filling old mine workings for construction of a new highway interchange. Barriers were constructed around the perimeter using multiple rows of holes. Then the infill material was placed. Contract required monitoring progress using down hole cameras. A variable slump grout was utilized made from slag cement, Portland cement, bentonite and limestone fines that could be mixed at any slump from 0 to 10" and meet the required strength criteria. Material was mixed on site with volumetric equipment. 6,065 cy were placed.

Final Contract was \$1,145,000

Project:

Amtrak New London CT
Thames River Bridge Rehab
31 Eastern Ave
New London, CT 06320
November 06 – December 07

Owner:
Amtrack

General Contractor:
Cianbro
One Hunnewell Square PO Box 1000
Pittsfield, MA 04967

Contact:
Chet J. Muckenhirn
(203) 773-3184

Description:
The work was to stabilize two bridge piers supporting a draw bridge across the Thames River. Bridge pier had settled as a result of drilling shafts adjacent to the pier during a construction project to change to a lift gate structure. Platforms were constructed and attached to the pier. Our drills were swung onto the platforms with a crane. We drilled thru the decking of the platform to a depth of about 180 feet using dual string drilling techniques. Sleeve pipes were set in each hole with ports from 130 feet to 185 feet. Microfine cement grout was pumped under high pressure into the glacial till. Grout mixing and placing equipment was mounted on a barge located next to the drill platform. The drilling conditions were difficult due the change in material we had to drill through concrete, steel, wood, clay and sand. The project duration was 14 months and it was completed on December 2007. A total of 1 million gallons of grout was placed. Core samples confirmed complete consolidation of the material.

The contract value for this job was \$5,053,134.05

Project:
Elkhead Dam
Craig, CO.
2005

General Contractor:
Ames Construction , Inc.
18450 E. 28th Ave.
Aurora, CO. 80011

Contact:
Robert Gillis
303-363-1000

Description:
Installation of a double row 27,500 foot Grout Curtain.

Project:
Lower Willow Creek Dam
Hall, MT.
2004-2005

Owner:
USDA

10 East Babcock St.
Bozeman, MT. 59715

Contact:

Marsha Harris
406-587-6859

General Contractor:

The Judy Company, Inc.

Description:

This project was the installation of a double row grout curtain approximately two hundred feet long on the left abutment of the Lower Willow Creek dam, owned by the Willow Creek drainage district. The Natural Resources Conservation Service of the USDA oversaw the project. The purpose was to control seepage through a highly fractured zone of colluvium and alluvium that extended 15 feet below the earth fill of the dam. The grout holes extended through this layer 20 feet into the bedrock below the colluvium strata. The bedrock encountered below the colluvium was found to be highly fractured also.

Work began on the project in mid July of 2004. Casing was set using a DK720 drill using a dual string drilling method. Drilling in the foundation was done using down hole water powered hammers. MSRP sleeve ports were used on the down stream primary and secondary holes. This proved to be difficult due primarily to the difficulty in achieving an adequate seal in the lower portions of the earth fill that would allow the casing to be grouted in place. Double packers were used to grout through tam ports in the colluvium and alluvium zone on the down stream curtain. Down stage grouting was used on the tertiary holes and on the up stream curtain. This proved to be a better method. Originally it was anticipated that the grout curtains would be 12 feet apart. This spacing was changed to 5 feet due to the very high grout takes in the down stream curtain. 4856 cubic feet, 1891 sacks was placed in the down stream row, 3447 cubic feet, 1242 sacks were placed in the up stream curtain. This was double the quality estimated by the NRCS. Grouting was completed on November 24th of 2004. Two piezometers were installed in February of 2005 to monitor water levels up stream and down stream of the curtain.

Project:

New Kentucky Lock
Grand River, KY.
2003

Owner:

U.S. Army Corp of Engineers, Nashville District
POC- Paul Ross, Geologist
Kentucky Lock Resident Office
193 Taylor Park Road
P.O. Box 387
Grand Rivers, KY 42045
Phone: 270-362-2163
Fax: 270-362-9380
Email: Paul.A.Ross@ltn02.usace.army.mil

General Contractor:

C.J. Mahan Construction Co.
P.O. Box 670

Grove City, OH. 43123
Name: Malcolm White
Phone: 614-875-8200

Description:

A new lock is being constructed by the USACE on the landside of an existing lock. To construct the lock it is necessary to install an upstream cofferdam with a three-row grout curtain to allow dewatering of the work area. A duplex system was used to advance casing through overburden to the top of the rock. The anticipated depth to TOR was 50 feet. In some areas casings were drilled to 130' without encountering rock. The specification required water to be used to flush cuttings from the hole. To accomplish this water is powered down the hole hammer was used powered by a high pressure pump. Because of the high grout takes anticipated a bulk grout plant was designed and built to pump on 2 holes concurrently with the ability to use different mixes on each hole. A computerized grouting system is used to monitor the mix, flow and pressure for each stage grouted. Flow meter and pressure transducers are located at each grout hole collar. This information is fed into the control panel and the computer adjusts the pump speed to maintain a steady flow and pressure. The information from the grout plant was also transmitted to the computer monitoring system. Information was monitored by a technician to select and change grout mixes.

Original subcontract was 2,205,443.80 and would have been completed in October 2002. A modification was issued due to a deep valley that cut through the area being treated. The valley was irregular in shape and had undercut rock ledge. Working with the COE we developed a program to treat the area by jet grouting. The jet grouting was completed in partnership with Soletanche.

This project was completed in March 2003 at a contract amount of \$3,243,081.

Project:

Grout Curtain of Dam Foundation
Table Rock Lake, Auxiliary Gated Spillway – Phase II
Taney County, Missouri, DACW03-00-C-0022

Owner:

Department of the Army
Little Rock District, Corps of Engineers
P.O. Box 867/ 700 W. Capitol Ave
Little Rock, Arkansas 72203-0867

POC: Pat Jordan

Phone: 501-324-5604 1419

Fax: 501-324-5265

Email: pat.jordan@usace.army.mil

General Contractor:

Granite Construction Company
P.O. Box 50024
Watsonville, CA 95077-5024
Charles May 831-722-2716
POC Jon Brazeal
Phone: 417-332-0222
Fax: 417-332-0224

Email: jbrazeal@gcinc.com

Description:

The Army Corps of Engineers has issued a \$43.4 million contract to Granite Construction Company of Watsonville, Calif., to construct an auxiliary spillway at Table Rock Dam. Work began this summer /2001/ and to be completed in 2004. The Judy Company is performing foundation drilling and grouting of the tie in sections for Phase II. The contract includes drilling of 56 holes, each ~90 feet deep, pressure testing with double packers and grouting with microfine cement.

Original subcontract was \$135,400 and had 25 holes. Final billing on the project was \$294,331 due to the addition of 29 holes, a second mobilization and deepening some holes. The first portion of the work was completed in 11/01. It was necessary to wait to complete the work until diversion of the road took place. The second portion of the work was completed in October 2003.

Project:

Remedial Grouting of Dam Foundation
Lake Red Rock, Stage II, Des Moines River
Marion County, Iowa DACW25-93-C-0020

Owner:

Rock Island District, Corps of Engineers
Clock Tower Building - P.O. Box 2004
Rock Island, Illinois 61204-2004
Harlen Briggs PE. 309-794-5262

Description:

Red Rock Dam is an earth filled dam 6,000 feet in length and 100 in height constructed in the late 1960's for flood control and recreation. The dam is founded on loosely cemented sandstone with fryable gypsum deposits. The Judy Company performed foundation drilling and grouting during initial construction. A 3-row grout curtain required 100,000 LF of drilling and placement of over 200,000 CF of grout.

During the nearly 30 years of impoundment, the dam foundation has deteriorated in certain areas. The Judy Company completed the Phase I remediation in 1993 and we are engaged in the Phase II remediation. High water and flooding have delayed and increased the cost of the work and unforeseen conditions were encountered in the dam fill and foundation, which required complete modification of remedial procedures. The Judy Company participated in the development of the procedures necessary to complete the work and preserve the security of the structure. We believe this project demonstrates our ability to complete work regardless of the problems that might be encountered.

This project was completed October 28, 1997 at a cost of \$4,932,925.

Project:

Construction of Grouted Cut Off Wall
Glasgow Railroad Embankment DACW41-95-C-0018
Glasgow, Missouri

Owner:

U.S. Army Corps Of Engineers, Kansas City District
700 Federal Building, 601 East 12th St.
Kansas City, Missouri 64106-2896
Mike Daro 816-934-8131

Description:

During the 1993 flood the Missouri River overtopped a levee near Glasgow, Missouri and washed out a mainline railroad embankment and a major state highway leaving a scour 80 feet deep in some locations and over 2,000 feet in length, as well as rerouting the river channel. An emergency contract was issued to restore the railroad embankment and highway embankment using shot rock from a nearby quarry. The contract was successful in restoring highway and rail traffic, however in high river stages, the pervious shot rock embankment would not function as a levy, and flooding would destroy crops and close Highway 240, a vital link for the small rural population.

The Corps of Engineers, Kansas City District contracted with The Judy Company to construct a 6-foot wide curtain 2,200 feet in length through the rubble stone embankment and 5 feet into the underlying sand formations. Much of the stone fill was underwater and subject to water movement during high river stages.

42,000 feet of injection pipes were drilled into place through the rubble stone and into the underlying sand. Microfine cement was used to penetrate the fine voids and consolidate the sand formation. A cement, fly ash, and sand mix with water reducing admix was placed in the stone fill as the injection pipes were withdrawn at a rate calculated to create a curtain 6 foot thick. Thixotropic Stabilizer was injected in variable quantities at the point of injection to control grout flow, prevent washout, and provide refusal as measured by pressure at each stage during withdrawal. 2,600 cubic feet of microfine grout and 6,400 cubic yards (173,000 cubic feet) of controlled set grout was placed. This work was performed at a cost of \$1,600,000. This project was completed February 15, 1996.

Project:

Little Flint Creek Dam
Gentry, Arkansas

General Contractor:

Inquip Assoc, Inc. Eastern Region
P.O. Box 6277
1300 Old Chain Bridge
McLean, VA 22106
Dominique Namy 703-442-0143

Owner:

Southwestern Electric Power Company
P.O. Box 21106
Shreveport, Louisiana 71156
Judson Scott 318-222-2141

Engineer:

Freese and Nichols
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Ron Waters 817-735-7300

Geotechnical Engineer:

Furgo McClelland, Inc.
P.O. Box 740010
Houston, Texas 77270
Bill Elsbury 213-228-5620

Description:

Little Flint Creek Dam impounds cooling water for a SWEPCO coal fired generating plant. The dam is founded on the highly fractured boone chert formation with clay filled solution channels. Leakage through both abutments was in the order of 6,000 gpm. Leakage in the left abutment imperiled the stability of the earth fill dam. To maintain pool level a portion of leakage water was being pumped back in to the lake at a significant cost to the owner.

Repairs were complete under two separate contracts. The first contract included a shallow slurry wall with a grout curtain below the embankment. Casings were installed into the slurry wall during construction. After completion of the slurry wall, holes were advanced into the foundation rock on a controlled closely spaced pattern. Holes were then grouted with quick setting chemical grout. Holes were then re-drilled and grouted with conventional cement grout.

The second contract focused on leakage in a critical area of the left abutment by drilling succeeding patterns of holes on 5-foot centers to intercept the flow paths. Next the holes were thoroughly washed with high pressure jetting equipment to remove and clay and loose material. Fast moving water was then stopped by the injection of a rapid setting chemical grout. Grout set time in the flowing water was controlled from minutes to seconds to create a grout curtain. This was followed by re-drilling and grouting with conventional cement grout.

The use of the chemical grout resulted in considerable saving to the owner because of the greatly reduced volume of material required for the project. The project utilized 7,600 gallons of chemical grout and was completed on September 30, 1994 under budget.

Project:

Rocky Mountain Project
Rome, Georgia

General Contractor:

Power Plant Constructors - MK
P.O. Box 7808
Boise, Idaho 83729
Murray Aarstead 208-386-5735

Owner:

Oglethorpe Power Corporation
2100 East Exchange Place
P.O. Box 1349
Tucker, Georgia 30085-1344

Engineer:

Harza Engineering Company
Sears Tower, 233 South Wacker Drive
Chicago, Illinois 60606-6392
Tim Trout 312-831-3000

Description:

The Rocky Mountain Project is a pumped power facility with elevated storage provided by a dam 2 ½ miles in length. The lower pool provides storage at several elevations with 6 earth dams and a concrete outlet structure with a grouting and drainage gallery. The Judy Company had a \$3,000,000 subcontract to perform foundation drilling and grouting, drill drain holes, perform test drilling, drill instrumentation holes, install rock anchors, and perform other related work. 80,000 feet of drilling was performed on this project of which over 19,000 feet was in confined galleries and drainage adits. To perform the latter drilling we utilized custom-built portable hydraulic rotary drills.

This was a multi-year contract with the crew being increased to multiple shifts when necessary. As is typical on very large construction projects keeping on schedule is critical. We were frequently on the critical path being in the core trench of the dam construction. Our crews achieved every target date set by the general contractor. Our portion of the work was completed April 24, 1994.

Project: Lake Capote

Owner:

Southern Ute Indian Tribe

General Contractor:

Laguna Construction Company, Inc.
7535 2nd Street, NW
Albuquerque, NM 87107

POC: Craig Marshall
Phone: 505-890-5441
Fax: 505-890-5443

Description:

Constructed a Grout Curtain near Durango Colorado from a core trench with 1600 L.F. of drilling. This project was completed in October 2003 at a contract amount of \$136,922.

Project: Lake Waukomis

Owner:

City of Lake Waukomis, Mo

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Waukomis had significant leakage on the right abutment and the leakage was increasing slowly with time. The abutment had limestone layers. The leakage at the weirs measured 352GPM at the start of the project. Due to the flowing water conditions, quick set grout followed by neat cement grout. Sodium silicate with a cement catalyst was used in the high flowing conditions. To control the set time magnetic flow meters and variable speed pumps were used to proportion the mix. The owner chose to terminate the work with an 88 % reduction in the leakage. This project was completed in October 2003 at a contract amount of \$122,769.

Project: Lake Weatherby

Owner:

City of Lake Weatherby, MO

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Weatherby had significant leakage through the left abutment and the leakage was increasing slowly with time. The abutment had a limestone layer and the leakage daylighted in the limestone downstream. The leakage from the abutment measured 595 GPM at the start of the project to 32 GPM. Due to the flowing water conditions, quick set grout followed by neat cement grout. Sodium silicate with a cement catalyst was used in the high flowing conditions. To control the set time magnetic flow meters and variable speed pumps were used to proportion the mix. The owner chose to terminate the work with a 95 % reduction in the leakage.

This project was completed in August 2003 at a contract amount of \$282,924.

Project: Honey Creek Ranch

Owner:

Siegfried Companies, Inc.

General Contractor:

Keck Construction, Inc.
6130 E. 32nd Street, Ste. 116
Tulsa, OK. 74135
POC: Scott Aneshansley
Phone: 918 664-7410

Description:

Honey Creek was a new dam being constructed in Northeast Oklahoma. Our subcontract consisted of consisting a grout curtain in the core trench. At completion the job had 8565 L.F. of drilling and 31,000 cf of grout. The rock formation is the Boone Chert and is very broken creating difficult conditions.

This project was completed in July 2002 at a contract amount of \$578,529.

Project: Lexington Bridge Pier Mine Fill

Owner:

Missouri Department of Transportation

County Road 19
Buena Vista, CO 81211
Phone: 719-395-8625

Fax: 719-395-8847

Description:

One million-dollar subcontract for installation of 262 high capacity anchors in the outlet section of the dam, drilling of drain holes through concrete into foundation rock and drilling and grouting contraction joints. Anchors were installed on a 2:1 sloped surface with a very short time constraint. Using multiple shifts 223 anchors were completed in 44 calendar days under adverse weather conditions. Grouting of the contraction joints consisted of piping installed in the RCC and in holes drilled into the dam joints. Grouting of the joints was a critical item and was done in the winter and very carefully controlled. Grouting was performed by circulating grout through the joints.

This project was completed in May of 2000 at a contract amount of \$957,600.00. Final billing was \$938,166.

Project: Riss Lake

Owner:

Don Julian Buliders
15521 W 110th Street
Lenexa, KS 66215
Phone: 913-894-6300
Fax: 913-894-6321

General Contractor:

The Judy Company, Inc.

Description:

The dam at Lake Waukomis had significant leakage on the left abutment and the leakage was increasing slowly with time. It was difficult to maintain pool elevation in the summer months. The limestone ridge was over 60' below the embankment and the abutment sloped uphill. Casings were installed to the top of the limestone ridge. Holes that intercepted the leak paths were grouted with sodium silicate grout. Other holes were pressure grouted with neat cement grout. It was found the leakage was the result of many small fissures in the rock and methodical split spacing of holes gradually reduced the leakage to acceptable levels.

Contract was completed in the November '99 at a total contract amount of \$213,000

Project:

new
2011 - 2013

Owner:

new

General Contractor:

new

Description:

New

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Drill Tech Drilling & Shoring, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sugar Creek Lake Dam Abutment Grouting

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Sugar Creek Lake Dam Abutment Grouting.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form;

SUGAR CREEK LAKE DAM ABUTMENT GROUTING					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization & Demobilization	Lump Sum	1	\$71,000.00	\$71,000.00
2	Site Clearing	Day	3	\$1,250.00	\$3,750.00
3	Installation of Monitoring/Flushing Points in Spillway Apron	Lump Sum	1	\$5,500.00	\$5,500.00
4	Grout Hole Layout / Determination of Ground Surface Elevation at Hole Locations	Lump Sum	1	\$3,000.00	\$3,000.00
5	Drilling	LF	2125	\$77.00	\$163,625.00
6	Casing Installation	LF	775	\$21.00	\$16,275.00
7	Water Packer Testing	Each	124	\$262.00	\$32,488.00
8	Connection to Holes for Grouting	Each	133	\$245.00	\$32,585.00
9	Grout Pumping Time	Hour	80	\$1,015.00	\$81,200.00
10	Cement (Type III) – cost + 10%	94 lbs sack	575	\$15.00	\$8,625.00
11	Admixtures – cost + 10%	Lbs or Oz	No Estimate	XX	XX
12	Develop Grout Mix Design	Lump Sum	1	\$5,500.00	\$5,500.00
13	Computer Aided Monitoring of Grouting and Water Packer Testing	Lump Sum	1	\$25,000.00	\$25,000.00
TOTAL PRICE BASE BID (Use Figures)					\$448,548.00

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
 - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.05 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual
 - 7. Drawings with each sheet bearing the following general title: Sugar Creek Lake Dam Abutment Grouting, City of Moberly, Missouri
 - 8. Addenda (numbers 1 to 2, inclusive)
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. CONTRACTOR's Bid
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
 - 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING
CITY OF MOBERLY, MISSOURI

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

Mayor

By: _____

Attest _____
City Clerk

APPROVED AS TO FORM:

[CORPORATE SEAL]

City Counselor

Attest _____

Address for giving notices:

Address for giving notices:

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. _____

Agent for service of process: _____

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

City of Moberly City Council Agenda Summary

Agenda Number: #13.
 Department: Public Utilities
 Date: October 19, 2020

Agenda Item: A Resolution Accepting An Easement From Mary P. McKeown, Trustee Of The Dennis McKeown Trust And The Mary P. McKeown Trust And Authorizing The City Manager To Execute The Easement On Behalf Of The City Of Moberly.

Summary: Sugar Creek Lake is the drinking water source for the City of Moberly. A project to reduce leakage around the dam has been bid and is nearing award.

In order to effectively complete the project we will need a temporary easement for a 30 ft wide strip of real property, known as and hereinafter referred to as private Road 1340, or the road running West to East across the Northern part of the Burdened Parcel from State Route DD to the Benefited Parcel as depicted in the attached exhibit.

Recommended

Action: Approve the resolution and direct staff to execute the easement.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING AN EASEMENT FROM MARY P. MCKEOWN, TRUSTEE OF THE DENNIS MCKEOWN TRUST AND THE MARY P. MCKEOWN TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY OF MOBERLY.

