

**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**

**December 21, 2020**

**6:00 PM**

**AMENDED AGENDA**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1. City Council Minutes**

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

**2. Correspondence from Dave Mashburn regarding the Purchase and Development Agreement.**

**3. Correspondence regarding a Missouri 911 Service Board Project Agreement.**

**Public Hearing and Receipt of Bids**

**Ordinances & Resolutions**

**4. An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For National Historic Places Nomination Consultant And Approving And Accepting A Proposal From Terri L. Foley To Complete Two National Historic Place Nominations.**

**5. An Ordinance Authorizing Acceptance by the City of Moberly of Certain Real and Personal Property in Furtherance of an Industrial Development Project; Approving the Execution and Delivery of a First Supplemental Lease Agreement; and Granting Further Authority.**

**6. An Ordinance Authorizing The City Manager To Enter Into Task Order Number 11 With Bartlett & West Supplementing A Master Agreement Dated June 14, 2016 For A Scope Of Work Agreement Which Includes Providing A Conceptual Letter And Cost Estimate For Planning Purposes Of Improvements Along Morley Street And Providing Assistance In Preparing And Submitting A Tap Application For Rollins Street, Respectively.**

**7. A Resolution Repealing Resolution R-997 And Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For The Route JJ Regional Wastewater Management System And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.**

**8. A Resolution Authorizing The City Manager To Enter Into An Agreement With SCG Consulting Services, LLC For Professional Services.**

**9. A Resolution Authorizing The City Manager To Execute An Master Agreement With Surveying & Mapping, LLC For Professional Services.**

**10. A Resolution Authorizing And Accepting The Final Change Order To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.**

11. A Resolution Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For Five Eda Funded Infrastructure Projects And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
12. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Official Reports**

13. Department Head Monthly Reports

**Anything Else to Come Before the Council**

14. Appointment to the Airport Advisory Commission
15. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending real estate, legal and negotiated contract. (MO Statute 610.021) (2, 3,12)

**Adjournment**

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at [www.cityofmoberly.com](http://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.

December 7, 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 Davis and seconded by Kyser to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A presentation was made by William Keepers CPA, Amanda Shultz, on the City of Moberly's Audit Report. Shultz reviewed the Annual Finance Report, Audit Communications Letter and Management Letter and reported no discrepancies found.

A discussion was held regarding the receipt of a letter from the property owner at 312 South Williams. It is the property owner's position that the City of Moberly's Code Requirements dictate which contractors they can use for their home renovations. The Code Requirements allow for homeowners to use the contractor of their choice, however, the contractor used must have or obtain a City License. The letter also complimented the professionalism of Building Inspector Aaron Decker, who has been working with the owner to attempt to remedy this issue.

City Manager, Brian Crane, spoke of the Missouri 911 Service Board's Fall 2020 Financial Assistance Program. An application for a \$5,000.00 loan was made to the Missouri 911 Service Board for its Fall 2020 Financial Assistance Program for the partial funding of a study by SCG Consulting Services, LLC. A letter was sent to Communications November 20, 2020, advising the loan had been approved, therefore, Crane asked the Council that #8 on the Agenda be tabled.

The following bids were received for a 2021 Ford F-150, Super Crew Cab, 4x4 (Large Door) XL Trim for the Public Utilities Department: **Joe Machens**, \$33,303.00 and **Moberly Motors**, \$36,418.00. A motion was made by Kyser and seconded by Davis to accept these bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE DEVELOPMENT AGREEMENT WITH HAYNES PROPERTY, LLC"** 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. Brubaker 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 AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE"** 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.

Kimmons introduced **"A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR THE ROUTE JJ REGIONAL WASTEWATER MANAGEMENT SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY"** 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 Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCG CONSULTING SERVICES, LLC FOR PROFESSIONAL SERVICES"** and made a motion for it to be tabled per City Manager, Brian Crane's request. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was tabled until the next Council meeting.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID OF JOE MACHENS FORD AND AUTHORIZING THE PURCHASE OF A FORD F-150 IN THE AMOUNT OF \$33,303.00"** 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.

Brubaker introduced **"A RESOLUTION AUTHORIZING A ONE-TIME SALARY ADJUSTMENT"** 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 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"** 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 Brubaker and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A work session was held followed by a closed session to discuss the status of pending real estate, legal and negotiated contract. (MO Statute 610.021) (2,3,12)

Mayor Jeffrey reopened the meeting.

A motion was made by Davis and seconded by Brubaker to adjourn to a work session. Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

#### Work Session

The following was discussed at the work session:

Appointment to the Airport Advisory Commission.

An Agreement with Surveying & Mapping, LLC for Utility GPS Mapping and Data Collection.

The Final Change Order for the Harrison Garfield Project.

An Ordinance Authorizing the City Manager to Execute a Cooperative Agreement for National Historic Places Nomination Consultant and Approving and Accepting a Proposal from Terri L. Foley to Complete Two National Historic Place Nominations.

Receipt of Bids for RFP of Market Feasibility Study Hotel/Lodging Facility.

Discussion of South Morley Street Study.

November 16, 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 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 October 19, 2020, November 2, 2020, and November 5, 2020 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey asked if there were any visitors to be recognized. City Manager, Brian Crane, recognized Shannon Hance, former Deputy City Clerk, who was present to take her Oath of Office to become City Clerk of Moberly, effective November 16, 2020.