WHEREAS, the Sugar Creek Lake Dam Grouting project (“the project”) requires that the city obtain access to the dam structure by crossing real property owned by the Dennis McKeown and Mary P. McKeown Trusts (“the Trusts”);

WHEREAS, attached hereto is a Deed of Easement and Agreement (“the Easement”) executed by Mary P. McKeown the Trustee of the Dennis McKeown and Mary P. McKeown Trusts which will provide the city and its contractors the access needed for the project; and

WHEREAS, the Easement was prepared by the attorney for Mary P. McKeown, Phillip C. Brown, at a cost of \$625.00; and

WHEREAS, city staff requests that the Council accept the Easement, authorize the City Manager to execute the Easement on behalf of the City and further authorize reimbursing Phillip C. Brown the sum of \$625.00 for preparation of the Easement.

NOW, THEREFORE, the City Council of the City of Moberly hereby accepts the offer of an easement by the Trusts and further authorizes the City Manager to execute the Easement on behalf of the City and further authorizes payment to Phillip C. Brown the sum of \$625.00 for preparation of the Easement.

RESOLVED this 19th day of October, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

PHILLIP C. BROWN, P.C.

ATTORNEY AT LAW
211 NORTH WILLIAMS
P.O. BOX 916
MOBERLY, MISSOURI 65270-0916

PHILLIP CALDWELL BROWN

TELEPHONE: 660-263-0355
FAX: 660-263-0356
phillipcbrownpc@gmail.com

October 14, 2020

Mrs. Mary West-Calcagno
City Hall
101 West Reed Street
Moberly, MO 65270

RE: McKeown Easement

Dear Mary:

Enclosed is an original of the Deed of Easement and Agreement (Deed) signed by my client Mary P. McKeown.

After the City Council approves the Deed and it is completed by the City Manager and City Clerk including dating the Deed in its first paragraph return the completed original to my office for recording. I will deliver to you a copy of the recorded original.

Because I represent Mary P. McKeown, Trustee, I will bill her for my fee and expenses. The City will reimburse Mary P. Keown, Trustee. If the enclosed Deed is approved and completed by the City then my statement to Mary P. McKeown, Trustee, will be \$625.00 for legal services and \$54.00 recording fee for a total of \$679.00. Please confirm the City agrees with this reimbursement.

Sincerely yours,



Phil Brown

PCB/tj
Enclosure 1
Le375

cc: Mary P. McKeown (by email to mckeownd@sbcglobal.net with enclosure)

DEED OF EASEMENT AND AGREEMENT

Legal description on page 5

This Deed of Easement and Agreement is made on _____, by and between Mary P. McKeown, Trustee or her successors, of the Dennis McKeown Trust under trust agreement dated June 11, 2007, as amended, an undivided one-half (1/2) interest, and Mary P. McKeown, Trustee, or her successors, of the Mary P. McKeown Trust under trust agreement dated June 11, 2007, as amended, an undivided one-half (1/2) interest, (hereinafter referred to as the "Grantor"), and City of Moberly, Missouri, (hereinafter referred to as the "Grantee"). The Grantor and Grantee may hereinafter be referred to collectively as the "parties" or individually as a "party". The address of the Grantee is 101 West Reed Street, Moberly, MO 65270.

RECITALS:

- A. Grantor is the owner of a parcel of real property located in Randolph County, Missouri described in the attached Exhibit A which is made a part hereof by reference and may hereinafter be referred to as the "Burdened Parcel".
- B. Grantee is the owner of a parcel of real property located in Randolph County, Missouri adjoining the East line of a portion of the Burdened Parcel which hereinafter may be referred to hereinafter as the "Benefited Parcel".
- C. The purpose of this Deed of Easement and Agreement is to provide a temporary 90 day non-exclusive easement to Grantee for Grantee's employees, agents and contractors to have ingress and egress to the Benefited Parcel by use of a thirty (30) foot wide strip of real property, known as and hereinafter referred to as "Private Road 1340" or the "road", running West to East across the Northern part of the Burdened Parcel from State Route DD to the Benefited Parcel as depicted in the attached Exhibit 1.
- D. The parties intend that Grantee shall have the entire responsibility and expense of maintaining and repairing the portion of Private Road 1340 on or over the Burdened Parcel. The Grantor shall not be required to share in the costs of maintaining and repairing Private Road 1340.

NOW, THEREFORE, the Grantor in consideration of Ten Dollars (\$10.00) and other valuable consideration, does hereby convey a 90 day non-exclusive easement to Grantee over the portion of Private Road 1340 on or over the Burdened Parcel as and for an easement, on the following terms:

1. Grantor and Grantee agree that the above Recitals accurately state their respective intentions regarding the Burdened Parcel and Benefited Parcel, and the Recitals are made a part hereof by reference.
2. Grantor shall not be responsible for maintaining or repairing Private Road 1340 on or over the Burdened Parcel. The responsibility and expenses of maintaining and repairing Private Road 1340 on or over the Burdened Parcel during the term of this easement shall be borne by the Grantee. After the term of this easement the Grantee shall within 60 days make any repairs reasonably needed to return the road to its condition as of the date of this document. All construction and maintenance work shall be done in accordance with any applicable governmental regulations, the provisions of any applicable covenants, and in a safe and workmanlike manner, with the work diligently performed to completion, including all construction debris removed and vegetation restored with all damages to the Burdened Parcel paid by Grantee.
3. No Warranty: Grantor does not represent or warrant that it has the right and power to convey this easement over Private Road 1340 to the Grantee.
4. The Grantor's employees, agents and contractors may use the portion of Private Road 1340 on and over the Burdened Parcel for access to the Benefited Parcel. Grantee and its employees, agents and contractors shall not unreasonably interfere with Grantor and others use of Private Road 1340.
5. 90 days term: The Grantee's rights of use of the portion of Private Road 1340 on and over the Burdened Parcel pursuant to this document shall be for only 90 days from the date of this document. After this 90 days term the easement shall automatically terminate without notice to the Grantee. The obligations of Grantee to repair the road shall survive the termination of the easement.
6. This Deed of Easement and Agreement shall be binding upon and shall inure to the benefit of each party's respective legal representatives, successors, and assigns.
7. Any party and their successors and assigns, may enforce this Deed of Easement and Agreement by appropriate legal actions, and the prevailing parties shall recover their reasonable attorney fees and expenses from the other parties.
8. This Deed of Easement and Agreement contains the entire agreement and all representations of the parties. It may be amended or its 90 day term extended only by written instrument signed by all of the parties.
9. In this document the use of masculine, feminine or neuter gender includes all genders, and use of the singular includes the plural, and vice versa, as the context so requires.
10. This document was prepared by Phillip C. Brown, attorney at law, Moberly, Missouri, at the request of and as attorney for only the Grantor without

examination of abstracts, title insurance or surveys, and based solely on information provided by and instructions of the Grantor.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands as of the date set out above.

by Mary P. McKeown
Mary P. McKeown, Grantor and Trustee

by _____
City Manager, City of Moberly, Missouri,
Grantee

ATTEST: _____
City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss
COUNTY OF RANDOLPH)

On this 13th day of October, 2020, before me, the undersigned Notary Public, personally appeared Mary P. McKeown, to me personally known, who being by me duly sworn, did say that she is the Trustee of the Dennis McKeown Trust and Mary P. McKeown Trust dated June 11, 2007, respectively, and that said instrument was signed and sealed on behalf of said Trusts, and the said Mary P. McKeown acknowledged said instrument to be the free act and deed of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Terril Johnson
Notary Public

My commission expires: 9-1-2024



TERRI L. JOHNSON
My Commission Expires
September 1, 2024
Randolph County
Commission #12534419

GRANTEE'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss
COUNTY OF RANDOLPH)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Brian Crane, to me known to be the person described herein and who acknowledged himself to be the City Manager of the City of Moberly, Missouri and who executed the foregoing instrument upon authority granted him by the Moberly City Council and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

Attachments 2-Exhibits A and 1

Re365

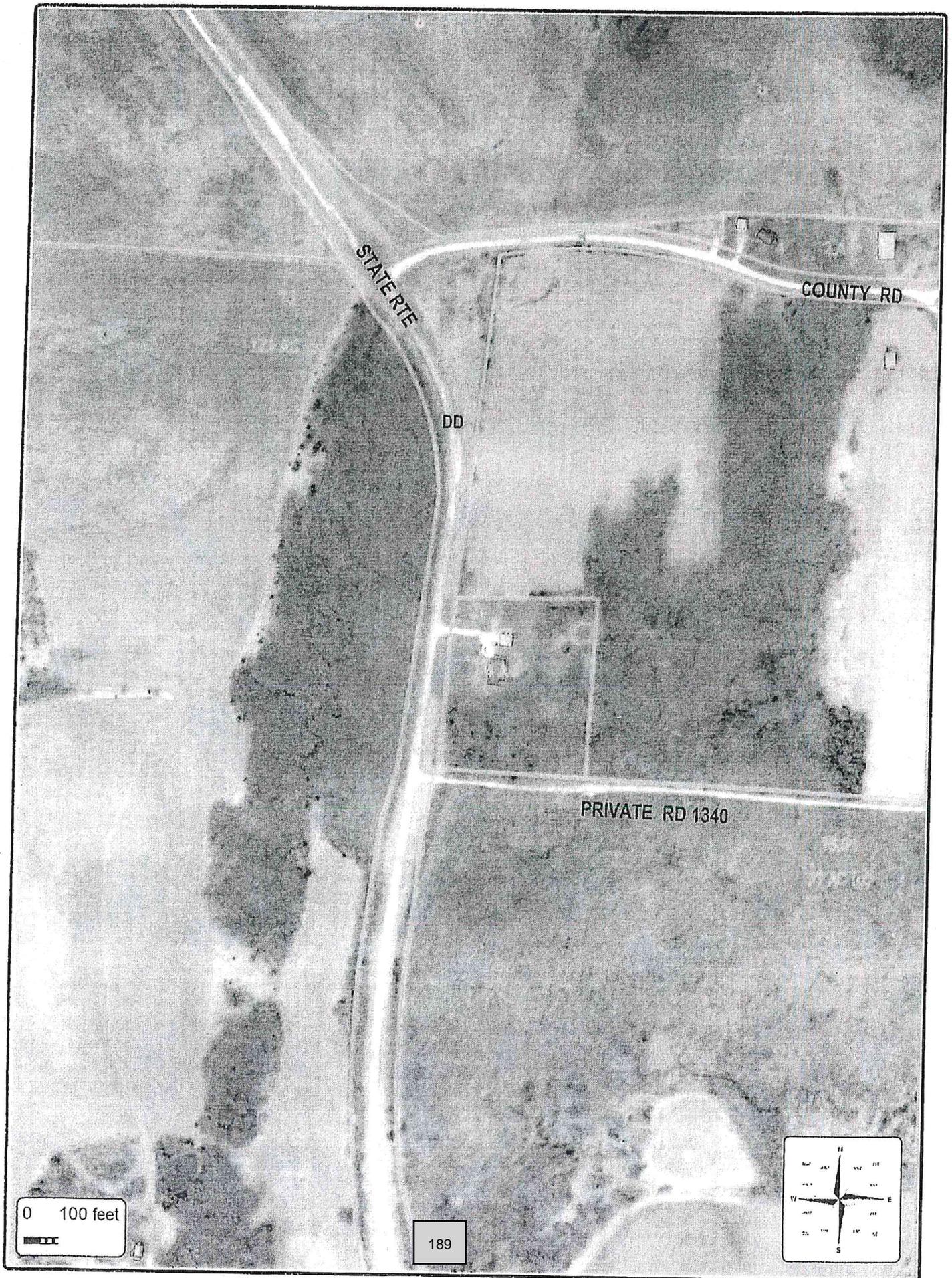
Record and return to Phil Brown, P.O. Box 916, Moberly, MO 65270-0916

EXHIBIT A

A thirty (30) foot wide strip of property, known as Private Road #1340 and also known as Bayview Lane, running east and west across the following described property from State Route DD:

A tract of land situated in the South Half of Section 16 and in the Northwest Quarter of the Northeast Quarter of Section 21, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence along the East line of said Northwest Quarter of the Southeast Quarter, South 02 degrees 56 minutes 57 seconds West 1159.85 feet; thence leaving said East line South 38 degrees 42 minutes 43 seconds West 608.37 feet; thence South 51 degrees 08 minutes 43 seconds East 244.55 feet; thence North 39 degrees 23 minutes 13 seconds East 265.12 feet to a point on the east line of the Southwest Quarter of the Southeast Quarter of said Section 16, thence South 01 degrees 12 minutes 17 seconds West 1057.99 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 16; thence South 02 degrees 24 minutes 02 seconds West 654.31 feet to the Southeast corner of the North Half of the Northwest Quarter of the Northeast Quarter of said Section 21; thence along the South line of said North Half of the Northwest Quarter of the Northeast Quarter, North 87 degrees 04 minutes 02 seconds West 118.24 feet to a point on the Easterly right of way of State Highway Route "DD", thence along said Easterly right of way line the following courses and distances, North 46 degrees 30 minutes 00 seconds West 478.81 feet; thence North 42 degrees 17 minutes 32 seconds West 161.67 feet; thence North 28 degrees 07 minutes 54 seconds West 294.10 feet, thence North 27 degrees 17 minutes 02 seconds West 199.80 feet; thence North 18 degrees 08 minutes 35 seconds West 327.40 feet; thence North 52 degrees 46 minutes 07 seconds West 120.86 feet; thence North 27 degrees 17 minutes 00 seconds West 91.28 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 2476.64 feet, a central angle of 11 degrees 45 minutes 38 seconds, and a chord of 507.46 feet bearing North 21 degrees 20 minutes 31 seconds West; thence North along said curve 508.36 feet; thence North 2 degrees 39 minutes 17 seconds East 66.97 feet; thence North 06 degrees 15 minutes 21 seconds West 85.31 feet; thence North 17 degrees 07 minutes 08 seconds West 194.69 feet; thence North 08 degrees 59 minutes 59 seconds West 293.53 feet; thence North 00 degrees 28 minutes 31 seconds West 235.86 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 2506.64 feet, a central angle of 04 degrees 23 minutes 31 seconds, and a chord of 192.10 feet bearing North 06 degrees 50 minutes 51 seconds East; thence North along said curve 192.14 feet; thence North 9 degrees 06 minutes 00 seconds East 389.14 feet; thence North 31 degrees 34 minutes 00 seconds East 112.28 feet to a point on the Quarter Section line; thence South 86 degrees 55 minutes 34 seconds East 1330.34 feet to the Point of Beginning.

and further depicted on the attached Exhibit 1.



Moberly, MO

#13.



Legend

- Roads
- Corporate Limit
- Parcel
- Stream
- Lots
- South Ridge Lot Line

Notes

1,647.7 0 823.85 1,647.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
190
THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: October 19, 2020

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$884,373.38.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$54,492.34.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$938.55.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$41,637.11.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$63,544.45.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$3,507.29.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$33,954.15.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$30,126.52.

SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$4,005.18.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$69,834.39.

SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$31,437.50.

SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$27,172.92.

SECTION 12: There is hereby appropriated out of the **Utilities Consumers Secure Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$2,400.00.

SECTION 13: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$19,465.43.

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$26,309.04.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$449,766.56.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$18,381.95.

SECTION 17: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 19, 2020 in the amount of \$7,400.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

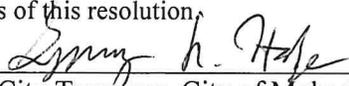
RESOLVED this 19th day of October 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

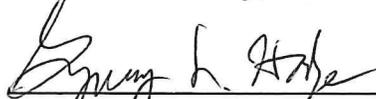


City Treasurer, City of Moberly, Missouri

EXPENSES PAID OCT 2 ,2020 - OCT 14, 2020 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE OCTOBER 19, 2020 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	54,492.34
Non-Resident Lodging Tax Fund	\$	938.55
Payroll Fund	\$	41,637.11
Solid Waste Fund	\$	63,544.45
Heritage Hills Golf Course Fund	\$	3,507.29
Parks and Recreation Fund	\$	33,954.15
Airport Fund	\$	30,126.52
Utilities Collection Fund	\$	4,005.18
Utilities OP & Maintenance Fund	\$	69,834.39
Utilities OP Reserve Fund	\$	31,437.50
Capital Improvement Trust Fund	\$	27,172.92
Utilities Consumers Secure Fund	\$	2,400.00
ESP Projects Debt Service Fund	\$	19,465.43
Emergency Telephone Fund	\$	26,309.04
Transportation Trust Fund	\$	449,766.56
Street Improvement Fund	\$	18,381.95
Downtown CID Prop. Tax Fund	\$	7,400.00
Total	\$	884,373.38

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



City Treasurer, City of Moberly, Missouri

10/15/2020
Date

ACCOUNTS PAYABLE CHECK REGISTER

#14.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
84715	10/02/2020	3	AFLAC GROUP INSURANCE			2,402.36				
84716	10/02/2020	2646	VALIC			992.00				
84717	10/09/2020	6	AMEREN MISSOURI			16.79				
84718	10/09/2020	17	AT&T 5001			643.10				
84719	10/09/2020	2975	BRENNTAG MID SOUTH INC			20,197.67				
84720	10/09/2020	6189	CAYLOR RICK			400.00				
84721	10/09/2020	1565	MACON ELECTRIC COOP			40.46				
84722	10/09/2020	2556	PETTY CASH			174.50				
* 84723	Thru 84730									
84731	10/14/2020	2011	4TH STREET THEATRE			5,000.00				
84732	10/14/2020	6240	ADLER LIBBY			25.00				
84733	10/14/2020	3055	ADVANCED DISPOSAL - MACON			67,269.80				
84734	10/14/2020	5933	ALBERTS SHOE REPAIR			529.35				
84735	10/14/2020	6053	ALLEY STEPHEN L			1,000.00				
84736	10/14/2020	6120	AMAZON CAPITAL SERVICES			405.99				
84737	10/14/2020	5184	AQUA AEROBIC SYSTEMS INC			2,141.10				
84738	10/14/2020	3112	ARAMARK UNIFORM SERVICES			1,114.34				
84739	10/14/2020	13	ARROW ENERGY INC			27,472.22				
84740	10/14/2020	17	AT&T 5001			1,422.06				
84741	10/14/2020	16	AUTOZONE INC			73.98				
84742	10/14/2020	6245	AZAVAR			874.41				
84743	10/14/2020	26	B & D LOCK & KEY			567.90				
84744	10/14/2020	4729	BARTLETT & WEST			24,310.10				
84745	10/14/2020	34	BOB'S TIRE, LLC			96.00				
84746	10/14/2020	35	BOGIE PUMP INC			123.99				
84747	10/14/2020	5257	BROWN SMITH WALLACE			5,000.00				
84748	10/14/2020	191	BROWNFIELD OIL CO INC			140.00				
84749	10/14/2020	424	BUTLER SUPPLY INC			1,511.43				
84750	10/14/2020	5004	CHAMPION BRANDS LLC			862.36				
84751	10/14/2020	598	CHARITON VALLEY COMMUNICATIONS			168.98				
84752	10/14/2020	6234	COAST TO COAST SOLUTIONS			483.01				
84753	10/14/2020	3063	CONLEY FOREST DO			325.00				
84754	10/14/2020	2645	CORE & MAIN LP			7,410.17				
84755	10/14/2020	5642	CROSS SHERRY			25.00				
84756	10/14/2020	2913	CULLIGAN WATER CONDITIONING			66.24				
84757	10/14/2020	2908	CUNNINGHAM VOGEL & ROST PC			8,183.57				
84758	10/14/2020	118	D & L TRENCHING INC			1,550.00				
84759	10/14/2020	5797	DA-COM			200.00				
84760	10/14/2020	6242	DENNIS KRISTY			100.00				
84761	10/14/2020	194	DMC CONCRETE CONSTRUCTION			1,280.00				
84762	10/14/2020	502	ECONOMY METALS INC			188.69				
84763	10/14/2020	695	ENGINEERING SURVEYS & SERVICES			321.50				
84764	10/14/2020	3139	EVOQUA WATER TECHNOLOGIES LLC			4,491.51				
84765	10/14/2020	3103	FASTENAL COMPANY			710.06				
84766	10/14/2020	699	FEDERAL EXPRESS			48.29				
84767	10/14/2020	5754	FIRST STATE COMMUNITY BANK			19,465.43				
84768	10/14/2020	6204	FOLEY TERRI L			1,300.00				
84769	10/14/2020	2839	FUSION TECHNOLOGY LLC			.00			VOID:	
84770	10/14/2020	2839	FUSION TECHNOLOGY LLC			4,096.61				
84771	10/14/2020	704	GALLS LLC			399.65				
84772	10/14/2020	3102	GATTS MOWING LLC			120.00				

ACCOUNTS PAYABLE CHECK REGISTER

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
84773	10/14/2020	3011	GLENN'S GARAGE DOORS	69.00				
84774	10/14/2020	5883	GREATLIFE SERVICES, LLC	3,459.00				
84775	10/14/2020	2956	GREEN HILLS VET CLINIC LLC	622.50				
84776	10/14/2020	6241	GRIFFIN DEBBIE	100.00				
84777	10/14/2020	988	GULF STATES DISTRIBUTORS	558.00				
84778	10/14/2020	1338	HAWKINS INC	1,626.00				
84779	10/14/2020	1348	HUNTSVILLE MACHINE	27.50				
84780	10/14/2020	471	HYDRO KINETICS	15,636.00				
84781	10/14/2020	763	SUMNER ONE	210.42				
84782	10/14/2020	4536	CEMETARY SPECIALISTS LLC	4,000.00				
84783	10/14/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
84784	10/14/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
84785	10/14/2020	4347	JOHN DEERE FINANCIAL	1,717.88				
84786	10/14/2020	910	JT HOLMAN CONSTRUCTION LLC	680.00				
84787	10/14/2020	6190	KELLY STEVE	100.00				
84788	10/14/2020	5965	KIM HOSKINS ENVIRONMENTAL	1,125.00				
84789	10/14/2020	380	KNAPHEIDE TRUCK EQUIPMENT CENT	12,191.48				
84790	10/14/2020	1319	KOHL WHOLESALE	350.47				
84791	10/14/2020	5916	KOWALSKI MARILYN	100.00				
84792	10/14/2020	5403	LANAIR PRODUCTS LLC	3,216.18				
84793	10/14/2020	2964	LEES LAWN CARE & EQUIPMENT LLC	47.99				
84794	10/14/2020	1381	LEON UNIFORM COMPANY	303.90				
84795	10/14/2020	4473	LIFELINE SCREENING	100.00				
84796	10/14/2020	5881	LINDSEY RENTALS & SALES	487.77				
84797	10/14/2020	3015	LOWE'S HOME CENTERS, LLC	1,331.64				
84798	10/14/2020	3180	MACK HILS INC	749.40				
84799	10/14/2020	3180	MACK HILS INC	2,400.00				
84800	10/14/2020	6235	MAGIC CITY HOUSE OF BOUNCE	225.00				
84801	10/14/2020	801	BENN RYAN D	750.00				
84802	10/14/2020	679	MARTECK	70.00				
84803	10/14/2020	4370	MARTIN ENERGY GROUP SERVICES L	575.55				
84804	10/14/2020	2220	MARTIN EQUIPMENT	197.83				
84805	10/14/2020	1608	MARTIN'S FLAG CO INC	163.00				
84806	10/14/2020	2717	MATHESON TRI GAS INC	136.80				
84807	10/14/2020	1639	MATTOX ADVERTISING CO	938.55				
84808	10/14/2020	6244	MCKNIGHT TIRE & AUTO CENTER	1,519.90				
84809	10/14/2020	4914	MERRITT JAMES	60.00				
84810	10/14/2020	4066	METAL CULVERTS INC	250.00				
84811	10/14/2020	1694	MFA INCORPORATED	434.36				
84812	10/14/2020	1756	MIRMA	687.50				
84813	10/14/2020	1756	MIRMA	20.00				
84814	10/14/2020	5239	MISSOURI DEPART OF REV 3375	4,005.18				
84815	10/14/2020	834	MISSOURI STATE HIGHWAY PATROL	210.00				
84816	10/14/2020	3085	MO DEPT OF REVENUE	1,555.50				
84817	10/14/2020	3041	MO ONE CALL SYSTEM INC	461.25				
84818	10/14/2020	1921	MOBERLY LUMBER INC	.00				VOID:
84819	10/14/2020	1921	MOBERLY LUMBER INC	1,065.29				
84820	10/14/2020	1935	MOBERLY MONITOR INDEX	29.25				
84821	10/14/2020	2907	MOBERLY READY MIX	1,702.94				
84822	10/14/2020	6239	MORRISON MEGAN	25.00				
84823	10/14/2020	2731	MOTOROLA	24,158.68				
84824	10/14/2020	4906	MUTTER FARMS LLC	1,693.30				
84825	10/14/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:

ACCOUNTS PAYABLE CHECK REGISTER

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
84826	10/14/2020	1604	NAPA AUTO PARTS OF MOBERLY	1,098.15				
84827	10/14/2020	2152	NEMO ELECTRIC CO INC	2,863.90				
84828	10/14/2020	3079	NEWMAN COMLEY & RUTH PC	200.00				
84829	10/14/2020	2865	NEWMAN SIGNS INC	245.60				
84830	10/14/2020	2299	O'REILLY AUTOMOTIVE STORES INC	474.09				
84831	10/14/2020	5922	OLD DOMINION BRUSH	964.74				
84832	10/14/2020	2822	PEPSI-COLA	225.32				
84833	10/14/2020	6236	PHELPS AMANDA	45.00				
84834	10/14/2020	2596	PLUMB SUPPLY COMPANY-MOB	192.55				
84835	10/14/2020	2508	POWELL KYLEENE	250.00				
84836	10/14/2020	2750	PREMIER SAFETY	238.57				
84837	10/14/2020	5829	Q SECURITY SOLUTIONS	198.00				
84838	10/14/2020	415	RANDOLPH AREA YMCA	1,187.00				
84839	10/14/2020	3100	REBARCO, LLC.	38.00				
84840	10/14/2020	6243	ROBB DEREK	25.00				
84841	10/14/2020	6118	S&A EQUIPMENT AND BUILDERS	242,195.13				
84842	10/14/2020	6205	SAPP CONSTRUCTION INC	73,750.00				
84843	10/14/2020	5678	SAVING DOGS 4 PAWS AT A TIME	1,200.00				
84844	10/14/2020	294	SCHAEFER SURVEYING LLC	222.50				
84845	10/14/2020	617	SCHULTE SUPPLY INC	1,520.00				
84846	10/14/2020	2684	SHERWOOD'S SIGNS LLC	75.00				
84847	10/14/2020	2846	SMITH & LOVELESS INC	380.89				
84848	10/14/2020	5318	SMITH VINCENT	60.00				
84849	10/14/2020	5639	SOCKET	.00				VOID:
84850	10/14/2020	5639	SOCKET	2,519.47				
84851	10/14/2020	4634	STANARD & ASSOCIATES, INC	695.00				
84852	10/14/2020	5700	STAPLES	.00				VOID:
84853	10/14/2020	5700	STAPLES	3,005.60				
84854	10/14/2020	6237	STONE PATTI	2,400.00				
84855	10/14/2020	4913	THE AUSTIN PETERS GROUP INC	600.00				
84856	10/14/2020	4812	TIGER SECURITY SERVICE	60.00				
84857	10/14/2020	642	TOWN & COUNTRY ABSTRACT CO	100.00				
84858	10/14/2020	5457	TT TECHNOLOGIES INC	107.90				
84859	10/14/2020	3175	UNITED STATES POSTAL SERVICE	500.00				
84860	10/14/2020	2741	US IDENTIFICATION MANUAL	82.50				
84861	10/14/2020	2644	USA BLUE BOOK	2,120.34				
84862	10/14/2020	5575	USI INSURANCE SERVICE LLC	6,250.00				
84863	10/14/2020	5800	VERIZON CONNECT NWF INC	19.19				
84864	10/14/2020	2656	WESTLAKE HARDWARE	.00				VOID:
84865	10/14/2020	2656	WESTLAKE HARDWARE	.00				VOID:
84866	10/14/2020	2656	WESTLAKE HARDWARE	1,005.76				
84867	10/14/2020	6238	WHITE AMANDA	97.47				
84868	10/14/2020	2657	WILLIAMS DANIEL J.	180.00				
84869	10/14/2020	5908	WILLIAMS KEEPERS, LLC	5,350.00				
84870	10/14/2020	2658	WILLIS BROS INC	181,981.33				
84871	10/14/2020	5298	ZAMKUS AND ASSOCIATES LLC	2,000.00				
84872	10/14/2020	5294	ZURCHER TIRE INC	1,944.00				
*20190824								
20190825	10/09/2020	1800	MO LAGERS	37,819.75				E-PAY

ACCOUNTS PAYABLE CHECK REGISTER

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	884,373.38
CLEARED	.00
<hr/>	
BANK 24 TOTAL	884,373.38
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	54,492.34	54,492.34	.00	.00
102 NON-RESIDENT LODGING TAX	938.55	938.55	.00	.00
105 PAYROLL FUND	41,637.11	41,637.11	.00	.00
110 SOLID WASTE FUND	63,544.45	63,544.45	.00	.00
114 HERITAGE HILLS GOLF CRSE	3,507.29	3,507.29	.00	.00
115 PARKS & RECREATION FUND	33,954.15	33,954.15	.00	.00
120 AIRPORT FUND	30,126.52	30,126.52	.00	.00
300 UTILITIES COLLECTION FUND	4,005.18	4,005.18	.00	.00
301 UTILITIES OP & MAINT	69,834.39	69,834.39	.00	.00
303 UTILITIES OP RESERVE	31,437.50	31,437.50	.00	.00
304 CAPITAL IMPROVEMENT TRUST	27,172.92	27,172.92	.00	.00
306 UTILITIES CONSUMERS SECUR	2,400.00	2,400.00	.00	.00
381 ESP PROJECTS DEBT SERVICE	19,465.43	19,465.43	.00	.00
400 EMERGENCY TELEPHONE FUND	26,309.04	26,309.04	.00	.00
600 TRANSPORTATION TRUST FUND	449,766.56	449,766.56	.00	.00
601 STREET IMPROVEMENT FUND	18,381.95	18,381.95	.00	.00
912 DOWNTOWN CID PROP TAX	7,400.00	7,400.00	.00	.00

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

#14.

BANK#	BANK NAME	DESCRIPTION
CHECK#		
24 DISBURSEMENTS		
84715 Thru	84722	Accounts Payable Checks
84723 Thru	84730	Utility Billing Checks
84731 Thru	84872	Accounts Payable Checks
20190825		Accounts Payable E-Pay

City of Moberly City Council Agenda Summary

Agenda Number: #15.
 Department: City Manager
 Date: October 19, 2020

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month September.

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

September 2020

A. PROJECTS

Community Development

Fennel Complex – Over 50% of the roof is built back and decked with roofing felt to protect it for now. We are changing out some of the lumber we had already purchased for some trusses to span the collapsed section. This will make it go much faster so we can get it closed up for this winter. While it's taken a lot of work to remove asbestos, remove damaged materials and piece it back together, what is remaining is open and should close up rapidly.



Demolition Grant – Everything is signed, disconnected, and ready to go. We are anticipating Holman to start taking some houses down by the week of October 19th, for a total of 23 in this first round. Staff has already started working to line up the next round of houses for bid.

Glass Recycling – Emily working with the Street Dept staff has been promoting the glass recycling and to keep out bags and boxes so staff doesn't have to dig through glass to remove it. So far, we have already collected over 12 tons of glass. We need to get to around 25 tons of glass before Ripple can send a semi to collect. In order to get 25 tons of glass into our bunker, we need to be able to crush it up with a hard rubber tire loader. The one that Advanced maintains the transfer station with only has hard rubber front tires and is not capable of breaking it all up. We are talking with them about applying for a grant for a hard rubber-tired loader where Advanced would participate in the cash match and would use the loader for their operation and ours. We will be following up on this trying to access more Solid Waste District Funding.

Public Works

Country Villa Apartments Phase II – MBL requested letters that confirm the zoning is appropriate for his development plan and that the City is in support of the proposal. Those were put together for signatures and sent back. He confirmed that he had been in contact with MHDC and he felt confident that the project would be approved this year. It will be a nice addition to the existing apartments down there, but it will be increasing the traffic loading on the single point of entry street (Silva Lane). With the traffic from the new Mexican restaurant and the potential of Wendy's going there in the near future, we are looking at having a plan in place to make Silva a dual outlet road.

Silva Lane – As MBL is applying for funding for phase II of Country Villa apartments, we wanted to get the r/w surveyed and decided to the City extend the road over to North Morley at some point in the future. Kim Lingle with MBL has agreed to donate it.

There are not immediate plans for it, but we are hopeful that as development continues to occur in this area we can find the funding to make it happen.

David Ausmus is completing the survey and layout and we are working with them as to how to lay the road through the Street Maintenance facility.

Street Dept. Building Maint. – As you know from the picture, I showed you at budget time, our equipment building was in danger of structural failure from a significant wind or snow event. Rather than replacing the entire red iron beams, or staff has went to work on constructing new bases that will be cut in and welded into place to make them as strong as new, but completed at a fraction of the cost of hiring out the work and purchasing all new beams. While we are thin in number's we have some great craftsman in multiple areas and should have this all put together before winter. Staff has also installed new internals on our old oil burner furnaces which saved several thousand dollars vs. new furnaces, cut out wall opening and installed circulation fans to transfer heat into the wash bay. It still won't be a new building, but it will get us by for several more years and allow us to plan for its replacement without investing a ton of money.

Stripe Work – Remole Painting has removed the old strips from the narrow downtown parking spaces and corrected them to 22' spaces. They have been working in the evenings and knocking out our striping list around town. Work is proceeding well and overall, they provide a clean, well laid out product.

Inmate Labor – While the initial Covid tests came back clear, they have had a surge in Covid cases with many of the staff involved as well. They are telling me it will likely be Spring before we have the inmates back.



MACC Drainage – Met with Eric Ross (MACC maint. Director), their engineer from Klingner, two potential contractors and Mary Calcagno at the Holman Road drainage way where their onsite drainage system ties into our road culverts, West of the Athletic Arena. They installed dual drainage pipes around the North side of their building when it was constructed, and they have collapse/failed and are causing water to back up on adjacent properties. They are looking at options to rectify this detention, but they are not wanting to completely replace the pipes. I am concerned that the plan would essentially eliminate one of our two culvert pipes under Holman as they are tied in direct to our system and their

pipe is collapsed. While there is currently a sink hole into the top of one of their collapsed pipes, this is not the long-term solution to the drainage in this area.

Our under-road pipes are currently twin 48” tubes that are compressed, rusted and in poor condition. We are going to have to make repairs at the same time, however before we start, we need to know what the college plans to complete and be aware of the drainage. Due to the depth and length of the pipes under the road, I am sure we will be looking at PVC slip lining of the pipes to minimize cost and impact. The pipes are close to 10’ deep and 105’ long. The cost of the pipe alone is \$158/ft.

MACC has pushed back the date of bidding and they are working with utilities to determine the final plans outside of the r/w. Once we know that we will work with them to get our under-road pipes lined.

Fiber Lines – We have had upwards of seven different companies installing underground fiber throughout the community for a number of fiber providers. Currently we have numerous companies in town installing for Phynx, Bluebird, Chariton Valley and Socket. While they are boring this in, they have to dig bore pits, connection pits, install pedestals and junction boxes. Much of this work goes in the same place and often the concrete isn’t dry from one company before the next is excavating it again. This is hard on infrastructure everywhere, but extremely difficult on our alleys. Sidewalk broken up, curbs busted, yards dug up and rutted. Most of the companies are diligent in trying to get back and repair their issues, but it has been a full-time task and then some to try and keep up with all of the permits, work and issues. It will take some time to get all the repairs made and try to figure out what company is responsible. The Code office is doing a great job for the limited amount of time they have to deal with it and still respond to their other tasks.

Harrison & Garfield – The project is essentially complete and following Capital paving it all back, both of the roads look great. Willis still has some touch up on grading and seeding and we will be watching the area following some significant rain events as to areas we may need to adjust. We are confident that the work will all but eliminate the flooding that was occurring on some houses on Garfield and have the ditches and drainage along Harrison flowing with no standing water. The quicker water run off as a result of this project is being detained by the structure on McKinsey and we will be offsetting area flow significantly more with the new Fox Park Detention.

Fox Park Detention – This is nearly complete, and we have increased the freeboard on this and reduced the diameter of the outfall pipe to hold higher volumes of water back for longer slower releases. The spillway will discharge directly to the existing creek and should provide an extensive amount of relief to the downstream residents in heavy rainfall events. They should be seeding this project by mid to late October.

Kiwanis Detention – Working with area contractors and having City staff complete some of the work, we have been able to complete this large detention/retention area for less than \$75,000. This was funded approximately 1/3 by the Cobblestone development with funds in-lieu of construction, 1/3 Parks and 1/3 utilities. The areas has been graded, seeded and mulched. I encourage council to take a look at these areas if you haven’t seen them. The Housing authority has been a good partner and has continued to mow the area saving extensive work/cost for the parks dept.

Morley/24 sidewalk project – The water crews were back last week and working to finish up waterline connections. This will allow the concrete crew to go back and construct the sidewalk and street openings that have set open for so long. The contractor has sent us a long list of minor changes that they are asking for more time on. I am working with the Engineer to complete a response. We did have one time increase for them for the island crossings on Morley at 24, so we are probably looking at a mid-November deadline. They have had a few unexpected issues, most recently when tearing out the North entrance of Walgreens they broke through a manhole 202 stormwater connection box that had been covered up with concrete when Walgreens was constr Things like that do add extra time and cost

to correct but are minor. Overall, they have been making good progress lately, but I will be surprised if they don't get into liquidated damages for their early delays.



Airport – We have received contracts signed by the contractor. They are ready for execution by the City at this point.

PR/Communications/Grant Specialist – Emily Goyea-Furlong – September Monthly Report

- Manage all City of Moberly social media accounts, City's website
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural/banner project
- Virtually attended bi-weekly City Council meetings BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Wrapping up the glass recycling grant.
- Correspondence with Omar Bradley EAA Chapter, continued creation of EAA chapter duties.
- Worked with Carla on continuing to administer demo grant.
- Created promo videos for public utilities and public works
- NIMS trainings
- Continue promotion of Moberly Mess Busters.
- Continued work on the historical walking tour app.
- Discussion, planning and execution of plans for COVID-19 response.
- Coordinated webinar for possible website switch.
- Organized and worked the Airport Fly-In.

Cemetery Department

There were four (4) grave lots sold; nine (9) graves opened; and zero (0) monument permit sold during the month of September.

Cemetery staffing – The Prison has completed Covid testing and all results were negative. I had assumed I would get some inmates back shortly after that, but still have not gotten any back. We are without all our summer help, so it is a continuing struggle to keep up with our work loads, especially mowing.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly had no meeting for the month of September.

C. Code Enforcement**Month of September: Rick**

- Completed 21 building inspections.
- Issued 19 permits to contractors
- Underground inspections continue on Plumrose facility.
- Violation letters sent on 3 carports for zoning violations
- Condemned 419 Harrison for property violations.
- Attended bid opening for demolition grant bids
- Inspections on interior rooms at Moberly Inn
- 8 violation letters sent on yard debris and cleanups.
- 12 notices sent on vegetation violations and 3 yards abated.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of September: Karen

- 80 inspections completed, 20 reinspection's and 60 initial inspections.
- Attended safety committee meeting, however due to Covid 19 the heal fair was canceled.
- Spent 2 months on part time after an illness just returned to inspections this month. I did keep all of the paperwork for the inspections that were completed by the other staff.

Month of September: Aaron

- September was a month getting back into the swing of normal. Minus the adjustments for Covid. Several more Building permits were issued, and we have now passed up the number of permits issued last year to New Residential Construction. With a couple more months, this is going to be a record year in the past 5-8 years. That combined with all the Commercial projects has made for a fun and busy year. We met with several property owners about multifamily options as well as others about redevelopment of residential lots. Some zoning questions were fielded with respect to commercial development and future.
- Commercial and Residential inspections along with planning and zoning activity. (plan reviews: 3 zoning reviews: 3 permits issued: 28 Commercial Inspections: 8 Residential Inspections: 40 Historic Preservation Inquiries: 3 Business License Reviews: 6
- With respect to Code Enforcement of nuisances, we received calls and followed up on those complaints or inquiries. Several letters were started, and several abatements were sent out. There were 4 abatements executed and the remainder were complied with at the time. Some complaints were not something that could be addressed, and some were items that the person on property is working towards correcting. We are keeping an eye on these items but starting again to gather sites that can be lumped together in an abatement effort for the contractor doing cleanups to have a more beneficial trip to town.