The following State bid was received for a Backhoe for the Public Utilities Department: **Crown Power and Equipment**, \$116,282.00. A motion was made by Brubaker and seconded by Kimmons. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following State bid was received for a Dump Truck for the Public Utilities Department: **Scheppers International Truck Center**, \$96,587.00. A motion was made by Kimmons and seconded by Davis. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT WITH MGB INVESTMENTS, LLC"** 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. 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: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ACCEPTING A CHARITABLE DONATION FROM PLUMROSE USA AND AUTHORIZING CERTAIN ACTIONS"** 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 Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER WITH BIDDLE PROFESSIONAL SERVICES FOR ADDITIONAL INFIELD DIRT MIX"** 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 Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION ADOPTING HEALTH INSURANCE STOP LOSS POLICY AND HEALTH INSURANCE PLAN OPTIONS FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2021"** 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.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A CASE 580 SN BACKHOE"** 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.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A INTERNATIONAL DUMP TRUCK"** 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 Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPOINTING SHANNON HANCE AS CITY CLERK"** 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 Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. Interim City Clerk, Cora Woodin, gave incoming City Clerk Shannon Hance the Oath of Office immediately following the adoption of the Resolution.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SURVEYING & MAPPING, LLC FOR UTILITY GPS MAPPING AND DATA COLLECTION"** 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.

Kyser introduced **"A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR THE ROUTE JJ REGIONAL WASTEWATER MANAGEMENT SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY"** and made a motion for it to be tabled. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$249,838.43"** 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. None: none.

Monthly reports were received from various departments.

Members from the news media present were: Chuck Embree, Moberly Monitor-Index.

A motion was made by Davis and seconded by Kyser to adjourn to a work session. Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

#### Work Session

The following was discussed at the work session:

Review of a Tourism Promotion Service Agreement with Moberly Area Chamber of Commerce.

Discussion of 2020-2021 Budget Update/Information for Wage Adjustment.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #2.

Department: Administration

Date: December 21, 2020

**Agenda Item:** Correspondence from Dave Mashburn regarding the Purchase and Development Agreement.

**Summary:** The city has a development agreement with Mashburn Development that expires at the end of the year. Due to the COVID related issues and a lack of developer investment, the developer is ready to terminate the agreement and regroup with new concept and potential new agreement in the Spring when he hopes the hospitality industry bounces back. This letter by the developer fulfills the requirement of notification to the city for termination.

**Recommended**

**Action:** Information only.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed



City Hall  
660-263-4420

City Manager  
660-269-8705 x2062

City Clerk  
660-269-8705 x2053

Code Enforcement/  
Building Inspection  
660-269-8705 x2038

Community  
Development  
660-269-8705 x2044

Finance  
660-269-8705 x2037

Fire Non-Emergency  
660-263-0346

Fire Emergency  
911

Parks & Recreation  
660-269-8705  
x2040

Personnel/  
Purchasing  
660-269-8705 x2070

Police Non-  
Emergency  
660-263-0346

Police Emergency  
911

Public Works  
660-269-8705 x2044

Sanitation/  
Street Maintenance  
660-269-9450

Utility Billing  
660-263-4420

Water/  
Wastewater  
660-269-8705 x2049

101 West Reed Street, Moberly, Missouri 65270-1551  
Phone: (660) 263-4420  
Fax: (660) 269-8171

November 20, 2020

Mashburn Development, LLC  
1704 NW 450 Road  
Kingsville, Missouri 64061  
Attention: David Mashburn

Re: Purchase and Development Agreement; Merchants' Hotel Project

Dear Dave:

In our recent correspondence you indicated a desire to "hit the pause button on the Merchant [Hotel Project] until spring next year." While the City appreciates the factors which inform this desire, as I pointed out, our current Purchase and Development Agreement calls for a "go/no go" development decision not later than the close of this year. As you know, this Agreement has been amended twice already, in each case to extend the time for an unequivocal commitment to develop the Project in accordance with a Minimum Development Program. Thus, even under the presently strained circumstances, my sense is that the City Council would reject any proposed amendment to further reduce the development program or to further extend the term of Agreement.

Currently, the Agreement calls for the developer to make a decision not later than December 31, 2020. After that date you will be contractually obligated to undertake the Project in accordance with the Minimum Development Program set forth in the Second Amendment to Purchase and Development Agreement. More specifically, under the express terms of Section 2.1, unless Mashburn Development notifies the City in writing terminating the Agreement, you will be required to accept title to the Kelly Hotel, the Smith Building and the West Parking Lot and to undertake and complete the entire Project within fifteen (15) months of receiving requisite zoning approvals.

Under these circumstances, I can appreciate that you may be reluctant to commit to proceeding with the Project as required by the Purchase and Development Agreement. It is appropriate, then, for Mashburn Development to give notice of the termination of the Agreement. You may provide notice by signing this letter in the space provided below and returning a copy to me at this address.

Please be assured that, notwithstanding the termination of the Purchase and Development Agreement as aforesaid, the City remains willing to entertain future development proposals from Mashburn Development for the Project or for any portion thereof. Be assured also that we will continue to enjoy a cordial relationship. I have enjoyed our work together and wish you all the best in future endeavors.

Very truly yours,

A handwritten signature in cursive script that reads "Brian Crane".

Brian Crane  
City Manager

By the signature following, this will serve as Developer’s notice as of the date first set forth above of the termination of the Purchase and Development Agreement, as amended, by and among the City of Moberly; the Downtown Moberly Community Improvement District, and Mashburn Development, LLC, pursuant to Section 2.1 thereof.