City of Moberly - Street Department
Man-Hours Allocated by Task, Materials Used & Purchased - Month & Year

MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	9	0	69	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	10	0	0	0	\$0.00
Winter Weather Equipment Preparations	3	0	0	50	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	7	0	0	0	\$0.00
Catch Basin Maintenance	126	0	0	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	2	0	0	0	\$0.00
Culvert Installation	105	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	28	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	88	0	0	0	\$0.00
Rock Loaded/Hauled	3	0	2	0	\$0.00
Street Repair & Maintenance	71	0	3	4	\$0.00
Street Sign Maintenance	48	0	0	0	\$0.00
Street Sweeper Operation	26	0	7	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	24	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	22	0	0	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0	0	0	\$0.00
MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	0	0	0	0	\$0.00
Mowing, City Lots	64	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	22	0	0	0	\$0.00
Sidewalk Maintenance	26	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	18	0	75	0	\$0.00
Trash Removal & Clean-Up, All Wards	6	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	17	0	0	0	\$0.00
Building Maintenance	16	0	0	0	\$0.00
Cemetery Maintenance	205	2	0	0	\$0.00

Grounds Maintenance	19	0	0	0	\$0.00
Landfill Maintenance	10	0	0	0	\$0.00
Maintenance Facility Maintenance	16	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					
	Units	Hours			
Routine Service	6	15			
Maintenance And Repair	16	48			



To: Moberly City Council; Brian Crane, City Manager
From: Greg Hodge, Director of Finance *GH*
Subject: Monthly Report – September 2020

General Information

- Sales tax revenues continue to surpass last YTD, more people shopping local.
- The auditors were on-site the week of September 14 for the regular audit. They kept Matt and I very busy that week and for the remainder of the month answering follow-up questions and providing data. They are very thorough and are learning our system better. I continue to be impressed by the tools and methods that they utilize, it is a very efficient process. They plan to be here to present the final audit report at the second meeting in November. I can't remember being this early with the audit report, and it is a refreshing change.
- The ball is officially rolling with the Caselle software implementation after our September 8 call with the VP of Implementation Services. We are still several months away from beginning actual work on migrating to Caselle, but we are now formally recognized as a client. Between now and then we have some internal projects to work on and we will start on them in October.
- Closing on the Downtown NID bonds was September 28, so now we have money in the bank awaiting projects to begin. I am excited to see this work coming to fruition and am eager to see the finished product.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+14.47%	Parks	+12.02%	Capital Improvement	+12.02%
Transportation	+12.01%	Use Tax	+21.65%	Downtown CID	-3.90%

Employee Health Insurance

Health claims	\$46,932.80	Pharmaceutical claims	\$31,449.90
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Health Insurance Budgeted Line Items (**. **.5103)

<u>Contribution This Month</u>	<u>Contributions YTD</u>	<u>Budget</u>	<u>Remaining</u>
\$114,997.85	\$343,555.55	\$1,571,565.88	\$1,228,010.33

Health Trust Fund Cash Balance

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18
August	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19
September	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40
October	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	
December	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	
January	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	
February	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	
March	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	
May	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	
June	\$911,402.69	\$1,000,000.00	\$807,724.83	\$560,163.71	\$512,223.04	\$360,812.59	

TO THE HONORABLE MAYOR
and
CITY COUNCIL
of the
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of
September 2020

A handwritten signature in cursive script, appearing to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - September 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,021,622.74	585,844.48	-	720,234.84	20,833.33	866,399.05
102	Non-Resident Lodging Tax	150,529.35	14,869.26	-	14,352.54	-	151,046.07
105	Payroll	532,238.38	34.19	-	(2,780.45)	-	535,053.02
110	Solid Waste	603,052.92	90,452.49	-	86,652.70	-	606,852.71
114	Heritage Hills Golf Course	-	13,455.00	20,793.06	34,248.06	-	-
115	Parks and Recreation	16,453.90	16,595.33	93,134.33	110,978.06	-	15,205.50
116	Park Sales Tax	426,263.75	124,026.66	-	-	113,927.39	436,363.02
120	Airport	(60,736.48)	18,149.74	-	11,223.92	-	(53,810.66)
125	Perpetual Care Cemetery Sales	10,236.23	6,550.00	-	-	-	16,786.23
126	Perpetual Care Cemetery Investment	474,049.93	40.38	-	-	-	474,090.31
137	Use Tax Trust	248,674.25	16.10	-	-	-	248,690.35
140	Veterans Memorial Flag Project	40,673.01	652.63	-	-	-	41,325.64
141	Community Betterment	4,862.59	-	-	-	-	4,862.59
300	Utilities Collection	-	580,649.15	375.00	23,725.42	557,298.73	-
301	Utilities Operation and Maintenance	59,824.59	-	276,912.83	276,877.74	-	59,859.68
302	Utilities Replacement	664,667.58	-	4,125.00	-	-	668,792.58
303	Utilities Operating Reserve	1,362,918.66	130.46	158,190.77	57,481.26	375.00	1,463,383.63
306	Utilities Consumer Security	206,801.49	-	-	600.78	-	206,200.71
307	Sugar Creek Lake Fund	57,706.65	403.75	-	-	-	58,110.40
377	2004B SRF Bonds Debt Service	1,084,170.48	70.22	43,150.05	37,900.15	-	1,089,490.60
378	2006A SRF Bonds Debt Service	1,559,372.85	101.00	36,862.81	27,495.96	-	1,568,840.70
379	2004C Bond Debt Service	77,841.61	5.03	29,710.00	26,187.97	-	81,368.67
380	2008A Bonds Debt Service	42,860.81	2.80	15,133.02	-	-	57,996.63
381	ESP Projects Debt Service	60,878.18	-	38,057.27	-	-	98,935.45
Escrow		<u>1,016,643.73</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,016,643.73</u>
Total CWWSS (funds 300-381 + escrow)		6,193,686.63	581,362.41	602,516.75	450,269.28	557,673.73	6,369,622.78
304	Capital Improvement Trust	1,107,023.14	127,566.38	-	9,450.00	44,843.02	1,180,296.50

City of Moberly Cash Balance Report - September 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	64,514.17	14,961.88	20,833.33	38,672.67	-	61,636.71
406	Inmate Security Fund	13,479.30	58.87	-	-	-	13,538.17
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	555,833.71	130,656.30	-	330,542.40	-	355,947.61
601	Street Improvement	531,405.68	33,865.45	-	30,408.86	-	534,862.27
900	MODAG Grant/Loan	21,785.85	1.41	-	-	-	21,787.26
901	Misc. Project Residuals	150,019.85	9.71	-	-	-	150,029.56
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
905	ICSC/Buxton Scholarship	11,623.38	0.75	-	-	-	11,624.13
908	Railcar Preservation Fund	587.26	0.04	-	-	-	587.30
909	Lucille Manor CDBG Reimbursement	211,235.19	1,915.78	-	-	-	213,150.97
911	Downtown CID Sales Tax	35,931.73	6,027.94	-	5,097.40	-	36,862.27
912	Downtown CID Property Tax	225,597.85	5,848.18	-	5,775.00	-	225,671.03
995	Health Trust	353,291.19	122,301.43	-	117,362.22	-	358,230.40
995	Investments	-	-	-	-	-	-
Total Health Trust		353,291.19	122,301.43	-	117,362.22	-	358,230.40
Total Cash		13,310,926.09	1,895,262.79	737,277.47	1,962,487.50	737,277.47	13,243,701.38
Less Escrow Accounts		(1,016,643.73)					(1,016,643.73)
Less Investments		-					-
Net Cash per Bank Cash Report		12,294,282.36	1,895,262.79	737,277.47	1,962,487.50	737,277.47	12,227,057.65

City of Moberly Budget Comparison Report - September 2020

		Percentage of Year Completed								25.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	585,844.48	1,854,415.46	7,971,000.94	23.26%	582,356.41	2,095,945.73	7,971,000.94	26.29%	
102	Non-Resident Lodging Tax	14,869.26	25,720.04	93,800.00	27.42%	14,352.68	29,973.18	93,800.00	31.95%	
105	Payroll	34.19	99.77	0.00	0.00%	697.18	4,512.23	0.00	0.00%	
110	Solid Waste	90,452.49	271,820.15	1,075,500.00	25.27%	86,567.76	262,177.02	1,053,050.25	24.90%	
114	Heritage Hills Golf Course	34,248.06	165,378.35	245,000.00	67.50%	34,248.06	165,378.35	245,000.00	67.50%	
115	Parks and Recreation	109,729.66	412,745.55	1,849,358.68	22.32%	109,729.66	412,745.55	1,849,358.68	22.32%	
116	Park Sales Tax	137,046.47	382,320.06	1,235,750.00	30.94%	113,927.39	455,505.06	1,232,058.68	36.97%	
120	Airport	18,149.74	191,354.04	6,718,363.61	2.85%	11,277.83	87,269.24	6,718,363.61	1.30%	
125	Perpetual Care Cemetery Sales	6,550.00	9,725.00	20,000.00	48.63%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	30.94	90.31	24,750.00	0.36%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	652.60	1,407.53	3,450.00	40.80%	0.00	98.50	2,500.00	3.94%	
300	Utilities Collection	581,024.15	1,618,076.03	5,901,662.80	27.42%	579,279.69	1,616,069.03	5,901,662.80	27.38%	
301	Utilities Operation and Maintenance	276,912.83	830,000.95	4,314,196.79	19.24%	276,912.83	830,000.95	4,314,196.79	19.24%	
302	Utilities Replacement	4,125.00	12,375.00	49,000.00	25.26%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	158,321.23	396,896.16	269,817.91	147.10%	12,468.67	92,623.58	174,206.14	53.17%	
304	Capital Improvement Trust	127,565.43	351,787.95	1,140,750.00	30.84%	54,293.02	285,582.92	1,942,141.24	14.70%	
307	Sugar Creek Lake Fund	213.70	923.22	1,400.00	65.94%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,219.31	129,650.81	528,800.60	24.52%	37,900.15	113,965.00	471,818.75	24.15%	
378	2006A SRF Bonds Debt Service	36,962.43	110,877.32	457,353.72	24.24%	27,495.96	94,007.10	403,412.50	23.30%	
379	2004C Bond Debt Service	29,714.97	89,143.86	357,070.00	24.97%	26,187.97	78,834.47	325,200.00	24.24%	
380	2008A Bonds Debt Service	15,135.76	45,409.07	182,146.24	24.93%	0.00	38,540.54	165,769.30	23.25%	
381	ESP Projects Debt Service	38,057.27	114,171.81	0.00	0.00%	0.00	11,579.55	0.00	0.00%	
400	911 Emergency Telephone	35,795.21	149,771.09	582,050.00	25.73%	31,111.23	108,478.28	566,908.93	19.14%	
406	Inmate Security Fund	58.86	182.99	1,300.00	14.08%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	130,655.49	525,767.38	2,462,350.00	21.35%	330,542.40	1,703,307.23	2,969,600.00	57.36%	
601	Street Improvement	33,864.98	97,108.84	390,000.00	24.90%	30,408.86	197,010.47	605,850.00	32.52%	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	0.74	5,001.56	0.00	0.00%	0.00	0.00	0.00	0.00%	

City of Moberly Budget Comparison Report - September 2020

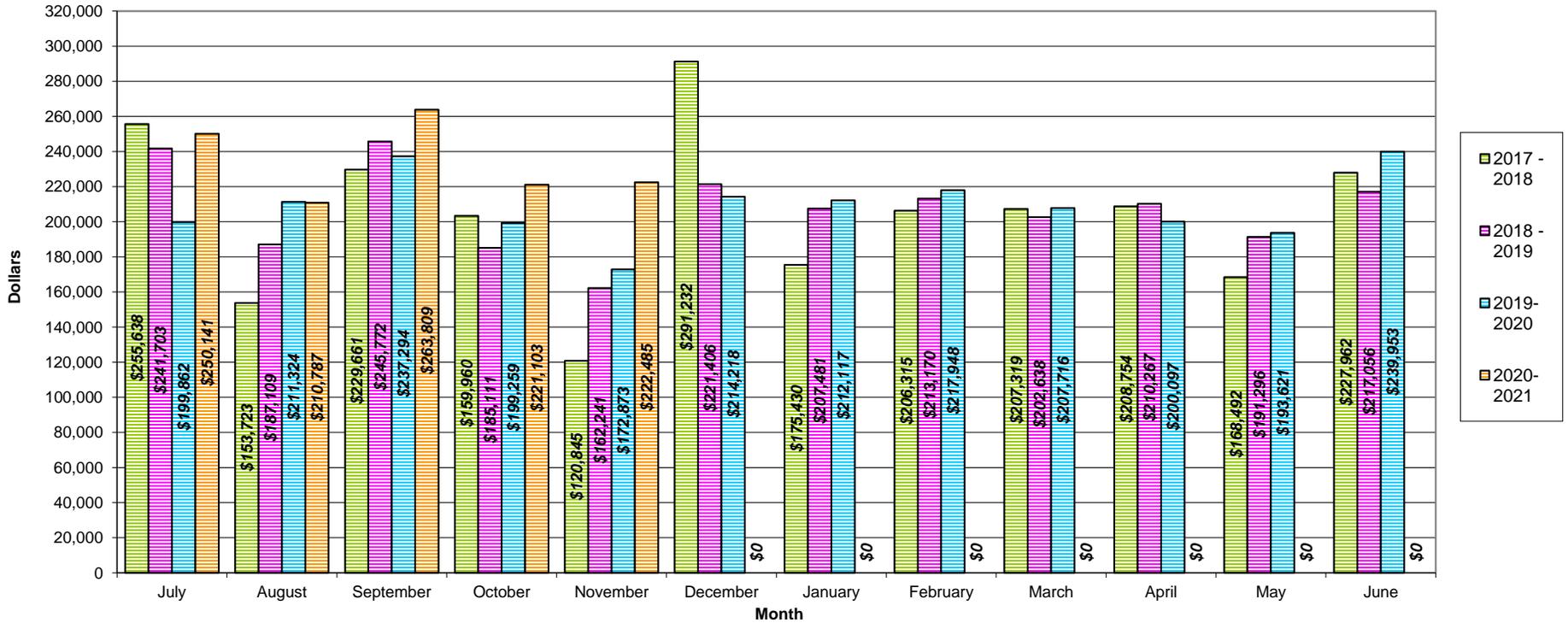
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		Percentage of Year Completed								25.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
908	Railcar Preservation Fund	0.04	0.11	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,915.59	5,745.24	24,825.20	23.14%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	6,027.91	14,982.95	56,500.00	26.52%	5,097.40	6,307.40	56,000.00	11.26%	
912	Downtown CID Property Tax	5,847.98	21,208.23	271,000.00	7.83%	5,775.00	9,912.50	269,500.00	3.68%	
995	Health Trust	122,301.43	401,450.11	0.00	0.00%	117,362.22	404,032.30	0.00	0.00%	
TOTALS		2,645,328.20	8,235,606.94	36,227,196.49	22.73%	2,487,992.37	9,103,856.18	37,356,148.61	24.37%	

**City of Moberly
One Percent (1%) General Fund Sales Tax Analysis**

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	21.41%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	18.04%	\$210,787	-0.25%	12.10%
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	22.58%	\$263,809	11.17%	11.76%
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	18.92%	\$221,103	10.96%	11.57%
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	19.04%	\$222,485	28.70%	14.47%
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	0.00%	\$0		
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	0.00%	\$0		
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	0.00%	\$0		
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	0.00%	\$0		
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	0.00%	\$0		
May	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%	\$0		
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%	\$0		
Total	100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$1,168,324		

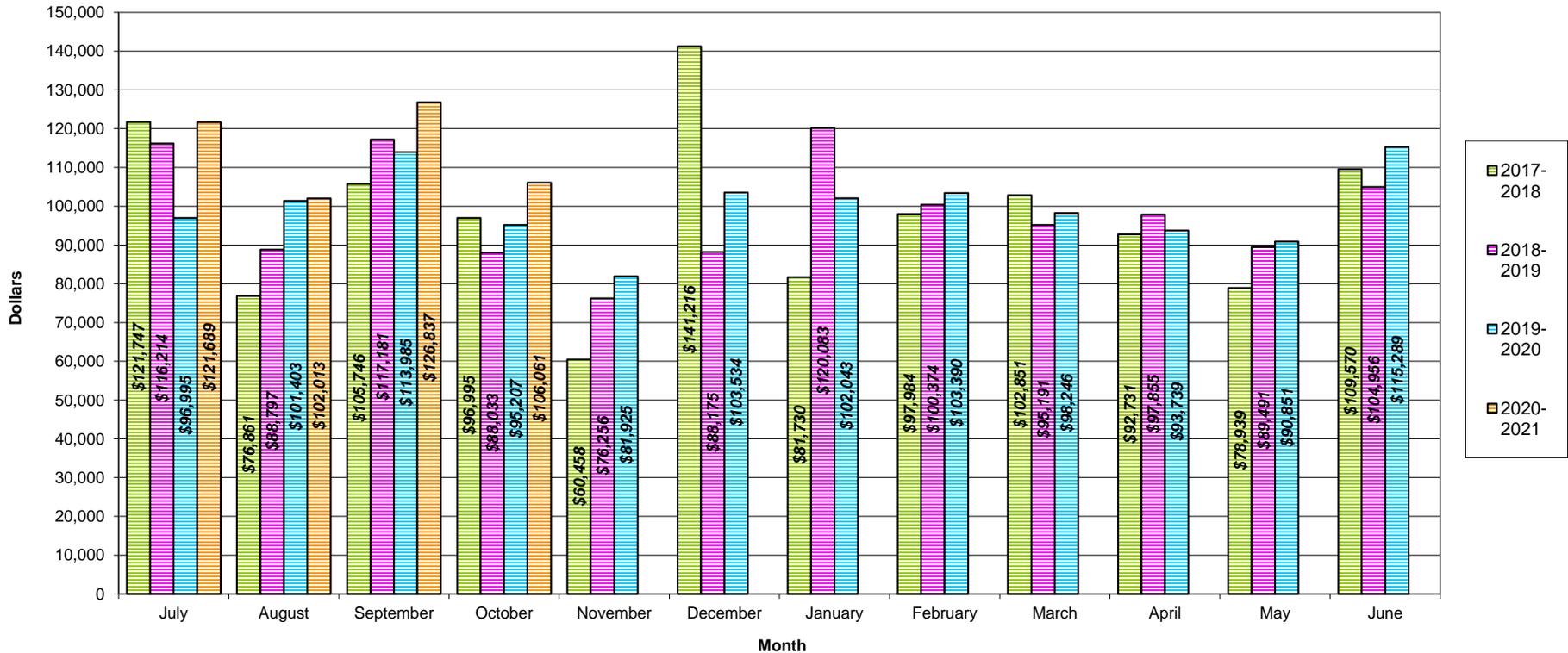
Annual Comparison by Month



**City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

	2017-2018				2018-2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	26.65%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	22.34%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	27.78%	\$126,837	11.28%	12.21%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	23.23%	\$106,061	11.40%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$1,196,607			100.00%	\$456,600		