MASHBURN DEVELOPMENT, LLC

By: \_\_\_\_\_  
Clark D. Mashburn, Jr, its Manager

By the signature following, this will serve as Developer's notice as of the date first set forth above of the termination of the Purchase and Development Agreement, as amended, by and among the City of Moberly; the Downtown Moberly Community Improvement District, and Mashburn Development, LLC, pursuant to Section 2.1 thereof.

MASHBURN DEVELOPMENT, LLC

By:

  
Clark D. Mashburn, Jr, its Manager

# City of Moberly

## City Council Agenda Summary

Agenda Number: #3.

Department: Administration

Date: December 21, 2020

**Agenda Item:** Correspondence regarding a Missouri 911 Service Board Project Agreement.

**Summary:** The City of Moberly is currently exploring options for long-term strategies related to 911 PSAP and dispatching services. After discussing with multiple agencies, it was determined that a shared approach to hiring a consultant to review operations and make recommendations would be beneficial to developing a long-term strategy. The city applied for a potential loan through the State 911 Board which is attached. After reviewing the agreement and discussing with the partner organizations, we do not feel like our need for the assistance is needed. This would have allowed an approach to extend the costs over a few years. The city asked the county if we want to move forward with loan or pay cash for the service and since revenues are looking good, they recommend not moving forward with loan. The City RCAD and County will split costs for the services three ways with cash-on-hand.

**Recommended**

**Action:** Information only

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

**CHIEF JAMES PERSON**

Chair

**BRIAN MAYDWELL**

Executive Director



#3.

Mailing Address: P.O. Box 2126

Jefferson City, MO 65102

Telephone: 573-200-6018

## **PROJECT AGREEMENT**

All financial assistance from the Missouri 911 Service Board (the “Board”) is to be used solely for the purposes described below and is subject to the acceptance of the conditions specified below by all Applicants and 911 Services Authorities (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application (“Application”) submitted to the Board. This Project Agreement (“Agreement”) will be effective when the Board receives a fully executed copy and a copy of the written certification of the governing body each Applicant approving the Agreement. The Agreement designates a Designated Lead 911 Services Authority (which could be one and the same as the Applicant) with primary responsibility for compliance with the Agreement. All Applicants and 911 Services Authorities on the Application also are responsible for compliance with the Agreement.

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**Project Name and Number:** Randolph County, #1

**Project Service Area:** Randolph County

### **Award Priority Areas Addressed by the Project**

- N/A

### **Purposes in § 650.330.1(16), RSMo to be Accomplished by the Project (check all that apply):**

- Improving existing 911 systems
- Mapping and addressing of all county locations

**Board Contact:** Brian Maydwell, Executive Director

Telephone: 573-489-1088 (cell)

Email: brian.maydwell@missouri911.org

**Primary Contact:** Bobbi Smith

Telephone: 660-4263-0346

Email: bsmith@moberlypd.com

**Applicant:** John Truesdell, County Commissioner, Randolph County

Telephone: 844-277-6555

Email: johntruesdell@randolphcounty-mo.gov

**Award Type(s) and Amount(s):** \$5,000 Loan

**Deposit Information:** Funds from the Missouri 911 Trust Fund will be transferred to your county or elected Emergency Services board via ACH transfer. The current contact for your ACH transfers is Penny Henry, County Treasurer (penny.henry@randolphcounty-mo.gov). The primary contact for this project will also be notified once transfers have been initiated.

**Award Disbursement Schedule:** As of the date of this Agreement, the Board intends to disburse the award amount as follows:

**January 4, 2021:** \$4,000 (80% of total funds)

**June 1, 2021:** \$1,000 (20% of total funds, unless otherwise agreed upon)

**Match Amount(s) and Match Source:** \$5,000 funded by City of Moberly  
(If applicable)

**Interest Rate (Loans only):** 2 percent (interest begins to accumulate six months after project completion).

**Repayment Period (Loans only):** Payment begins six months after project completion. Payment period is not to exceed 12 months. All funds must be paid 18 months after project completion. There is no penalty for early repayment.

**Repayment Schedule (Loans only):** Quarterly. Invoices will be sent 30 days prior to the due date.

- First payment: July 4, 2022
- Second payment: November 4, 2022
- Third payment: March 4, 2023
- Fourth payment: July 4, 2023

**Scope of Work and Budget:** The scope of work and budget are set forth in the Application, which is attached as Exhibit 1 and is fully incorporated by reference into this Agreement.

**Project Completion Deadline:** **January 4, 2022**

**Report Schedule:** Reports are required to be submitted by the project primary contact via email to [admin@missouri911.org](mailto:admin@missouri911.org) based on the below schedule until project completion.

<b>1<sup>st</sup> Report due:</b>	<b>February 4, 2021</b>
<b>2<sup>nd</sup> Report due:</b>	<b>June 4, 2021</b>
<b>3<sup>rd</sup> Report due:</b>	<b>October 4, 2021</b>
<b>4<sup>th</sup> Report due:</b>	<b>January 4, 2022 or upon project completion</b>

**Report Contents:** Reports must include the following information. A template can be found on the Board’s website at [www.missouri911.org/grants-and-funding-opportunities](http://www.missouri911.org/grants-and-funding-opportunities).