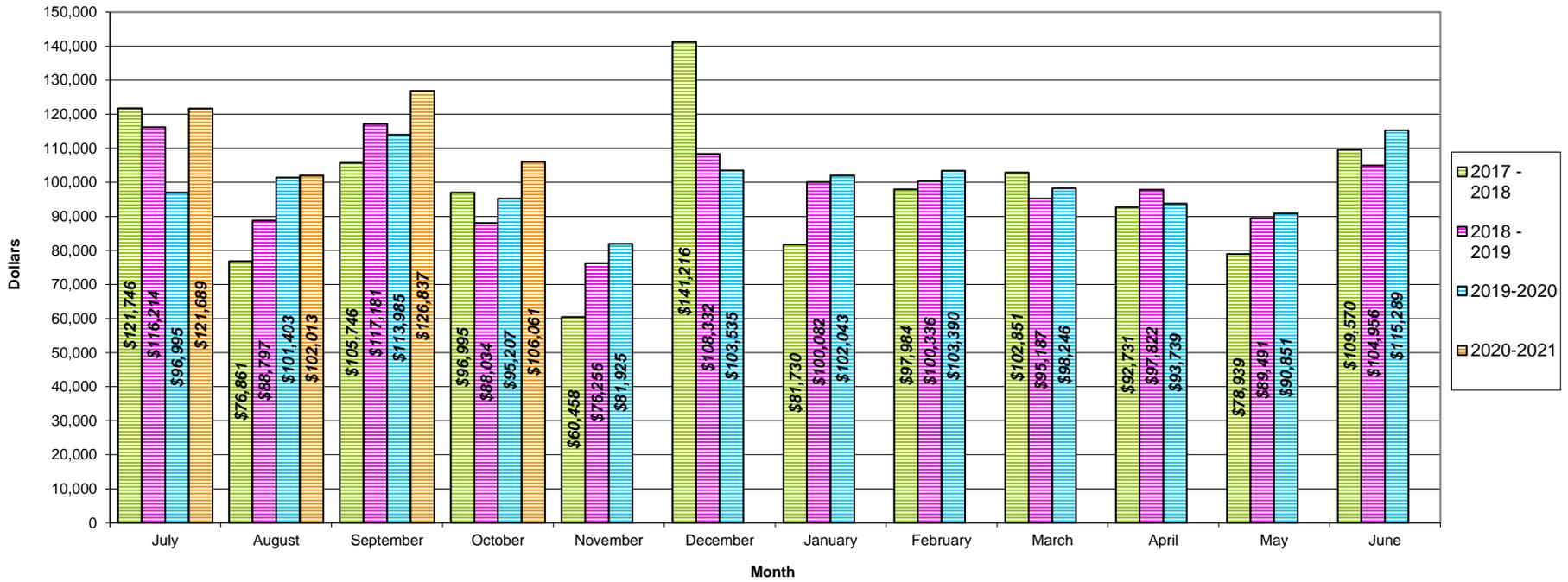
Annual Comparison by Month



**City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	26.65%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	22.34%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	27.78%	\$126,837	11.28%	12.21%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	23.23%	\$106,061	11.40%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$1,196,609			100.00%	\$456,600		

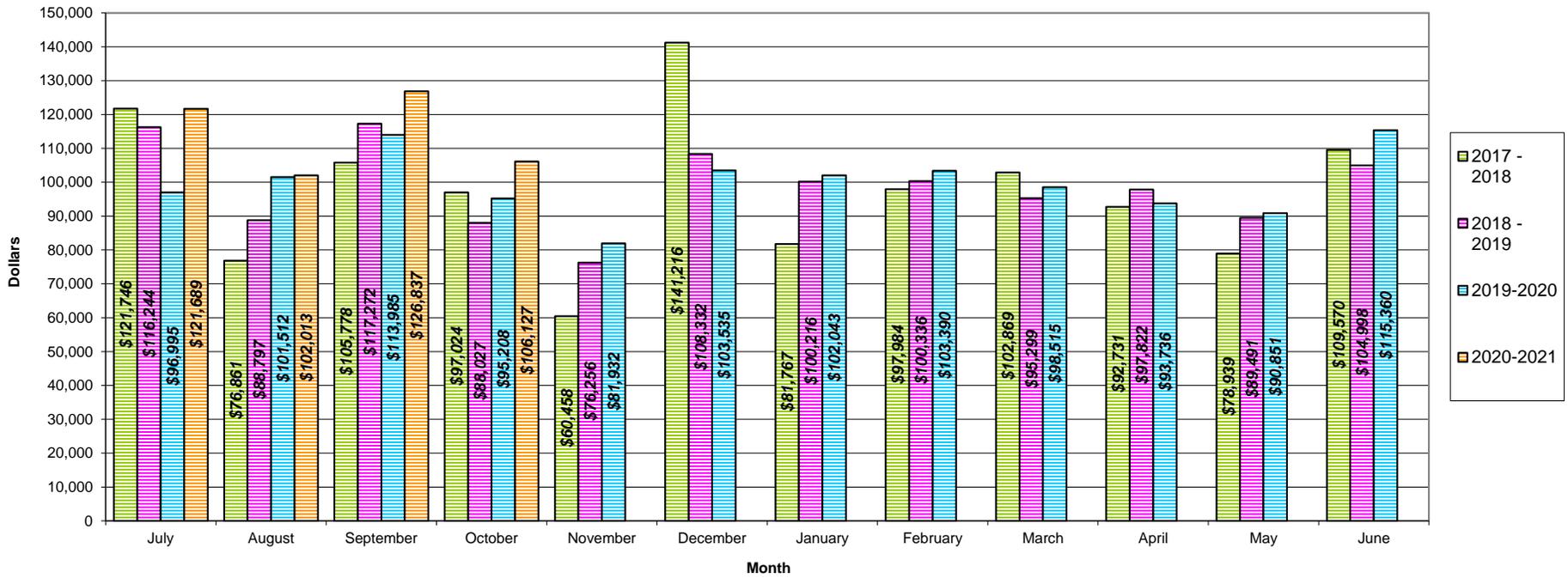
Annual Comparison by Month



**City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	26.65%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	22.34%	\$102,013	0.49%	12.69%
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	27.77%	\$126,837	11.28%	12.18%
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	23.24%	\$106,127	11.47%	12.01%
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	0.00%			
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	0.00%			
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	0.00%			
May	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
Total	100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$456,667		

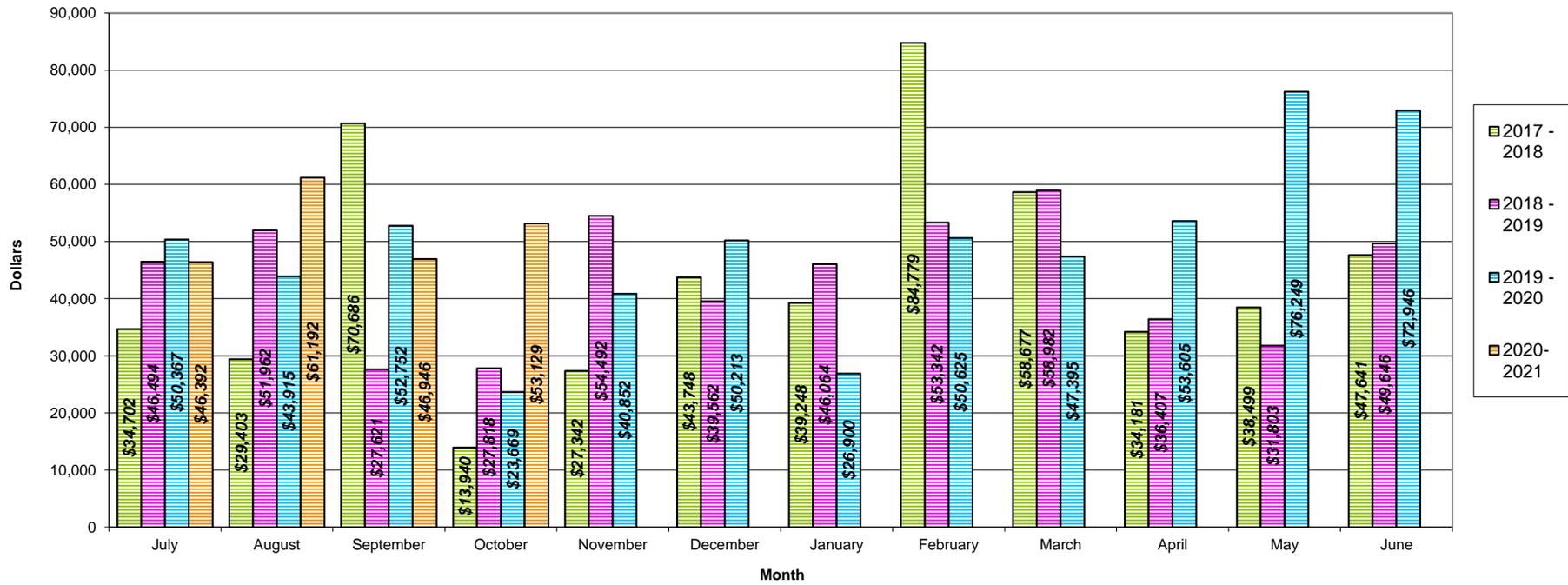
Annual Comparison by Month



**City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

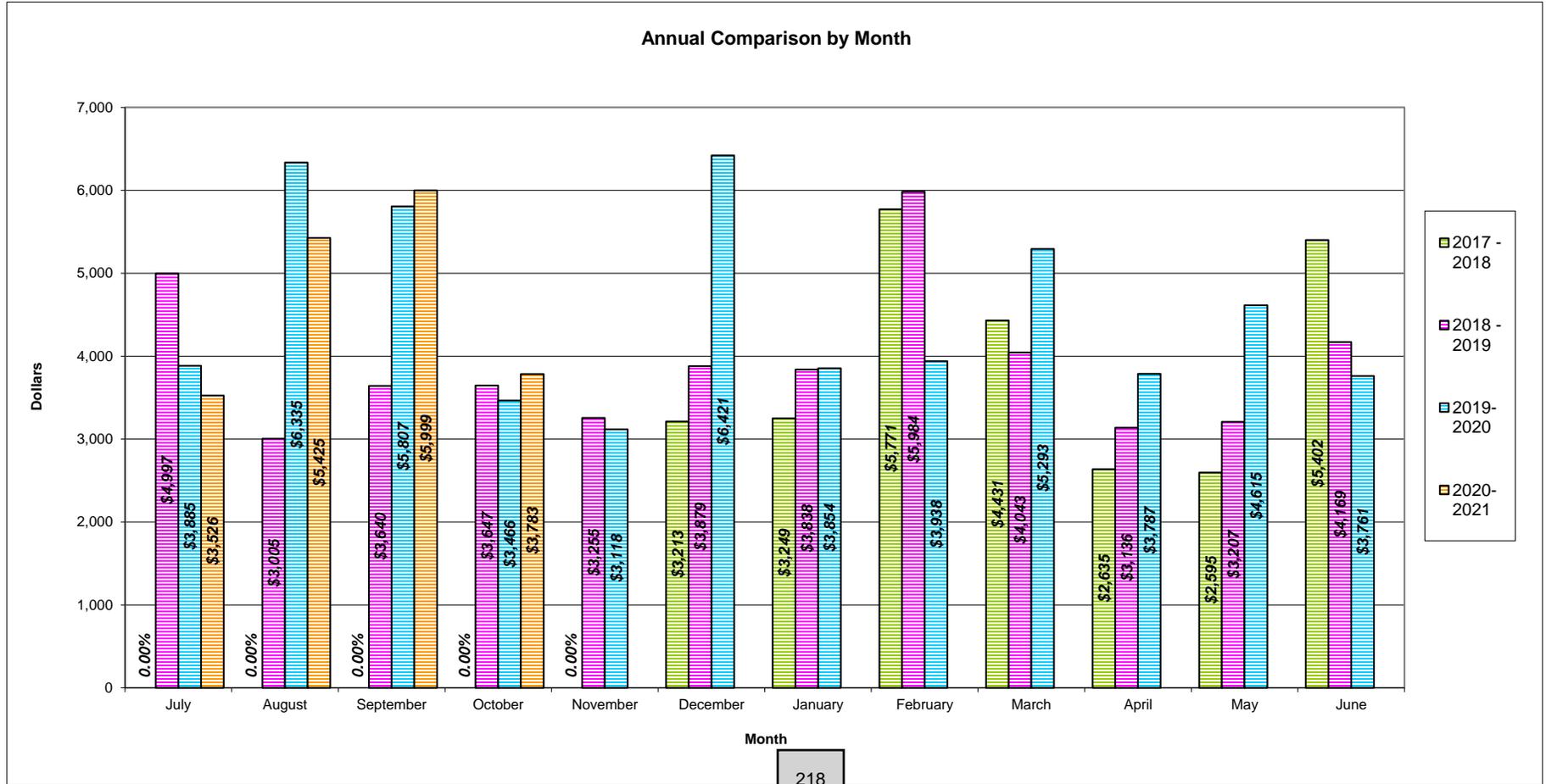
	2017 - 2018				2018 - 2019				2019 - 2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	22.34%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	29.47%	\$61,192	39.34%	14.11%
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	22.61%	\$46,946	-11.01%	5.10%
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	25.58%	\$53,129	124.46%	21.65%
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	0.00%			
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	0.00%			
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	0.00%			
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	0.00%			
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	0.00%			
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	0.00%			
May	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
Total	100.00%	\$522,845			100.00%	\$524,193			100.00%	\$589,488			100.00%	\$207,659		

Annual Comparison by Month



**City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
	% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison	
Monthly Change			YTD Change													
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	18.82%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	28.96%	\$5,425	-14.37%	-12.42%
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	32.02%	\$5,999	3.31%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	20.20%	\$3,783	9.16%	-3.90%
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	0.00%			
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	0.00%			
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	0.00%			
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	0.00%			
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	0.00%			
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	0.00%			
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$18,734		



**City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
September 2020**

<u>Income</u>	<u>July-September 2020</u>	<u>July-September 2019</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	3,060.00	3,292.11	(232.11)	-7.05%
4901 Interest Income	94.07	10,897.97	(10,803.90)	-99.14%
4950 Employer Contributions	343,555.55	290,678.78	52,876.77	18.19%
4951 Employee Contributions	42,318.50	57,145.21	(14,826.71)	-25.95%
4952 Employee Cobra Payments	2,973.71	988.97	1,984.74	200.69%
4953 Reinsurance Refunds	<u>9,448.28</u>	<u>0.00</u>	<u>9,448.28</u>	<u>100.00%</u>
Total Income	401,450.11	363,003.04	38,447.07	10.59%
 <u>Expenditures</u>				
5406 Contracted Services	0.00	0.00	0.00	100.00%
5806 Miscellaneous	0.00	0.00	0.00	100.00%
5817 Bank Fees	261.39	286.88	(25.49)	-8.89%
5850 Health Claims Paid	190,807.47	444,070.36	(253,262.89)	-57.03%
5851 Pharmaceuticals	93,967.14	81,862.30	12,104.84	14.79%
5852 Reinsurance Premiums	86,121.25	75,969.38	10,151.87	13.36%
5853 Life Insurance Premiums	6,237.91	8,504.67	(2,266.76)	-26.65%
5854 Medical Claims Admin Fees	5,131.35	4,727.88	403.47	8.53%
5855 Dental Claims Admin Fees	1,313.00	1,342.25	(29.25)	-2.18%
5857 Dental Claims Paid	<u>20,192.79</u>	<u>19,350.41</u>	<u>842.38</u>	<u>4.35%</u>
Total Expenditures	<u>404,032.30</u>	<u>636,114.13</u>	<u>(232,081.83)</u>	<u>-36.48%</u>
 Net Income (Loss)	 <u>(2,582.19)</u>	 <u>(273,111.09)</u>	 <u>270,528.90</u>	 <u>-99.05%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
September 30, 2020

<u>ASSETS</u>	<u>Sept. 30, 2020</u>	<u>Sept. 30, 2019</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	358,230.40	139,111.95	219,118.45	157.51%
Total Current Assets	358,230.40	139,111.95	219,118.45	157.51%
Other Assets				
1300 Investments	0.00	100,000.00	(100,000.00)	-100.00%
Total Other Assets	0.00	100,000.00	(100,000.00)	-100.00%
TOTAL ASSETS	<u>358,230.40</u>	<u>239,111.95</u>	<u>119,118.45</u>	<u>49.82%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	360,812.59	512,223.04	(151,410.45)	-29.56%
Net Income (Loss)	(2,582.19)	(273,111.09)	270,528.90	-99.05%
Total Equity	358,230.40	239,111.95	119,118.45	49.82%
TOTAL LIABILITIES & EQUITY	<u>358,230.40</u>	<u>239,111.95</u>	<u>119,118.45</u>	<u>49.82%</u>



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

**Division of Criminal Investigation
Monthly Report
September 2020**

1. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: Mack Hills Inc.,
Disposition: Reports sent to RCPA
2. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: SH, W/M, 63 yo,
Disposition: Reports sent to RCPA
3. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: JS, W/M, 32 yoa,
Disposition: Reports sent to RCPA
4. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: MB, W/M, 53 yoa,
Disposition: Reports sent to RCPA
5. Resisting Arrest by Fleeing Creating Substantial Risk: Suspect; EM, W/M, 45,
Victim: State of Missouri, Disposition: Reports sent to RCPA
6. DWS/R 1st: Suspect; EM, W/M, 45, Victim: State of Missouri, Disposition:
Reports sent to RCPA
7. Unlawful Possession of a Firearm (Arrest Warrant): Suspect; CV, B/M, 45 yoa,
Victim; State of Missouri, Disposition; Reports sent to RCPA
8. Resisting Arrest for a Felony: Suspect; CV, B/M, 45 yoa, Victim; State of
Missouri, Disposition: Repots sent to RCPA
9. Possession of a Controlled Substance: Suspect; CV, B/M, 45 yoa, Victim; State of
Missouri, Disposition: Reports sent to RCPA
10. Possession of Marijuana Under 10 grams Prior Offender: Suspect; CV, B/M, 45
yoa, Victim; State of Missouri, Disposition: Reports sent to RCPA
11. Assault 1st : Suspect; AN, W/F, 37 yoa, Victim; MH, B/M, 23 yoa, Disposition:
Reports sent to RCPA
12. Armed Criminal Action: Suspect; AN, W/F, 37 yoa, Victim; MH, B/M, 23 yoa,
Disposition: Reports sent to RCPA
13. Burglary 1st: Suspect; AN, W/F, 37 yoa, Victim; MH, B/M, 23 yoa, Disposition:
Reports sent to RCPA
14. Assault 1: Suspect; JN, W/M, 37 yoa, Victim; MH, B/M, 23 yoa, Disposition:
Reports sent to RCPA

15. Armed Criminal Action: Suspect; JN, W/M, 37 yoa, Victim; MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
16. Burglary 1st: Suspect; JN, W/M, 37 yoa, Victim; MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
17. Assault 1: Suspect; KN, W/M, 24 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
18. Armed Criminal Action: Suspect; KN, W/M, 24 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
19. Burglary 1st: Suspect; KN, W/M, 24 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
20. Assault 1: Suspect: JK, B/M, 33 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
21. Armed Criminal Action: Suspect: JK, B/M, 33 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
22. Burglary 1st: Suspect: JK, B/M, 33 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
23. Possession of a Controlled Substance: Suspect: JK, B/M, 33 yoa, Victim: MH, B/M, 23 yoa, Disposition: Reports sent to RCPA
24. Statutory Sodomy: Suspect; LH, W/F, 43 yoa, Victim; NC, W/F, 14 yoa, Disposition: Reports sent to RCPA
25. Federal Felon in Possession of a Firearms: Suspect; CL, B/M, 42 yoa, Victim: United States of America, Disposition: Reports sent to AUSA Western District
26. Burglary 1st (Arrest on Warrant): Suspect; AF, W/F, 27 yoa, Victim: State of Missouri, Disposition: Reports sent to MCPA
27. Resisting Arrest by Fleeing: Suspect; AF, W/F, 27 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
28. Unlawful Possession of Drug Paraphernalia: Suspect; AF, W/F, 27 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
29. Trafficking Drugs 2nd: Suspect; AW, W/M, 41 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
30. P&P Warrant: Suspect; AW, W/M, 41 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
31. Delivery of a Controlled Substance (Warrant Arrest): Suspect; AW, W/M, 41 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
32. Trafficking Drugs 2nd: Suspect; CV, W/F, 20 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
33. P&P Warrant: Suspect; CV, W/F, 20 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
34. DWS/R 1st: Suspect; LC, W/M, 42 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
35. Endangering the Welfare of a Child (FTA Warrant): Suspect; AH, W/F, 20 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
36. Tamping with a Motor Vehicle 1st: Suspect; LW, W/F, 27 yoa, Victim: Marcey Motors, Disposition: Reports sent to RCPA
37. Possession of a Controlled Substance: Suspect; LW, W/F, 27 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

- 38. Unlawful Use of Drug Paraphernalia: Suspect; LW, W/F, 27 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 39. Probation Violation Warrant: Suspect; DC, B/M 29 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 40. Driver Fail to Secure Child <8 in Proper Restraint: Suspect; HW, W/F, 38 yoa, Victim: ES, B/M, 4 yoa, Disposition: Reports sent to MPA
- 41. Driver Fail to Secure Child <8 in Proper Restraint: Suspect; HW, W/F, 38 yoa, Victim: QS, B/M, 4 yoa, Disposition: Reports sent to MPA
- 42. Statutory Rape- 1st Degree: Suspect: JW, W/M, 19 yoa; Victim: KA, W/F, 13 yoa. Disposition: Reports sent to Blue Springs PD

Cases Cleared.....	42
Interviews.....	74
Interrogations.....	10
Reports Written.....	73

Special Assignments

- Monthly Report
- Typed Reports
- Located subject wanted for stealing trailer
- Located wanted subject out of Boone County for Unlawful Possession of a Firearm, subject resisted, drugs located
- Interviewed subject for drug information
- Assisted Blue Springs PD Special Victims Unit with investigation
- Responded to Rainbow House for SAFEs
- Called in for stabbing investigation
- Photographed crime scene

Responded to University Hospital to interview victim in stabbing
Interviewed witness in robbery/stabbing investigation
Attempted contact with suspects in reference to stabbing/robbery investigation
Contacted MIAC to have photo line-up developed
Responded to University Hospital for follow up interview/photo line-up
Arrested two suspects in stabbing investigation
Called in to interview third suspect in assault/robbery investigation
Spoke with Kansas Bureau of Investigation in reference to federal drug/firearms case
Took initial report on a possible sexual assault, occurring in early 1990s
Interviewed suspects in assault 1st degree
Interviewed witness in assault 1st case
Interviewed suspect in Statutory Sodomy 1st case
Responded and investigated infant death
Took new recruit to LEONs
Attended SWAT training
Trained new recruit on the Axon Body Camera
Assisted NOMO with narcotics search warrant
Attempted to get security video for child death
Interviewed neighbors in child death
Interviewed Aunt in child death
Reviewed information received from execution of Snapchat search warrant
Located wanted individual after investigating whereabouts
Assisted in interview for MPD employment
Located stolen vehicle and worked initial report, suspect arrested.
Attended court
Assisted patrol in locating vehicle which eluded them
Assisted patrol in apprehension of suspect with felony warrant
Typed reports
Collected drug information from public
Approved numerous reports for Detective Unit.
Assisted with arrest of subject with warrant out of Boone County (Unlawful Possession of Firearm).
Assisted Blue Springs PD with the arrest of a subject for Statutory Rape 1st Degree.
Spoke with employees of North Village and University Hosp. in reference to sexual assault investigation.
Spoke with mother of victim of reported sexual assault in reference to scheduling medical exam.
Spoke with Boone County Cyber Crimes in reference to child pornography investigation.
Assisted with Assault 1st Degree (Stabbing) investigation.
Completed MSHP Lab Analysis Request form for Sexual Assault investigation.
Assisted with arrest of two suspects in reference to Assault 1st Degree.
Responded to Rainbow House in Columbia for forensic interview for Child Molestation investigation.
Assisted with Death Investigation of infant.
Watched required storm water training video.
Attended autopsy for death investigation of infant at University Hospital.