- Project Name & Number (Found on Page 1 of this Agreement)
- List of expenditures with accompanying reports, invoices and purchase agreements attached
- Brief update on project status (one paragraph minimum)
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

### **PROJECT AGREEMENT CONDITIONS**

#### **1. Project Agreement Execution**

This Agreement must be fully executed and returned to the Board within 30 days of award notification along with a copy of a written certification of approval of the Agreement from the governing body of each applicant. If the fully executed Agreement and all necessary written certifications are not received within this time frame, the Board may, at its discretion, wholly or partially rescind the award.

#### **2. Award Disbursement**

The Board will not disburse any portion of the award until it has received a fully executed copy of this Agreement and a copy of a written certification of the governing body of each Applicant approving of this Agreement.

The Board, subject to its authority to modify or terminate all or a portion of the award, shall make all distributions of the award in accordance with the “Award Disbursement Schedule” in this Agreement. The Board may make distributions contingent on the timely filing of all interim reports listed under the “Report Schedule” and its approval of those reports. The Board may elect to pay certain vendors directly and to make a corresponding reduction to scheduled distributions.

#### **3. Applicant Authorization**

Applicants that are not 911 Services Authorities authorize the Board to transmit directly to their 911 Services Authorities any portion of the Board’s award that is for project costs to be incurred by their 911 Services Authorities.

#### **4. Loan Repayment (For projects involving loans):**

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

#### **5. Material Project Changes**

No material project changes may be made without the prior, written approval of the Board or the Project Contact (or contact's successor). The primary contact for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to [admin@missouri911.org](mailto:admin@missouri911.org) or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102. The request shall contain the Project Title, Number, and a detailed explanation of the circumstances warranting the change and any supporting documentation. The Board or its designee, in its sole discretion, will determine whether to approve or disapprove the request and will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

A "material change" is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

#### **6. Expenditure of Awards**

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether the Board pays the vendor directly) so long as it is not diverted from the project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code ("UCC") and file a UCC financing statement to perfect the Board's security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole

or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

## **7. Disallowed Uses of Awards**

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

## **8. Extensions of Time**

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to [admin@missouri911.org](mailto:admin@missouri911.org) or by certified or registered mail addressed to “Missouri 911 Service Board” at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

## **9. Indemnification and Hold Harmless**

Except as otherwise provided by law, Applicants and 911 Service Authorities shall indemnify and hold harmless the Board, its members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants, 911 Service Authorities or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants and 911 Service Authorities.

## **10. Anti-Discrimination Policy**

The Board does not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws,

workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

## **11. Duty to Notify Board of Organizational Changes**

All parties to the Agreement shall notify the Board, in writing by sending an email to [admin@missouri911.org](mailto:admin@missouri911.org), within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

## **12. Reporting**

The primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to [admin@missouri911.org](mailto:admin@missouri911.org) or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

## **13. Monitoring/Site Visits**

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

## **14. Financial Records/Audits**

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

## **15. Acknowledgement and Publicity**

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities or Applicants that refers to activities, results, research, publications or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by a funding award from the Missouri 911 Service Board.*

**16. Award Changes/Termination**

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

**17. Relationship of the Parties**

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

**18. Miscellaneous**

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

---Rest of this page intentionally left blank---

**ACCEPTANCE OF TERMS AND CONDITINS.**

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Applicant on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

**Board Contact:** Brian Maydwell, Executive Director

Signature:

Date:

**Primary Contact:** Bobbi Smith, Moberly/Randolph County Joint Communications Director

Signature:

Date:

**Applicant:** John Truesdell, Presiding Commissioner, Randolph

Signature:

Date:

**Please return one electronic signed copy of this Agreement and the attached resolution addressed to:**

Missouri 911 Service Board  
[Admin@missouri911.org](mailto:Admin@missouri911.org)

**RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT  
AGREEMENT WITH MISSOURI 911 SERVICE BOARD**

A RESOLUTION OF THE RANDOLPH COUNTY COMMISSION OF RANDOLPH COUNTY MISSOURI, TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT AGREEMENT WITH RANDOLPH COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;

WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of September 15, 2020 – November 30, 2020 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, on October 28, 2020, by signature the County Commission of Randolph County Missouri approved Moberly/Randolph County Joint Communication's submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

WHEREAS, Moberly/Randolph County Joint Communication timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on November 18, 2020 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$5,000 in funding in the form of a loan conditioned on the County Commission of Randolph County Missouri approving the project agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Randolph County Missouri, hereby approves the attached project agreement.

\_\_\_\_\_  
SIGNATURE [*INSERT TITLE OF OFFICIAL*]\*

\_\_\_\_\_  
DATE

\*NOTE: Add additional signature lines, if needed.

\_\_\_\_\_  
ATTESTED BY

\_\_\_\_\_  
DATE

(AFFIX SEAL HERE)

(An individual Resolution is required for each jurisdiction in a multi-jurisdictional application.)

# City of Moberly

## City Council Agenda Summary

Agenda Number: #4.  
 Department: Administration  
 Date: December 21, 2020

**Agenda Item:** An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For National Historic Places Nomination Consultant And Approving And Accepting A Proposal From Terri L. Foley To Complete Two National Historic Place Nominations.

**Summary:** Due to the struggle to secure a loan for hotels in today's current COVID environment, we have decided to look at historical tax credits once again for the project. After repeated attempts to get the auditorium, old Commerce Bank Building, and Kelly Hotel on the National Historical Registry for development purposes, staff is recommending one last attempt with a different approach. We have tried to get these buildings included as part of its own district, an expansion of the current district, and even the Kelly independently. All of these attempts have met resistance from the state and feds. We are now recommending to try by getting the auditorium individually eligible with the Kelly Hotel part of that due to their interconnectivity and supporting roles throughout the years. Our historical consultant, Terri Foley is willing to attempt this for a total of \$11,000 for all three buildings which are all crucial to the hotel development at this point. We are recommending moving forward with the attempt to see if the eligibility for historical tax credit could be attained. This could be the only way the Kelly Hotel has any value for a hotel project. MGB Investments, owner of the old Commerce Bank Building, has said he would contribute \$3,500 to the attempt if the city moves forward with the project.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** Historic Preservation/Contracted Services

**Account Number:** 100.016.5406

**Available Budget \$:** 0.00

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR NATIONAL HISTORIC PLACES NOMINATION CONSULTANT AND APPROVING AND ACCEPTING A PROPOSAL FROM TERRI L. FOLEY TO COMPLETE TWO NATIONAL HISTORIC PLACE NOMINATIONS.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** MGB Investments, LLC has agreed to co-fund along with the City the cost of a consultant to nominate two Moberly downtown locations as National Historic Places as provided in the attached Cooperative Agreement (the "Agreement") for National Historic Places Nomination Consultant.

**SECTION TWO:** Terri L. Foley ("Foley") has submitted a Proposal (the "Proposal"), attached hereto, to complete two nominations for the National Historic Places Register at a cost of Eleven Thousand Dollars (\$11,000.00).

**SECTION THREE:** Both the Agreement and the Proposal will enhance the viability of a Development Agreement between the City and a separate developer to create a hotel in downtown Moberly

**SECTION FOUR:** The City Council hereby authorizes the City Manager to execute the Agreement with MGB and further upon receiving the agreed upon funding from MGB to accept the proposal of Foley and to proceed with an agreement with Foley to nominate the Municipal Auditorium and adjacent buildings and the bank building at 208 W Reed Street for the National Historic Places Register.

**SECTION FIVE:** The City Council hereby authorizes the City Manager to take such other steps as may be necessary to complete the actions authorized herein and ratifies any actions the City Manager may have taken in bringing these proposals to the City Council.

**SECTION SIX:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 21st day of December, 2020.

**ATTEST:**

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

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

**COOPERATIVE AGREEMENT FOR NATIONAL HISTORIC PLACES NOMINATION CONSULTANT**

THIS COOPERATIVE AGREEMENT FOR a NATIONAL HISTORIC PLACES NOMINATION CONSULTANT (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and MGB INVESTMENTS, LLC, a Missouri Limited Liability Company, Missouri 64061 located at 208 W Reed Street, Moberly, Missouri 65270 (“**MGB**” and together with the City, the “**Parties**”).

**RECITALS**

- A. The Parties mutually acknowledge that on January 6, 2020, the City adopted Ordinance No. 9573 which, among other things, authorized a Purchase Option for the city to purchase certain property from MGB to further a Development Agreement between the city and a separate developer to develop a downtown hotel in Moberly, Missouri.
- B. The Parties believe nominating the Municipal Auditorium and adjacent structures and the bank building at 208 W Reed Street in downtown Moberly for the National Historic Places Register will enhance the viability of the hotel development project and further the interests of both parties in completing their Purchase Option.
- C. The Parties further acknowledge that Terri L. Foley is a consultant qualified to pursue nominations for the National Historic Places Register and that she has proposed to seek the nominations at a cost not to exceed Eleven Thousand Dollars (\$11,000.00).
- D. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with private parties for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision and, accordingly, the Parties wish to commit certain funding sources necessary to upgrade and maintain PSAP Services in Randolph County.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

- 1. **Consulting Services.** The City has received a Proposal for nominating Municipal Auditorium and the bank building from Terri L. Foley (the “Consultant”), a Historic Preservation Consultant, a copy of which is attached hereto as Exhibit “1”. The City and MGB have reviewed said proposal and desire to cooperate in obtaining a consultant’s services in nominating the Municipal Auditorium and the bank building for the National Register of Historic Places Registry.
- 2. **Contributions.** The proposed cost for the Consultant services is Eleven Thousand Dollars (\$11,000.00). The Parties hereto agree to share this cost with the City paying \$7,500.00 and MGB paying \$3,500.00.00. MGB will pay its respective share to the City upon the execution of this Agreement.

**3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

*If to the City:*

City of Moberly  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attn: City Manager

*If to MGB:*

Matt Brownfield  
208 W Reed Street  
Moberly, Missouri 65270

**5. Miscellaneous.**

**a. *Further Assistance.*** The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent including, but not necessarily limited to, providing the Consultant access such information and assistance needed by the Consultant to conduct the analysis discussed herein.