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Assisted with narcotics search warrant with NOMO Drug Task Force.
Attended Child Death Review Board.
Spoke with Detective with Memphis TN PD in reference to Homicide investigation.
Completed required online training for Social Media Liability.
MIRMA Online Training: Active Shooter: Phases and Prevention.
MIRMA Online Training: Active Shooter: Preparation and Response.
MIRMA Online Training: Active Shooter: Recognition and Basic Response.
MIRMA Online Training: Ambush Awareness and Preparation.
MIRMA Online Training: Emergency Preparation and Egress.
MIRMA Online Training: Juvenile Corrections.
Attended supervisors meeting

Recovered Property

2002 Silver Honda Civic est. value \$2,000.00

Respectfully Submitted,

Tracey Whearty
Commander

Moberly Fire Department September Monthly Report 2020



City of Moberly Fire Department

Emergency Dial 911
Station #1 660-269-8705 EXT 2032
Fax# 660-263-0596
E-mail jwasham@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO 65270-1520
Interim Fire Chief
Jerry Washam

To: Mayor and City Council
 From: Jerry Washam, Interim Fire Chief
 Date: August 31, 2020
 Re: August Monthly Council Report:

- Last month the fire department responded to 75 incidents, we are up from 69 incidents from the previous month.
- We are getting ready for Fire prevention Week in October. We will deviate from what we had done in the past due to Covid-19.
- The Department continues doing annual hydrant testing, CFO inspections and gas appliance inspections.
- The Department continues training on fire related subjects and Health and Wellness. We continue to work towards the 240 hrs of training per person per year. This is what ISO requires.
- I revamped the hiring process. We had 21 applicants apply. We tested 7. I have hired 4 new employees. They will start the last week of September through the first week of October. This makes a total of 5 employees (Firemen) I have hired since Chief Albert retired.
- Emergency Management: Attended several conference calls dealing with the COVID.
- The ladder portion of the Tower Truck has been tested, no major issues. I am having Sutphen look at a minor issue with a cable that came up during last year' and this year's inspection.

Notice for October 2020

- Fire Prevention week
- Training new firefighters
- Advertising for new potential employees for the purpose of keeping up a hiring list.
- Captain Bob Hardy's retirement party is October 23rd. at Fire Station #1 from 3:00pm to 5:00pm.
- Interviewing for Captain's position



City of Moberly Fire Department

Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
300 Pickup	24
2007 Chevy	
302 Saber	26
303	1
304 Contender	1
305 Contender	39
Total Number of Incidents: 72	

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary
Filter Name: Last Month
Filter Expression: [AlarmDateTime] is between '9/1/2020 12:00:00 AM' and '9/30/2020 11:59:59 PM'

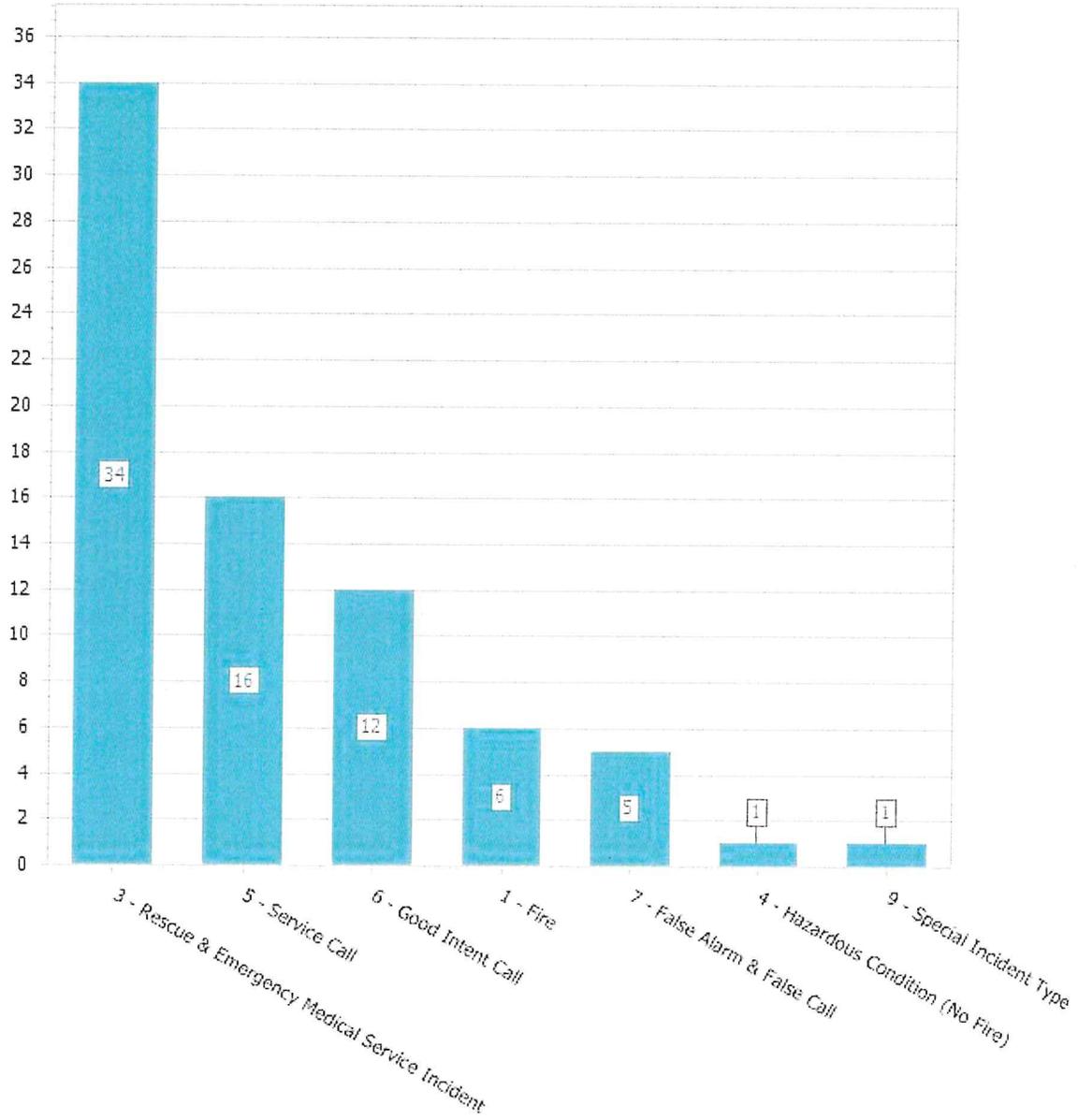


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
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City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2000538	0	9/3/2020 8:09:00 PM	632 Porter ST, Moberly, MO 65270
2000542	0	9/5/2020 4:37:57 PM	412 POLSTON, Moberly, MO 65270
2000578	0	9/21/2020 11:45:28 PM	764 Taylor ST, Moberly, MO 65270
2000588	0	9/26/2020 10:21:39 AM	211 ROTHWELL PARK, Moberly, MO 65270
2000592	0	9/27/2020 8:30:48 PM	1106 N Morley ST, Moberly, MO 65270
2000594	0	9/28/2020 6:01:05 PM	708 MONROE, Moberly, MO 65270

Total Incidents: 6

Incident Type: 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2000529	0	9/1/2020 11:38:20 AM	800 SINNOCK, Moberly, MO 65270
2000534	0	9/2/2020 4:18:00 PM	1000 N Morley ST, Moberly, MO 65270
2000536	0	9/3/2020 12:38:59 PM	416 HALLECK, Moberly, MO 65270
2000538	0	9/3/2020 8:15:52 PM	706 S Clark ST, Moberly, MO 65270
2000539	0	9/4/2020 10:44:06 AM	706 CLARK, Moberly, MO 65270
2000540	0	9/4/2020 12:01:42 PM	702 WEINTZ, Moberly, MO 65270
2000543	0	9/6/2020 1:46:02 AM	112 COLLINS, Moberly, MO 65270
2000547	0	9/7/2020 5:06:22 PM	630 PORTER, Moberly, MO 65270
2000549	0	9/8/2020 2:21:00 AM	409 Garfield, Moberly, MO 65270
2000550	0	9/8/2020 12:50:40 PM	419 MOREHEAD ST, Moberly, MO 65270
2000553	0	9/9/2020 7:47:00 AM	220 TAYLOR, Moberly, MO 65270
2000555	0	9/9/2020 9:05:47 AM	220 TAYLOR, Moberly, MO 65270

2000554	0	9/9/2020 9:13:54	821 N AULT, Moberly, MO 65270 AM
2000558	0	9/11/2020 12:10:50	1416 MCKINSEY, Moberly, MO 65270 PM
2000561	0	9/12/2020 6:13:38	409 GARFIELD, Moberly, MO 65270 PM
2000562	0	9/13/2020 8:40:30	1201 FRANKLIN, Moberly, MO 65270 AM
2000563	0	9/13/2020 11:28:45	410 AULT, Moberly, MO 65270 AM
2000564	0	9/13/2020 12:15:57	1623 WILLIAMS, Moberly, MO 65270 PM
2000565	0	9/15/2020 3:32:38	1000 WILLIAMS, Moberly, MO 65270 PM
2000566	0	9/15/2020 4:06:21	1177 MORLEY, Moberly, MO 65270 PM
2000570	0	9/16/2020 9:16:03	1751 URBANDALE, Moberly, MO 65270 AM
2000573	0	9/18/2020 4:28:00	845 Homestead DR, Moberly, MO 65270 AM
2000574	0	9/18/2020 8:29:06	1206 MORLEY, Moberly, MO 65270 PM
2000577	0	9/20/2020 9:52:20	511 SHUMATE LN, Moberly, MO 65270 AM
2000578	0	9/20/2020 10:43:36	326 MORLEY, Moberly, MO 65270 PM
2000580	0	9/23/2020 8:51:43	836 BOND ST, Moberly, MO 65270 AM
2000581	0	9/23/2020 9:25:02	619 FORT, Moberly, MO 65270 AM
2000582	0	9/23/2020 1:28:26	825 MORLEY, Moberly, MO 65270 PM
2000585	0	9/24/2020 11:18:59	620 West COATES #B, Moberly, MO 65270 PM
2000587	0	9/25/2020 8:31:17	1400 Morley, Moberly, MO 65270 PM
2000589	0	9/26/2020 11:32:55	1830 FISK, Moberly, MO 65270 AM
2000595	0	9/28/2020 8:01:52	ROLLINS, Moberly, MO 65270 PM
2000597	0	9/29/2020 8:21:10	522 MCKINLEY AVE, Moberly, MO 65270 PM
2000602	0	9/30/2020 7:20:07	415 Promenade ST, Moberly, MO 65270 PM

Total Incidents: 34

Incident Type: 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2000571	0	9/16/2020 11:12:41 AM	828 CLEVELAND, Moberly, MO 65270

Total Incidents: 1

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2000530	0	9/1/2020 1:00:00 PM	616 Wescott ST, Moberly, MO 65270
2000531	0	9/1/2020 2:00:00 PM	1381 Lantern Pointe LOOP, Moberly, MO 65270
2000532	0	9/1/2020 2:30:00 PM	466 E Burkhart ST, Moberly, MO 65270
2000533	0	9/1/2020 7:17:02 PM	205 Farror ST, Moberly, MO 65270
2000537	0	9/3/2020 3:30:00 PM	703 TAYLOR, Moberly, MO 65270
2000541	0	9/5/2020 3:00:00 PM	500 Oak, Moberly, MO 65270
2000545	0	9/7/2020 6:05:02 AM	411 MORLEY, Moberly, MO 65270
2000548	0	9/7/2020 10:53:00 PM	205 Farror #406, Moberly, MO 65270
2000551	0	9/8/2020 2:00:00 PM	1520 Ridgeline DR, Moberly, MO 65270
2000552	0	9/8/2020 4:00:00 PM	421 Fulton AVE, Moberly, MO 65270
2000560	0	9/12/2020 4:12:33 PM	400 us 24, Moberly, MO 65270
2000572	0	9/17/2020 1:25:00 PM	1500 Morley ST, Moberly, MO 65270
2000593	0	9/28/2020 2:55:00 PM	2061 N. Morley ST N, Moberly, MO 65270
2000599	0	9/30/2020 1:00:00 PM	1352 Lantern Pointe LOOP, Moberly, MO 65270
2000600	0	9/30/2020 1:00:00 PM	1352 Lantern Pointe LOOP, Moberly, MO 65270
2000601	0	9/30/2020 2:00:00 PM	512 W McKinsey ST, Moberly, MO 65270

Total Incidents: 16

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2000535	0	9/2/2020 5:55:22 PM	900 S Morley ST S, Moberly, MO 65270
2000544	0	9/6/2020 4:31:22 PM	714 COATES, Moberly, MO 65270
2000556	0	9/10/2020 10:03:15 AM	101 COATES, Moberly, MO 65270
2000557	0	9/11/2020 8:54:33 AM	301 S MORLEY ST, Moberly, MO 65270
2000559	0	9/11/2020 10:21:00 PM	616 Grand AVE, Moberly, MO 65270
2000568	0	9/15/2020 10:37:52 PM	1600 HIGHWAY DD, Moberly, MO 65270
2000575	0	9/18/2020 11:34:28 PM	410 PATTON, Moberly, MO 65270
2000576	0	9/20/2020 9:06:27 AM	1600 HIGHWAY DD, Moberly, MO 65270
2000579	0	9/22/2020 3:35:31 PM	528 CARPENTER, Moberly, MO 65270
2000583	0	9/24/2020 1:57:52 AM	1301 HIGHWAY 24, Moberly, MO 65270
2000584	0	9/24/2020 1:42:08 PM	826 Concannon St ST, Moberly, MO 65270
2000596	0	9/29/2020 8:21:38 PM	801 HOMESTEAD DR, Moberly, MO 65270

Total Incidents: 12

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2000546	0	9/7/2020 1:43:19 PM	901 UNION, Moberly, MO 65270
2000567	0	9/15/2020 5:55:16 PM	1961 HIRST, Moberly, MO 65270
2000590	0	9/27/2020 10:27:01 AM	1600 E Rollins ST, Moberly, MO 65270
2000591	0	9/27/2020 6:50:33 PM	800 Sinnock AVE #3, Moberly, MO 65270
2000598	0	9/30/2020 2:56:00 AM	700 URBANDALE DR, Moberly, MO 65270

Total Incidents: 5

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2000586	0	9/25/2020 10:35:00 AM	1023 Myra, Moberly, MO 65270

Total Incidents: 1

Total Number of Distict Incidents: 73

Total Number of Distict Incident Types: 25

Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '9/1/2020 12:00:00 AM' and '9/30/2020 11:59:59 PM'

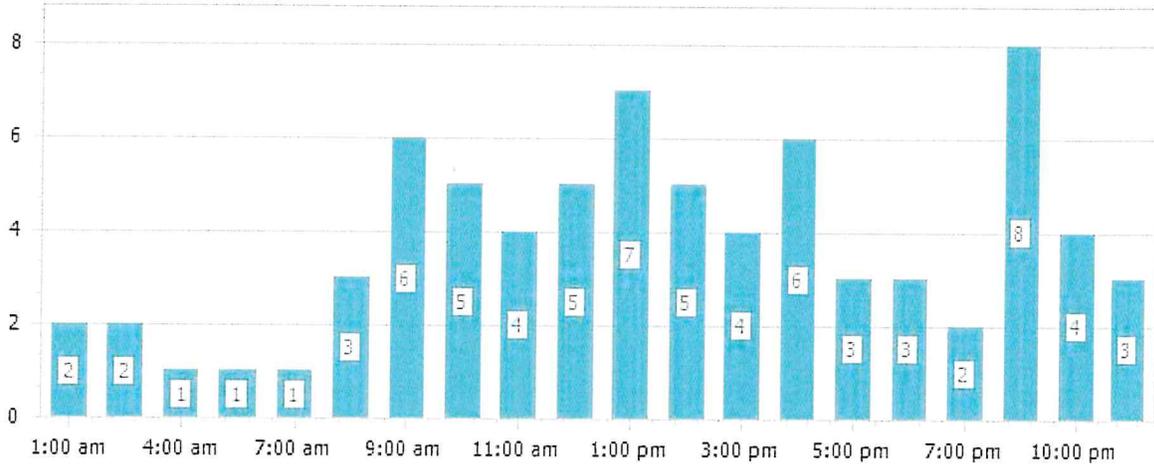


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000543	0	9/6/2020	311 - Medical assist, assist EMS crew
2000583	0	9/24/2020	611 - Dispatched & canceled en route

Total Number of Incidents: 2

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000549	0	9/8/2020	311 - Medical assist, assist EMS crew
2000598	0	9/30/2020	735 - Alarm system sounded due to malfunction

Total Number of Incidents: 2

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000573	0	9/18/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000545	0	9/7/2020	5311 - Report of odor with nothing found

Total Number of Incidents: 1

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000553	0	9/9/2020	3112 - Lift Assistance

Total Number of Incidents: 1

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000557	0	9/11/2020	651 - Smoke scare, odor of smoke
2000562	0	9/13/2020	3112 - Lift Assistance
2000580	0	9/23/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000555	0	9/9/2020	321 - EMS call, excluding vehicle accident with injury
2000554	0	9/9/2020	321 - EMS call, excluding vehicle accident with injury
2000570	0	9/16/2020	321 - EMS call, excluding vehicle accident with injury
2000576	0	9/20/2020	641 - Vicinity alarm (incident in other location)
2000577	0	9/20/2020	321 - EMS call, excluding vehicle accident with injury
2000581	0	9/23/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
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2000539	0	9/4/2020	3112 - Lift Assistance
2000556	0	9/10/2020	611 - Dispatched & canceled en route
2000586	0	9/25/2020	911 - Citizen complaint
2000588	0	9/26/2020	154 - Dumpster or other outside trash receptacle fire
2000590	0	9/27/2020	733 - Smoke detector activation due to malfunction

Total Number of Incidents: 5

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000529	0	9/1/2020	321 - EMS call, excluding vehicle accident with injury
2000563	0	9/13/2020	321 - EMS call, excluding vehicle accident with injury
2000571	0	9/16/2020	444 - Power line down
2000589	0	9/26/2020	3112 - Lift Assistance

Total Number of Incidents: 4

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000536	0	9/3/2020	321 - EMS call, excluding vehicle accident with injury
2000540	0	9/4/2020	321 - EMS call, excluding vehicle accident with injury
2000550	0	9/8/2020	3112 - Lift Assistance
2000558	0	9/11/2020	321 - EMS call, excluding vehicle accident with injury
2000564	0	9/13/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 5

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000530	0	9/1/2020	5001 - Gas Appliance Inspection
2000546	0	9/7/2020	733 - Smoke detector activation due to malfunction
2000572	0	9/17/2020	5005 - CFO Inspection
2000582	0	9/23/2020	321 - EMS call, excluding vehicle accident with injury
2000584	0	9/24/2020	631 - Authorized controlled burning

2000599	0	9/30/2020	5001 - Gas Appliance Inspection
2000600	0	9/30/2020	5001 - Gas Appliance Inspection

Total Number of Incidents: 7

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000531	0	9/1/2020	5001 - Gas Appliance Inspection
2000532	0	9/1/2020	5001 - Gas Appliance Inspection
2000551	0	9/8/2020	5001 - Gas Appliance Inspection
2000593	0	9/28/2020	5005 - CFO Inspection
2000601	0	9/30/2020	5001 - Gas Appliance Inspection

Total Number of Incidents: 5

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000537	0	9/3/2020	5001 - Gas Appliance Inspection
2000541	0	9/5/2020	5001 - Gas Appliance Inspection
2000565	0	9/15/2020	321 - EMS call, excluding vehicle accident with injury
2000579	0	9/22/2020	631 - Authorized controlled burning

Total Number of Incidents: 4

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000534	0	9/2/2020	321 - EMS call, excluding vehicle accident with injury
2000542	0	9/5/2020	111 - Building fire
2000544	0	9/6/2020	651 - Smoke scare, odor of smoke
2000552	0	9/8/2020	5001 - Gas Appliance Inspection
2000560	0	9/12/2020	5101 - Assist person in distress
2000566	0	9/15/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000535	0	9/2/2020	651 - Smoke scare, odor of smoke
2000547	0	9/7/2020	321 - EMS call, excluding vehicle accident with injury
2000567	0	9/15/2020	733 - Smoke detector activation due to malfunction
Total Number of Incidents:			3

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000561	0	9/12/2020	321 - EMS call, excluding vehicle accident with injury
2000591	0	9/27/2020	7401 - Unintentional alarm transmission medical
2000594	0	9/28/2020	131 - Passenger vehicle fire
Total Number of Incidents:			3

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000533	0	9/1/2020	510 - Person in distress, other
2000602	0	9/30/2020	3113 - Standby, No care provided
Total Number of Incidents:			2

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000538	0	9/3/2020	1513 - Yard Waste/ Refuse Fire
2000538	0	9/3/2020	3112 - Lift Assistance
2000574	0	9/18/2020	3112 - Lift Assistance
2000587	0	9/25/2020	321 - EMS call, excluding vehicle accident with injury
2000592	0	9/27/2020	131 - Passenger vehicle fire
2000595	0	9/28/2020	324 - Motor vehicle accident with no injuries.
2000597	0	9/29/2020	321 - EMS call, excluding vehicle accident with injury
2000596	0	9/29/2020	611 - Dispatched & canceled en route
Total Number of Incidents:			8

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000548	0	9/7/2020	554 - Assist invalid
2000559	0	9/11/2020	651 - Smoke scare, odor of smoke
2000568	0	9/15/2020	611 - Dispatched & canceled en route
2000578	0	9/20/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000575	0	9/18/2020	611 - Dispatched & canceled en route
2000578	0	9/21/2020	151 - Outside rubbish, trash or waste fire
2000585	0	9/24/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '9/1/2020 12:00:00 AM' and '9/30/2020 11:59:59 PM'

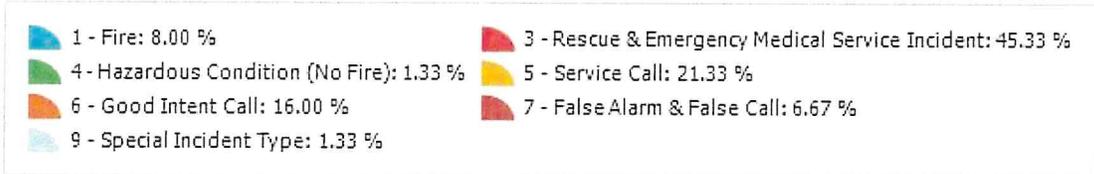
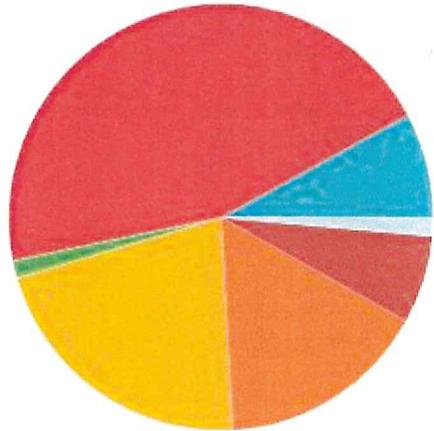


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
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City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	1	1.33%
131 - Passenger vehicle fire	2	2.67%
151 - Outside rubbish, trash or waste fire	1	1.33%
1513 - Yard Waste/ Refuse Fire	1	1.33%
154 - Dumpster or other outside trash receptacle fire	1	1.33%
311 - Medical assist, assist EMS crew	2	2.67%
3112 - Lift Assistance	7	9.33%
3113 - Standby, No care provided	1	1.33%
321 - EMS call, excluding vehicle accident with injury	23	30.67%
324 - Motor vehicle accident with no injuries.	1	1.33%
444 - Power line down	1	1.33%
5001 - Gas Appliance Inspection	10	13.33%

Incident Type	Total Incidents	Percent
5005 - CFO Inspection	2	2.67%
510 - Person in distress, other	1	1.33%
5101 - Assist person in distress	1	1.33%
5311 - Report of odor with nothing found	1	1.33%
554 - Assist invalid	1	1.33%
611 - Dispatched & canceled en route	5	6.67%
631 - Authorized controlled burning	2	2.67%
641 - Vicinity alarm (incident in other location)	1	1.33%
651 - Smoke scare, odor of smoke	4	5.33%
733 - Smoke detector activation due to malfunction	3	4.00%
735 - Alarm system sounded due to malfunction	1	1.33%
7401 - Unintentional alarm transmission medical	1	1.33%
911 - Citizen complaint	1	1.33%

Total Number of Incidents: 75

Total Number of Incident Types: 25

Incident Type	Total Incidents	Percent
---------------	-----------------	---------

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '9/1/2020 12:00:00 AM' and '9/30/2020 11:59:59 PM'



Monthly Report

September 2020

		2020	2019
Parks	Thompson Campground	219	Campground Daily(163) Campground Monthly(11) Tent Camping(45) 211
	Misc Thompson Campground	\$180	Dump Station (9) \$20
	Miscellaneous Park Fees	\$115.80	\$65.00
	Overnight Fishing Passes	2	0
	Paddleboat Rental	0	Closed Due to Covid 20
	Canoe Storage	\$25.00	Boat Storage (1) \$25.00
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	-	-
	Agricultural Barns	-	-
	Equestrian Area/ Rodeo Ground	-	-
	James Youth Center	11	Boy Scouts(3) Girl Scouts(3) Fair Board(1) Bridal Shower(1) 4-H(1) Primary Purpose(1) Family Reunion(1) 6
	Lodge	5	Rotary(4) Baby Shower(1) 13
	Lion's Beuth Park	-	-
	Fox Park (entire)	-	-
	Fox Park Tennis/Pickle Ball Courts	5	Reservation(1) Internal: Pickleball Lessons(4) 0
	Shelter 1 Tennis Courts	-	-
	Tannehill Park	1	Internal: Concert in the Park(1) 5
Wilhite Tennis Courts	-	-	
Depot Park	-	-	
		2020	2019
Fields	Red 1	0	1
	Red 2	0	1
	Blue 1	13	Centralia Football Games(1) Little Spartan Football Practices(11) Little Spartan Football Games(1) 2
	Blue 2	1	Little Spartan Football Games(1) 2
	Blue 3	11	Little Spartan Football Practices(11) 2
	Green 1	0	1
	Green 2	0	1
	Green 3	12	Adult Softball Games(12) 13
	Green 4	0	2
	Green 5	8	Adult Softball Games(8) 1
	Green 6	0	1
	Groeber	5	Softball Practices(5) Internal: Field Renovations(1 res. for 19 days) 0
	Meinert	1	Internal: Field Renovations(1 res. for 24 days) 3
	Patrick	1	Internal: Field Renovations(1 res. for 24 days) 2
	Fox Field	1	Internal: Field Renovations(1 res. for 22 days) 0
Batting Cages	0	2	

	2020		2019
Shelters	Shelter 1	3	Memorial(1) Church Picnic(1) Birthday Party(1) 4
	Shelter 3	3	Church Service(1) Memorial(1) Family Gathering(1) 2
	Shelter 5	1	Family Gathering(1) 3
	Fox Park Shelter	3	Birthday Party(2) Family Gathering(1) 3
	Klein Shelter	1	Church Picnic(1) 2
	Riley Pavilion	2	4-H Event(1) 5k Event(1) 3
	Lake Pavilion	5	Family Reunion(1) Birthday Party(3) Church Event(1) 7
	Meditation Garden and Legacy Overlook	-	-

	2020		2019
Auditorium	Entire Facility	2	Wedding (1 res. For 2 days) Conference(1) 7

	2020		2019
Aquatic Center	Entire Facility	-	Closed Due to Covid -
	Party Area	-	-

	2020		2019
Recreation			

Director – Troy Bock

- Sold 10 electric golf carts on surplus to make way for new carts which will be added to the new golf cart lease. An additional 10 gas carts are being traded in on the new lease to buy down the price. We are keeping 2 additional gas carts for maintenance and other purposes at the course.
- Our staff is working on reformatting some of our programming in 2021 to freshen our offerings and focus on more outdoor/conservation related events.
- The Depot Park restroom work should resume October 19th. We are hoping Hutchinson Recreation can pour the slab for the pavilion before cool temperatures set in.
- Bids were received for roofing at the athletic complex – concession building and both restroom buildings. This was a budgeted project. Beaverson was the low bid and came in under budget so we are recommending approval of his bid.
- We are receiving bids to redo the rock work below the Water Works spillway now that FEMA funding has been approved for the project.
- Top Quality (Nick Davidson) plans to return this fall and finish the removal of dead limbs along trails to reduce liability issues.
- I have visited with several pickleball players to:
 - Let them know the courts at Fox will remain open until snow/freezing rain is forecast. During warm weather in the winter, nets will be put back at Fox courts only to allow for tennis and pickleball play.
 - We will be getting a quote to place pickleball lines on the tennis court at Fox. It will cost more than if we had done this when the courts were built (\$300), but I'm having the company price it as if they do it when they're working on other courts within 30-45 miles. They have a couple projects coming next year where this would be the case. Hopefully this keeps it affordable.
 - I indicated we could come up with the funds for a bench if they came up with the funds for a second one. We would also eat the labor and concrete as we usually do when working with the memorial bench program. This is a win-win that will make things more affordable for both groups.
- Heritage Hills
 - The three new pumps are finally installed along with the new controller/equipment in the pumphouse at hole 13.
 - The new carts added to the lease are delayed and should arrive in early November.
 - Cart paths on the back 9 are finished which will help the course remain open for individual play and tournaments after inclement weather. As funding allows, we will be looking at working on front 9 cart paths a section at a time, though this will likely begin in the spring.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Attended Social Media Training as required by the City.
- Worked with Craig Mattox, Park Ranger, to understand the logistics of the Ranger position. This was to ensure we can best set-up the campground reservations in our software system so it works for everyone.
- Met with Cole Calloway, Pastor at Redeemer Church, on using their stage for the 4th of July 2021. Currently working on a contract for stage use between the department and Redeemer Church.
- Attended Fees and Policies meeting to go over requested fee adjustments for 2021.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Continuing electrical work at the Rodeo Arena (this is for Altrusa) and Tannehill Park.
- The final striping was done at the Lodge and staff re-installed the parking curbs.
- Staff helped with the set-up/tear down for Fall Fest, putting up barriers, hay bales, trash barrels, running additional electric lines for the vendors, putting out the marquee, etc.
- Coordinated the new infield materials to be brought in for Mienert, Patrick, Groeber, and Fox baseball fields.
- Staff has completed painting the walls at the Women’s and Family Bathrooms at the Pool and put two coats on the floors of all three bathrooms at the Pool. We are now addressing the Umbrella posts and the remaining chained link pipes while the weather is still warm enough.
- Larry Apel has been applying a water sealant to the Shelter’s upright posts, some picnic tables, and at Candy Cane Overlook. Dale Roberts recently completed adding a sealant on the top edge of all the wooden posts at the Dog Park, to again seal against rotting and post failure.
- At Tannehill, we’ve cut out the cracked concrete in three different locations to repair the cracks in the sidewalk around the Gazebo, which were close to becoming a hazard. We will remove these sections and pour new concrete.
- At Fox Park, the dirt work on the outfield of the baseball field is almost complete. It is much more level than before. Talking with Tom Willis, we struck a deal on bringing us approximately 50 loads of the excess topsoil to the backside of the Works building, and 13 loads of clay behind the Sale Barn for the Solar Panels. We are tilling up some of the clay and plan to take a couple of loads to the Mini Railroad to lessen the swale across from the ticket building and down from the Maze Garden.
- Staff has been cleaning/sanitizing 7 days a week, the four bathrooms that are open, and sanitizing on all playgrounds once a week.
- We added a concrete walkway leading to the Timberlake Overlook, and added some topsoil on both sides, seeded and watered. Friends of the Park and Timberlake will pay for the concrete.
- still waiting for another section of the tube slide at Candy Cane Playground to arrive, to make repairs.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Continued holding Little Spartans football practice on Tuesday and Thursday nights from 6 pm to 8 pm on Blue 1 and Blue 3 football fields.
- Competitive Adult Softball league is held on Tuesday nights on Green field 3 and Green field 5.
- Little Spartan Football home games were held on September 19th and September 26th.
- Hosted Centralia youth football games on September 26th.

Amanda Warder – Recreation Supervisor**Concessions:**

- Finished out the season with the Lewis and Clark softball tournament and the Cross-Country Tournament.

Events:

- Fall Festival went well, although the rain was a contributing factor to the crowd size being down. The music was a hit and I would love to have the Preston Ary band back next year.
- Hannah and I have been coordinating on Trick or Treat Trail, and planning is well underway.
- The Activity Guide has been in the works and we are gathering more partnerships.

Director of Utilities Monthly Report, Mary West-Calcagno, Director
October 2020

Director’s Summary

Utilities Department Financial Stats:

For the month ended September 30, 2020, water sales collections were at 28.01% (\$238,919.45 for September) and collections for sewer use were at 27.22% (\$320,51.16 for September). Overall revenues for all categories were at 27.42% with \$1,618,076.03 collected from a budgeted revenue of \$5,901,662.80 for the year. September revenues totaled \$581,024.15. There was no transfer from operating reserves; a transfer to operating revenues in the amount of \$158,190.77 was made.

Expenses for operations and maintenance for the Administration, Distribution and Collection, Water Treatment, Wastewater Treatment and Stormwater Departments is budgeted at \$4,314,196.79. For the month of September, \$276,912.83 has been spent, for 18.25% of budget.

Energy Solutions Professionals Project: The antennas have been installed in all five locations and Utilities staff are currently able to read 3584 of the 3623 installed meters. The project is approximately 67% complete as of October 13. The meters that are not picking up are being investigated by RTS. gWorks (Summit) has updated the meter reader interface to enable Neptune’s meter reading platform to receive the meter sizes and latitude/longitude data for each meter. The update was received October 13 and was installed on October 14. Once enabled, this will allow us to calculate daily flows through our system once all the meters are installed. This should help us track water loss more accurately.

Meter Size	5/8"	1"	2"	3"	4"	6"
# Installed	3471	305	110	8	4	1

Drinking Water Quality: The annual flushing of our system started on October 5. Once the flushing of the system is complete, we will have tested each hydrant for operation as required by the recently passed Missouri legislation. The Fire Department tests the hydrants for flow and pressure as required by the ISO and this is a separate requirement.

Wicker Tower is out of service for painting of the interior. Rollins Tower interior painting was recently completed and put back online. This work is paid for through an annual service contract, so the City can budget for maintaining our water towers.

FEMA Emergency Declaration Disaster Funding: The grant money awarded will be 75% federal funding, 25% match. The projects recommended by FEMA to move forward for funding include the Sugar Creek Lake Road Slide, repair to a sewer in Homestead subdivision, and the spillway from Water Works Lake. The amount of the funding has not yet been determined.

EDA Infrastructure Grant: Received notice that the City will receive a grant for water and sewer projects for \$4.8M with \$1.8M in City match for a total of \$6.4M in projects. The projects include replacing large diameter water lines on Sturgeon Street and Rollins Street, increasing the size of the water main on Hwy 24 and N. Morley to serve the Plumrose Bacon Facility, improvements to the N. Morley Street lift station and extension of the force main, sewer rehabilitation downtown, combined sewer system storage downtown, and a regional stormwater basin improvement in the MAIP.

Dept. Summary:

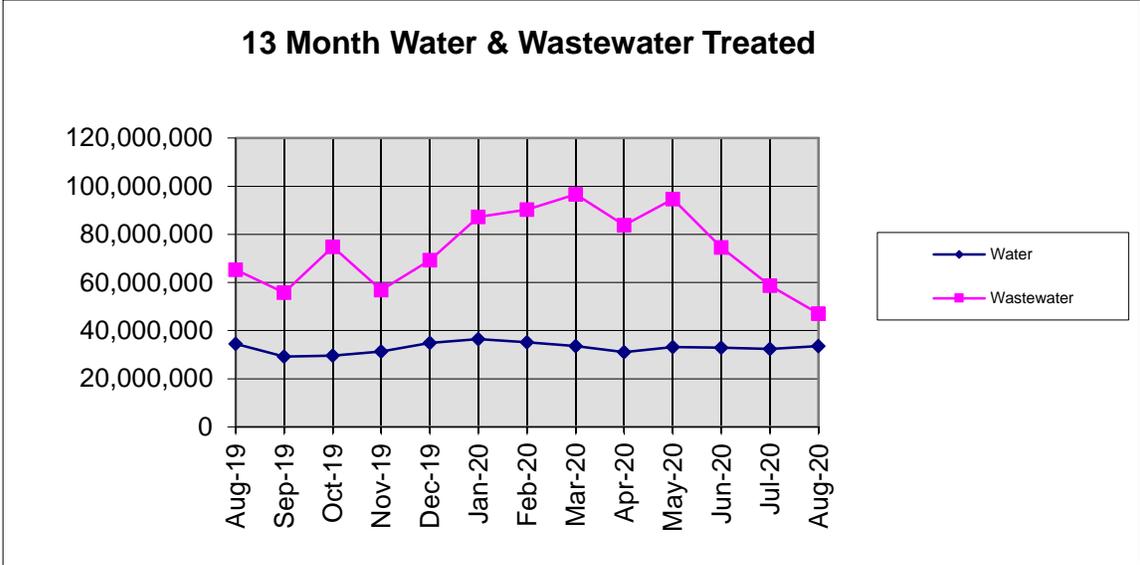
Drinking water produced: 31.905 MG (1.063 MG/Day)
 Wastewater Treated: 38.473 MG (1.282 MG/Day)
 Wastewater from Combined Sewer Overflows: 0.000 MGM
 Total precipitation for September 2.7 inches

Billing activity: 22,627,828 gallons of water in the amount of \$230,500.52 and 20,995,613 gallons of sewage in the amount of \$298,630.56.