**b. *Severability.*** The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**c. *Choice of Law; Venue.*** This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

**d. *Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions.*** The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties except a certain Cooperative Agreement for Joint Central Dispatch dated March 13, 2019, by and between the County and the City which Agreement is in addition to and separate and apart from this Agreement. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant

or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

e. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's, the County's or the District's sovereign immunity.

f. *Bind Effect.* Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

g. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

h. *Approval of Agreement.* Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

CITY OF MOBERLY

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

ATTEST:

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

MGB INVESTMENTS, LLC

By:  \_\_\_\_\_  
Matt Brownfield, Managing Member

**Proposal - National Register of Historic Places Nominations**  
**208 W. Reed Street and 201-299 W. Rollins/109 N. Clark Streets, Moberly, Missouri**  
**Prepared for City of Moberly, Missouri**  
**October 29, 2020**

This document serves as a proposal to complete two National Register of Historic Places nominations for the Municipal Auditorium with attached Kelly Hotel Wing at 201-299 W. Reed Street and 109 N. Clark Street and the New Formalism style bank building at 208 W. Reed Street. The nominations will be completed per instructions provided by the Missouri State Historic Preservation Office (SHPO). The scope of work will include the following tasks:

- Completed NRHP nominations
- Completed revisions as requested by MO-SHPO
- Photo Logs, Photo Key Maps, Conversion to Tif files and Labeling of Photos
- Location/Site Maps
- Sources used to complete the nominations

The schedule for submission to the MO-SHPO per their set deadlines.

Initial Deadline	Revision Deadline	MOACHP Meeting Date	Final Revision Deadline (if approved by MOACHP)
July 20, 2020	Sept. 7, 2020	Nov. 20, 2020	Dec. 21, 2020
Nov. 2, 2020	Dec. 21, 2020	March 5, 2021	April 5, 2021
March 8, 2021	April 26, 2021	July 9, 2021	Aug. 9, 2021
July 6, 2021	Aug. 23, 2021	Nov. 5, 2021	Dec. 6, 2021

The city will provide digital photos of each property exterior and interior. Photo per MO-SHPO requirements are as follows:

The size of each image should ideally be at 3000 x 2000 pixels at 300 dpi or larger. This generally, requires a digital camera resolution of six megapixels or greater. The minimal acceptable size is 1200 x 1600 pixels, requiring a digital camera resolution of two megapixels.

The above services will be completed for **\$5,500 per nomination; total \$11,000.**

- Deposit of **\$5,000** is required to begin the project; remaining balance \$6,000.
- Remaining balance is due as follows:
  - Draft submission \$1,000 per nomination; total \$2,000
  - Revision submission \$1,000 per nomination; total \$2,000
  - Final submission \$1,000 per nomination; total \$2,000

An addition fee will be charged if the federal office request more information and revisions after the MO-SHPO submits the nominations for review, the addition service fee for federal

revisions **\$1,000 per nomination**; total **\$2,000**.

Feedback regarding the eligibility assessment is typically provided within 30 days of submission to the SHPO.

For more information / questions, please contact Terri Foley at 573-382-8590 (tlfoley@zoho.com). Ms. Foley meets the Secretary of Interior's Professional Qualifications as an architectural historian.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #5.

Department: City Manager

Date: December 21, 2020

**Agenda Item:** An Ordinance Authorizing Acceptance by the City of Moberly of Certain Real and Personal Property in Furtherance of an Industrial Development Project; Approving the Execution and Delivery of a First Supplemental Lease Agreement; and Granting Further Authority.

**Summary:** On April 6, 2020 by adoption of Ordinance No. 9592 the City Council authorized the issuance of Chapter 100 Bonds for the Plumrose Manufacturing Facility Project in Moberly. The Chapter 100 Bonds were issued to Plumrose U.S.A., Inc. in conjunction with a lease-back transaction to provide tax abatement for the Project.

In a typical transaction, Chapter 100 Bonds are “purchased” through the conveyance for value of real and personal property to be incorporated in the Project. The “proceeds” of the transaction are used to acquire the property which is then transferred to and titled in the name of the City, rendering the property exempt from taxes by operation of law. In turn, the City leases the acquired facilities to the facilities end-user, with rental payments or credits equal to annual debt service on the Bonds. None of the transactions requires the actual transfer of cash.

To date, issuance of the Chapter 100 Bonds for the Plumrose Project has been limited to issuance costs. However, the lease purchase agreement between Plumrose and the City contemplates that as construction proceeds, portions of the Project will be acquired for value; additional endorsements to the Bonds will be made, commensurately increasing the face amount of the Bonds; and the acquired property will be transferred to the City and leased back to Plumrose effecting tax abatement. This will typically occur at the end of each year until the Project is complete.

The proposed Ordinance represents the first such acquisition and transfer. In addition to making requisite findings, the Ordinance: (i) approves a supplement to the lease purchase agreement which subjects the property to be acquire to the lease; (ii) approves and accepts a Special Warranty Deed conveying the real property portions and a Bill of Sale conveying the personal property portions of the Project to the City; and (iii) approves a Requisition Certificate providing certain representations and directing the trustee for the Bonds to issue the applicable endorsement to the Bonds and to subject the acquired property to the lien of the bond indenture.

**Recommended Action:** Approve the ordinance

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING ACCEPTANCE BY THE CITY OF MOBERLY OF CERTAIN REAL AND PERSONAL PROPERTY IN FURTHERANCE OF AN INDUSTRIAL DEVELOPMENT PROJECT; APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL LEASE AGREEMENT; AND GRANTING FURTHER AUTHORITY.**

**WHEREAS**, the City of Moberly, Missouri (the “**City**”) is authorized under the provisions of article VI, section 27(b) of the Missouri Constitution, as amended, and sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Acts**”), to purchase, construct, extend, and improve certain projects (as defined in the Acts), and to issue industrial development revenue bonds for the purpose of providing funds to finance the costs of such projects and to lease or sell such projects to others, and to pledge the payments, revenues and receipts from such projects as security for the payment of the principal of, redemption premium, if any, and interest on such bonds; and