Staff issued 2463 bills for cycle 1 (Consumption between August 2 and August 31) in the amount of \$295,679.94 and 2673 bills for cycle 2 (Consumption between August 14 and September 14) in the amount of \$342,454.59 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for September 2020 = 18.5%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Sept-2020	31,905,631	2,631,716	501,666	65,722	110,335	22,627,828	25,856,79	5,902,642



Distribution and Collection Department and Customer Service

- There were ten water leaks.
- Replaced three meter valves.
- Vacuum tested the new manholes at the old Woodland hospital, they both passed.
- Poured 12.50 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 363 Missouri one call tickets for locating water and sewer lines.
- Replaced 15 lead service lines at the following locations: 623 S 4th Street, 1101 S. 4th Street, 827 S. 4th Street, 506 Franklin Avenue, 731 Vincil Street, 1116 Buchanan Street, 1124 Buchanan Street, 1230 Quinn Street, 733 Vincil Street, 711 Vincil Street, 423 Chandler Street, 910 Franklin Street, 820 Promenade, 411 Hagood, and 415 Hagood.
- Repaired three fire hydrants.
- There were 13 Sewer calls.
- Completed Bac-T sample at Virginia and Logan Street for the old Woodland hospital.
- Replaced three manholes.
- Completed 5 sewer tap inspections: 906 S. Williams, 719 E. Logan Street, 1801 Eastbrook Circle, 615 Harrison and 613 Harrison.

Wastewater Treatment Facility

- Treated 38.473 MGM an average of 1.282 MGD.
- Transferred 1,528,500 gallons of sludge from the SBR's to the digesters.
- 2.7 inches of rain fell over a 7-day period.
- Land applied 224,280 gallons of biosolids on the land application fields at WWTP.
- No discharge from Taylor CSO (outfall 002).
- No discharge from Rollins CSO (outfall 003).
- No discharge from Seven Bridges CSO (outfall 004).
- No discharge from Holman Rd. CSO (outfall 005).

- IMIN Controls calibrated the instruments in the lab at WWTP.
- Met with Pat Connors at the new Natural Crush facility to discuss upcoming pretreatment needs.
- Replaced the seal in the pista grit pump at WWTP, this repair cost 168.00\$ in parts, work was completed by city staff.
- Maverick, a boring company, plowed through the electric service line supplying power to the Airport pump station. NEMO Electric was contacted to assist city crews with repair. 2 conduit pipes were repaired and approx. 1,300 feet of supply wire was replaced, the pump station was returned to service.
- Boots farms planted a cover crop of wheat and oats on the land application fields at WWTP.
- Jefferies Electric installed remote displays on the SBR blower VFD's in the control room at WWTP.
- Submitted the ungraded DMR QA study 40 test results to ERA for grading.
- Installed a pump assembly on the effluent composite sampler at WWTP.
- Began a 14-day special sampling campaign for Jacobs Engineering.

Water Plant

- We treated and pumped to town 31,905,631 gallons of water. This is a daily average of 1,063,521 gallons per day.
- Performed 3,648 lab tests on water at different stages of treatment.
- Collected and shipped distribution samples for DNR compliance to include the following: 16 Bacteriological samples, Total Organic Carbons and Disinfection By-Products.
- Performed corrective maintenance on the chlorine feed system.
- Performed corrective maintenance on the south up flow sludge scraper motor.
- Performed corrective repairs on Carbon feeder #1 and dust collection system on the carbon silo.
- Performed corrective maintenance on polymer feed system.
- Visual inspections performed on Sparks and Wicker water tower exteriors. Interior renovations on Rollins to include sand blast and paint.

Water Quality Coordinator

- Stabilized and recycled 1538.65 lbs. non-reusable materials.
- Distributed 891.1 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1745.7 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Registered for DNR permit renewal meetings over winter.
- Scheduled storm drain stenciling with CCCB.
- Helped Master Gardeners Clean Railway Garden.
- Cleaned weeds and trash out of city hall rain gardens.
- Performed annual stormwater inspections for all municipal departments.



Moberly Area Chamber of Commerce
 211 West Reed | Moberly, MO 65270
 p. 660.263.6070 | f. 660.263.9443
www.moberlychamber.com
www.moberly.com

October 19, 2020

Report on: Tourism Promotion Services Agreement

Services Completed:

- Continue distributing Visitors Guides
- Created bags for tournaments at Shepherd Field
- Continued spending Show Me Strong Funding
 - Pushed out billboard (we have four for one month)
 - Pushed out Rothwell Park fall ad, Shopping ad and Golf ad
 - Started working on magazine design
 - Ordered clean hands kiosks, countertop shield, marketing TV and outdoor visitors guide box
- Submitted Show Me Strong September Reimbursement
- Continued with social media training
- Finalized & executed Junk Junktion (this was given in a previous report)
- Assisted Chamber Intern Karlye with various tasks
- Coordinated and executed a Live video on the Depot District's Facebook page about tourism asset, 4th Street Theatre
- Gave masks to all tourism partners and continued to assist them with other needs during this time
- Pushed out October newsletter & wrote blog over fall activities
- I have been reaching out to travel writers through a Facebook group to see if they would come to Moberly. I have received some very promising leads and affordable writers that I will be looking to put into our budget for 2021
 - Sent a few pitches for free stories to anonymous sources
- Continued working on the Travel Stories App w/ Emily
- Continued revisions to Tourism website (www.moberly.com) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated graphics, content calendar and shared social media posts for all Randolph County events/tourism attractions to promote regional activity
- Promoted all upcoming events
- Answered all calls and emails regarding events and assets in Randolph County
- Restocked the hotels with the new visitors guide & other information

Services Planned:

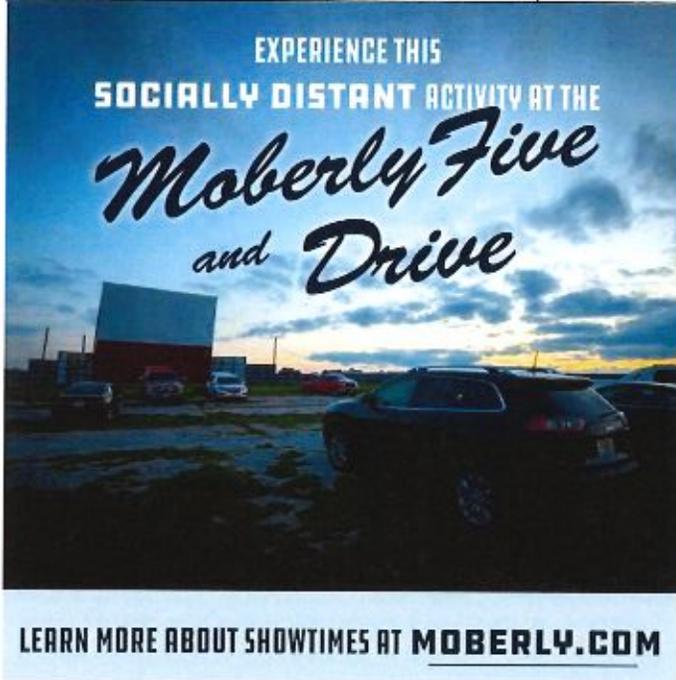
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant
- Started on gathering a committee for Christmas Festival, created a vendor application for pop-ups & parade form
 - Started marketing that information



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Social Media Reporting Likes/Follows				
	July	August	September	October
Facebook-Chamber Page	4,419	4,453	4,579	4,735
Facebook-Depot District	685	872	978	1,043
Facebook-Com Betterment	550	559	565	565
Twitter	480	481	483	485
Instagram	830	853	875	888
Instagram # of posts	732	760	787	814

Ad Reporting

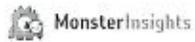


This was paid for by the Show Me Strong Grant and is 100% percent reimbursable.

Platform Ad Ran	Dates Ad Ran	Link Clicks (Directed to the website)	Reach (How many saw the ad, interacted with it or commented)	Cost
Facebook	Start Date – October 8, 2020	4,335	84,729	\$500

Other Ads are still in progress.

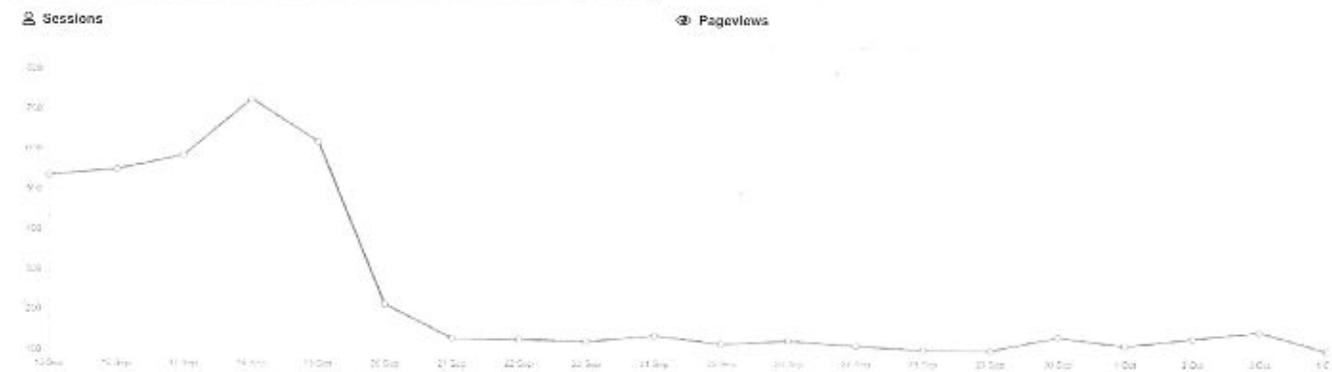
- Dashboard
- Profile
- Users
- Pages
- Content
- Keywords
- Search Console
- Analytics
- Compliance
- Advanced
- Pages
- Users
- Links
- Keywords
- Locations
- Engage
- Reports
- Settings
- Tools
- Admin
- Account
- Help & Support



Overview Publishers Search Console eCommerce Disposition Forms Heat Maps

Overview Report

Export PDF Report Last 30 days: September 15 - October 11, 2017



Sessions 8060 <small>46% vs. Previous 30 Days</small>	Pageviews 11079 <small>43% vs. Previous 30 Days</small>	Avg. Session Duration 25s <small>-2% vs. Previous 30 Days</small>	Bounce Rate 79.38% <small>7% vs. Previous 30 Days</small>
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New vs. Returning Visitors



Device Breakdown



Top 10 Countries

1. United States	7951
2. Netherlands	45
3. China	16
4. Canada	12
5. Germany	12
6. Unknown Country	7
7. South Korea	4
8. United Kingdom	2
9. India	2
10. United Arab Emirates	1

[View Countries Report](#)



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Tourism Promotion Services Agreement

Moberly Area Chamber of Commerce 2019 Service Agreement Billing

Item Number Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212 Advertising	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 15,000.00
102.000.5406 Contract Labor	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			\$ 50,000.00
102.000.5411 Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00			\$ 5,830.00
102.000.5506 Consultant Contract	\$ -	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00			\$ 3,753.00
	\$ 7,083.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 74,583.00

MAEDC Economic Development Report

September 13, 2020 – October 17, 2020

MAEDC Activity Highlights

- Hosted prospect for redevelopment of the Fennel Building. Toured Moberly Depot District and discussed real estate options.
- Forwarded additional market information from Retail Strategies to Moberly Downtown Hotel Prospect.
- Filled out questionnaire for Phase One of Missouri Certified Site Project. Engineering firm required additional information to complete their assessment.
- Met with a small business prospect looking to start a legal services consulting business. Business was looking for investment opportunities and assistance with business planning.
- Attended Downtown Moberly CID Meeting
- Hosted 25th annual MAEDC Industrial Appreciation Day
- Met with Larry Sander about Moberly Holding Company farming contracts. Real estate transactions have changed acreages and terms.
- Finalized agenda for hotel site visit, forwarded pitch deck from developers to attendees.
- Spoke with a boutique business in Fayette about the CID, business had questions about how to promote and market the benefits of the CID.
- Joined NMDP call about starting a scholarship fund for north Missouri economic developers to attend professional development. NMDP and NW Roundtable are interested in starting a memorial scholarship for Phil Tate.
- Met with engineer doing site inspection for MAIP recertification, engineer found nothing that had not already been reported before.
- Site visit with hospitality prospect from Retail Strategies. Prospect enjoyed the market and felt the opportunity was strong and have begun seeking financing.
- Conference call with Tom Cunningham on potential development projects
- Several conversations with a local retail prospect about potential City participation in their redevelopment project.
- Finalized incentives approaches to two different potential development opportunities.
- Sent proposed farm lease updates to Larry Sander.
- Met with Monroe County IDA and presented them with an engagement letter for services. IDA accepted the offer and have begun fundraising.
- Participated in a meeting about an agriculture education program in Randolph County. Conversation was attended by MACC and representatives from secondary education.
- Had a conference call with GSG about a feasibility study proposal they submitted. GSG has pitched two different opportunities to the City.
- Hosted a Facebook live with Dr. Hoyt from MRMC to discuss his practice.
- Met with Socket about their plans in Moberly and the surrounding area. Sought the opportunity to be introduced to developers before their projects are started.
- Fielded questions from local banks about hotel prospect.

- Sent follow up question to Project Green Thumb from MACC. MACC wants to make sure they have equipment to train students on the technology Green Thumb will be using.
- Attended City Council meeting to discuss two development projects.
- Worked on ordering several follow up items for hotel development project. Prospect requested an appraisal, survey, and updated feasibility study.
- Beaverson Roofing completed the new roof for MAEDC office.
- Made several updates to the MAEDC website as part of Econ Initiative update. Launched Econ Initiative with paid advertisement on social media.
- Sent proposal to retail prospect and answered several questions.
- Had an introductory phone call with a business prospect in Fayette. Prospect is looking to purchase a closed business and its assets. Discussed purchase and operational options with Anastasia with SBDC.
- Researched new real estate options for future developments
- Finalized and arranged for signing of a cooperation agreement for a retail prospect.
- Sent referrals to a local manufacturer for marketing services.
- Met with Doug Burnett from TPNB Bank and Lisa Hollingsworth with the City of Paris to discuss future plans in Monroe County. Doug and Lisa are two new officers for the Monroe County IDA.
- Sent an email to Brandi Glover, MACC, regarding a potential ag education project
- Connected with Theresa Garza, Spire Energy, regarding the format required for the gas utility questions for the Howard County Industrial Park recertification process
- Shared an email exchange with J.B. Waggoner regarding the Section 106 process for the Howard County Industrial Park
- Made a request to Shirley Olney regarding her assistance in obtaining a recertification letter of support from Mayor Jerry Jeffrey
- Continued efforts on the recertification processes for the Howard County Industrial Park and the Moberly Area Industrial Park
- Completed and submitted the Section 106 State Historic Preservation Office form for the Howard County Industrial Park
- Spoke with Allan Sharrock, MACC, regarding a potential ag education project
- Provided Dean Miller with a SCORE business template and two documents with questions for an entrepreneur upon his request for information
- Provided Tom Cunningham a draft PPI amendment regarding Patti Law's request to revise her PPI completion date and estimated cost
- Rescheduled Bonni Arnold for a meeting with Michael and me
- Contacted Amber Overfelt to confirm site information for the Howard County Industrial Park
- Spoke to Mary West-Calcagno regarding a wastewater compliance report for the Moberly Area Industrial Park recertification
- Sent Jennifer Kingsbury, MO DED, a request for assistance with the location of the wastewater quality compliance reports for the recertification process
- Continued work on the recertification process for the Moberly Area and Howard County industrial parks
- Scheduled a meeting with Dan Ess, Allan Sharrock, Aaron Vitt, and Lloyd Gittemeier regarding a potential ag education project
- Reviewed a PPI amendment provided by Tom Cunningham
- Continued work on the recertification process for the industrial parks

- Spoke with Michael Heeton and Scott Adams, MO DNR, to obtain wastewater facility inspections for the Cities of Fayette and Moberly
- Continued work on the recertification process for the industrial parks
- Worked on PPI grant program requests and follow-up
- Touched base with Kevin Stone regarding a PPI grant reimbursement
- Sent a request to Randal regarding needed updates to the PPI grant program page
- Continued work on the recertification process for the industrial parks
- Reviewed PPI website page updates that Randal completed
- Sent Megan Schmitt, Moberly Chamber of Commerce, updated PPI guidelines and application for placement on the Depot District website
- Sent J.B. Waggoner a copy of the City of Fayette wastewater facility report for review
- Connected Jeffrey Bernard, IGreens, with Dr. Dan Ess & Allan Sharrock, MACC, regarding training issues
- Met with Matt Kohly and Christi Wolverton, Socket Communications, to discuss area internet services
- Delivered PPI receipts/lien waivers to Shirley Olney, City of Moberly
- Sent an email to Jerry Swartz regarding a PPI request for information
- Created and sent a Doodle to schedule a second meeting regarding a potential regional post-secondary ag education project
- Reviewed an email and watched videos pertaining to a potential future lettuce growing process
- Finalized notes for the roundtable discussion regarding professional recruitment and shared with attendees and invitees for their further input
- Revised computer filing system
- Reviewed PPI spreadsheet for accuracy with Shirley Olney
- Distributed an email request to 29 Moberly businesses to seek what COVID-19 related layoffs may have occurred with their organization. Reviewed responses
- Rescheduled a luncheon with Doug Burnett, TPNB Bank
- Rescheduled a quarterly meeting with Brent Parson & Jason Chrisman, MRMCC
- Scheduled a follow up discussion for the Regional Ag Education Project
- Shared the updated PPI spreadsheet with Shirley Olney for review
- Continued work on the Moberly and Howard County recertification applications
- Received and reviewed a one-pager from Dr. Dan Ess regarding the regional ag education project
- Began work on the PPI memorandum for Round 6
- Delivered PPI invoice to Shirley Olney for reimbursement to Patricia Stone
- Began work on Round 6 PPI memorandum
- Emailed Jerry Swartz for additional information on five Round 6 PPI applications
- Exchanged emails with Allan Sharrock, MACC, regarding the regional ag education project
- Emailed Anastasia Tiedemann to follow-up on a client referral sent to her
- Spoke to Bonni Arnold regarding her project progress. A lender was identified
- Continued to collect responses to the COVID-19 request for information
- Compiled COVID-19 layoff responses to date. Subsequently, sent Glenn Turner an email summarizing the results
- Spoke to Louise Walter regarding a commercial Moberly property.
- Picked up environmental assessment and analytics from Louise Walter regarding a Moberly commercial property. Spoke with her about property sale options

- Scanned Walter environmental assessment and analytics for digital storage
- Completed Excel spreadsheet tutorials
- Exchanged emails with Anastasia Tiedemann, Missouri SBDC in Northeast Missouri
- Exchanged emails with Carrie Lewis-Swing, Amber Overfelt, JB Waggoner, Michael Bugalski, & Anastasia Tiedemann to connect for business services
- Delivered environmental assessment paperwork to Louise Walter
- Completed a Word tutorial
- Exchanged emails with JB Waggoner regarding a potential Fayette business
- Prepared a scheduling doodle and distributed for a Zoom meeting
- Exchanged emails with Aaron Miller, Precision Line, regarding COVID-19 layoffs
- Spoke to Allan Sharrock regarding an RFI for acreage and rail access
- Scheduled Zoom meeting with Carrie Lewis-Swing, Anastasia Tiedemann, & Michael to discuss a Fayette project
- Emailed the latest updated PPI spreadsheet to Tom Cunningham
- Contacted Linda Schnell, Lantern Pointe Sr. Development, to discuss City of Fayette interest in such a development
- Began coursework through Missouri SBDC regarding Business Plan Basics
- Continued and completed Business Plan Basics coursework
- Joined Zoom meeting with Carrie Lewis-Swing, Anastasia Tiedemann, & Michael to meet and make introductions with Carrie
- Contacted Tyler Griffith, Fayette City Administrator, regarding status of the spec building contract
- Scheduled meeting with Lisa Hollingsworth, City of Paris Superintendent
- Scheduled meeting with Mike Dimond, Fayette Main Street Director
- Emailed Jerry Swartz a waiver of lien notice for PPI project reimbursement
- Visited Plumrose construction site to see progress
- Scheduled a Fayette housing development land tour with JB Waggoner
- Scheduled a meeting with Kyle Elliott and Gina Sanders, Commercial Trust Co., Fayette
- Scheduled a Zoom meeting to accommodate an individual unable to attend Regional Ag Ed Project meeting in person
- Reviewed Google maps with Michael regarding a potential Howard County property near Rocheport
- Reached out to Bill Orendorff, Exchange Bank of New Franklin, to obtain an update on the potential New Franklin housing development
- Emailed a "Congratulations" to Sylvia Durbin, Snoddy's Store in New Franklin, for their recent store opening
- Responded to an email from Shirley Olney regarding PPI paperwork
- Joined meeting to discuss potential Regional Ag Education project
- Scheduled an October 20 follow-up regional ag education project meeting