**WHEREAS**, pursuant to the Acts, the Council of the City (the “**City Council**”), after a duly noticed public hearing, on April 6, 2020 adopted Ordinance No. 9589 approving a plan for a project for industrial development (the “**Plan**”) which called for the acquisition and installation of certain real and personal property on a portion of an approximately 40.0 acre consolidated site located in the Moberly Industrial Park within the City and known and numbered as \_\_\_\_\_ McKeown Parkway (the “**Property**”) to facilitate the construction and installation of buildings and improvements on and installation of equipment at the Property including, without limitation, the construction of a food/bakery manufacturing facility containing approximately 85,000 square feet (collectively, the “**Project**”), resulting in job creation and capital investment within the City and the region, together with a request for issuance of the City’s Taxable Industrial Revenue Bond (Plumrose Manufacturing Facility Project) Series 2020 in the maximum principal amount of \$85,000,000 (the “**Bonds**”) for the purpose of financing the Project; and

**WHEREAS**, pursuant to the Acts and the Plan, the City Council on April 6, 2020 adopted Ordinance No. 9590 approving a development agreement with Plumrose USA, Inc. (the “**Company**”) dated as of April 1, 2020 (the “**Development Agreement**”) providing for, among other things, the implementation of the Project and adopted Ordinance No. 9592 providing for the issuance of the Bonds and the execution and delivery of a lease purchase agreement (the “**Lease**”) providing for leasing of the Property to the Company upon terms which will be sufficient to enable the City to pay principal of, premium, if any, and interest on the Bonds as the same become due and payable; and

**WHEREAS**, the Lease contemplates the further acquisition, installation and leasing from time to time by or on behalf of the City to the Company of certain other portions of the Project as and when constructed and installed and the City and the Company now desire to provide for the acquisition by the City of certain real and personal property portions of the Project completed and to be completed as of December 31, 2020 (collectively the “**Acquired Portions**”) and to enter into

a First Supplemental Lease Purchase Agreement (the “**First Supplemental Lease**”) providing for the leasing to the Company from the City, for the rentals and upon the terms and conditions hereinafter set forth, to the Company of the Acquired Portions, all as originally provided in the Lease and in the trust indenture between the City and BOKF, N. A., as trustee (the “**Trustee**”) governing the issuance of the Bonds (the “**Indenture**”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI as follows, to-wit:

SECTION 1. Findings. The City Council hereby finds, determines and declares that the adoption of this Ordinance, the actions hereby authorized, and the execution and delivery of the documents herein authorized and approved is necessary to carry out the powers, purposes and duties expressly provided in the Acts and each and every matter and thing as to which provision is made herein and therein is necessary to carry out and effectuate the purposes of the City in accordance with the Acts, and the powers of the City herein exercised are in each case discharged in accordance with the provisions of the Acts and in furtherance of the purposes of the City.

SECTION 2. Deed Approved. The warranty deed in the form attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Deed**”) conveying to the City certain real property components of the Acquired Portions is hereby approved and the Mayor and other appropriate officials of the City are hereby authorized and directed to accept the conveyance of the aforesaid real property components of the Acquired Portions as described in the Deed from the Company and to execute, attest, acknowledge, deliver, and record the Deed and any and all such instruments necessary to effectuate such conveyance.

SECTION 3. Bill of Sale Approved. The bill of sale attached as Exhibit B to and incorporated by reference in this Ordinance (the “**Bill of Sale**”) conveying to the City certain personal property components of the Acquired Portions as set forth therein is hereby approved and the Mayor and other appropriate officials of the City are hereby authorized and directed to accept the conveyance of the personal property components of the Acquired Portions described in the Bill of Sale from the Company and to execute, attest, acknowledge, and deliver any and all such instruments necessary to effectuate such conveyance.

SECTION 4. First Supplemental Lease Approved. The First Supplemental Lease in the form attached as Exhibit C to and incorporated by reference in this Ordinance and the terms and provisions thereof are hereby approved and the Mayor and other appropriate officials of the City are hereby authorized and directed to execute, attest, acknowledge, deliver, and record the First Supplemental Lease and any and all such instruments necessary to effectuate the transactions set forth in the First Supplemental Lease.

SECTION 5. Certificate Approved; Trustee Authorization. Requisition Certificate No. 1 attached as Exhibit D to and incorporated by reference in this Ordinance (the “**Certificate**”) is hereby approved and is hereby approved and the City Manager is hereby authorized and directed to execute and deliver the Certificate to the Trustee. The Trustee is hereby authorized and directed

to take such steps as may be customarily required to subject the portions of Acquired Portions so conveyed to the lien of the Indenture.

SECTION 6. Incorporation of Exhibits; Further Authority. All exhibits attached to this Ordinance are hereby incorporated in this Ordinance by this reference as if such exhibits were fully set forth herein. The Mayor and the City Clerk are hereby further authorized for and in the name of the City to execute, affix with the official seal of the City and deliver the documents represented by such exhibits in the forms thereof presented herewith, or with such insertions therein changes or corrections thereto as shall be approved by the Mayor and the City Manager consistent with this Ordinance and the terms of the Acts, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

SECTION 7. Severability. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 8. Effective Date. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 21st day of December 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

**EXHIBIT A  
THE DEED**

**[Included as item 4 in Transcript]**

**EXHIBIT B  
THE BILL OF SALE**

**[Included as item 5 in Transcript]**

**EXHIBIT C**  
**FIRST SUPPLEMENTAL LEASE**

**[Included as item 2 in Transcript]**

**EXHIBIT D**  
**REQUISITION CERTIFICATE NO. 1**

**[Included as item 6 in Transcript]**

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title of Document: First Supplemental Lease Purchase Agreement

Date of Document: December 31, 2020

Grantor’s/Lessor's Name: City of Moberly,  
a Missouri municipal corporation

Grantor’s/Lessor’s Address: 101 West Reed Street  
Moberly, Missouri 65270

Grantee’s/Lessee's Name: Plumrose U.S.A., Inc.,  
a Delaware corporation

Grantee’s/Lessee's Address: 651 West Washington Boulevard  
Suite #304  
Chicago, Illinois 60661

Full Legal Description:  
Legal Description is contained beginning on page 6 hereof.

Reference Book(s) and Page(s), if required:

Memorandum of Lease Agreement dated as of April 1, 2020, recorded at Book \_\_\_\_\_, page  
\_\_\_\_\_ in the Office of the Randolph County Recorder of Deeds

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**FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT**

**Dated as of December 31, 2020**

**by and between the**  
**CITY OF MOBERLY, MISSOURI,**  
**as Lessor,**  
  
**and**  
  
**PLUMROSE USA, INC.,**  
**as Lessee,**

**Relating to:**  
  
**\$85,000,000**  
**(Aggregate Maximum Principal Amount)**  
**City of Moberly, Missouri**  
**Taxable Industrial Revenue Bonds**  
**(Plumrose Manufacturing Facility Project)**  
**Series 2020**

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**The interest of certain rights of the City of Moberly, Missouri (the “City”), in this First Supplemental Lease Purchase Agreement has been pledged and assigned to BOKF, N.A., as trustee (the “Trustee”) under the Trust Indenture dated as of April 1, 2020, between the City and the Trustee (the “Indenture”).**

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

**THIS FIRST SUPPLEMENTAL LEASE AGREEMENT** (this “**First Supplement**”) is made as of December 31, 2020, to a certain Lease (as hereinafter defined) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and municipal corporation organized and existing under the laws of the State of Missouri (the “**City**”), as lessor, and PLUMROSE U.S.A., INC., a Delaware corporation duly authorized to transact business in Missouri (the “**Company**”), as lessee. *Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.*

WITNESSETH:

**WHEREAS**, the City is authorized under the Acts to issue revenue bonds to provide funds for the carrying out of a “project” (as that term is defined in section 100.010 of the Revised Statutes of Missouri, as amended) and to sell, lease, or mortgage to private persons, partnerships, or corporations the facilities purchased, constructed or extended by the City which may consist of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants; and

**WHEREAS**, pursuant to the Acts, the City Council on April 6, 2020 adopted Ordinance No. 9589 approving a plan for the Project, Ordinance No. 9590 approving the Development Agreement, and the Bond Ordinance, all providing for, among other things the implementation of the Project, the issuance of the Bonds, and the execution and delivery of the Lease leasing of the Property to the Company upon terms which will be sufficient to enable the City to pay principal of, premium, if any, and interest on the Bonds as the same become due and payable; and

**WHEREAS**, the Lease contemplates the further acquisition, installation and leasing from time to time by or on behalf of the City to the Company of certain other portions of the Project as and when constructed and installed and the City and the Company now desire to enter into this First Supplement to provide for the acquisition by or on behalf of the City of the portions of the Project described in Appendix A, attached to and incorporated by reference in this First Supplement, and the leasing from the City, for the rentals and upon the terms and conditions hereinafter set forth, to the Company of the aforesaid portions of the Project all as provided in the Lease and the Indenture;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and the Company do hereby represent, covenant, and agree as follows:

**Section 1. Exhibit A Supplemented.** The Lease is hereby amended and supplemented by adding to Exhibit A thereto the property set forth and described on Appendix A to this First Supplement.

**Section 2. Recordation.** Notwithstanding anything to the contrary in Section 15.11 of the Lease, this First Supplement and any subsequent Supplemental Lease Agreement entered into by the City and the Company from time to time in respect of the Project may be recorded in the Office of the Randolph County Recorder.

**Section 3. No Other Amendment.** Portions of the Lease not expressly amended and supplemented in this First Supplement, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Supplement to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

*[Remainder of page intentionally left blank - signature pages follow]*

**CITY OF MOBERLY, MISSOURI, Lessor**

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

(Seal)

ATTEST:

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

**PLUMROSE U.S.A, INC., Lessee**

By: \_\_\_\_\_  
Printed name  
Title:

**CITY ACKNOWLEDGMENT**

**STATE OF MISSOURI**                    )  
  ) **SS.**  
**COUNTY OF RANDOLPH**            )

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Jerry Jeffrey, personally known to me to be the Mayor of the CITY OF MOBERLY, MISSOURI and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Council of the CITY OF MOBERLY, MISSOURI as his free and voluntary act and as the free and voluntary act of the CITY OF MOBERLY, MISSOURI, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires:

COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of PLUMROSE USA, INC. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the board of directors of PLUMROSE USA, INC. as his/her free and voluntary act and as the free and voluntary act of PLUMROSE USA, INC. for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires:

**APPENDIX A**

**PROPERTY ADDED BY THIS FIRST SUPPLEMENT**

See the following for a description of the improvements made during the period from April 1, 2020 to December 31, 2020 at and to the Property, conveyed by the Company to the City as of December 31, 2020, and made the subject of the Lease as of the date hereof:

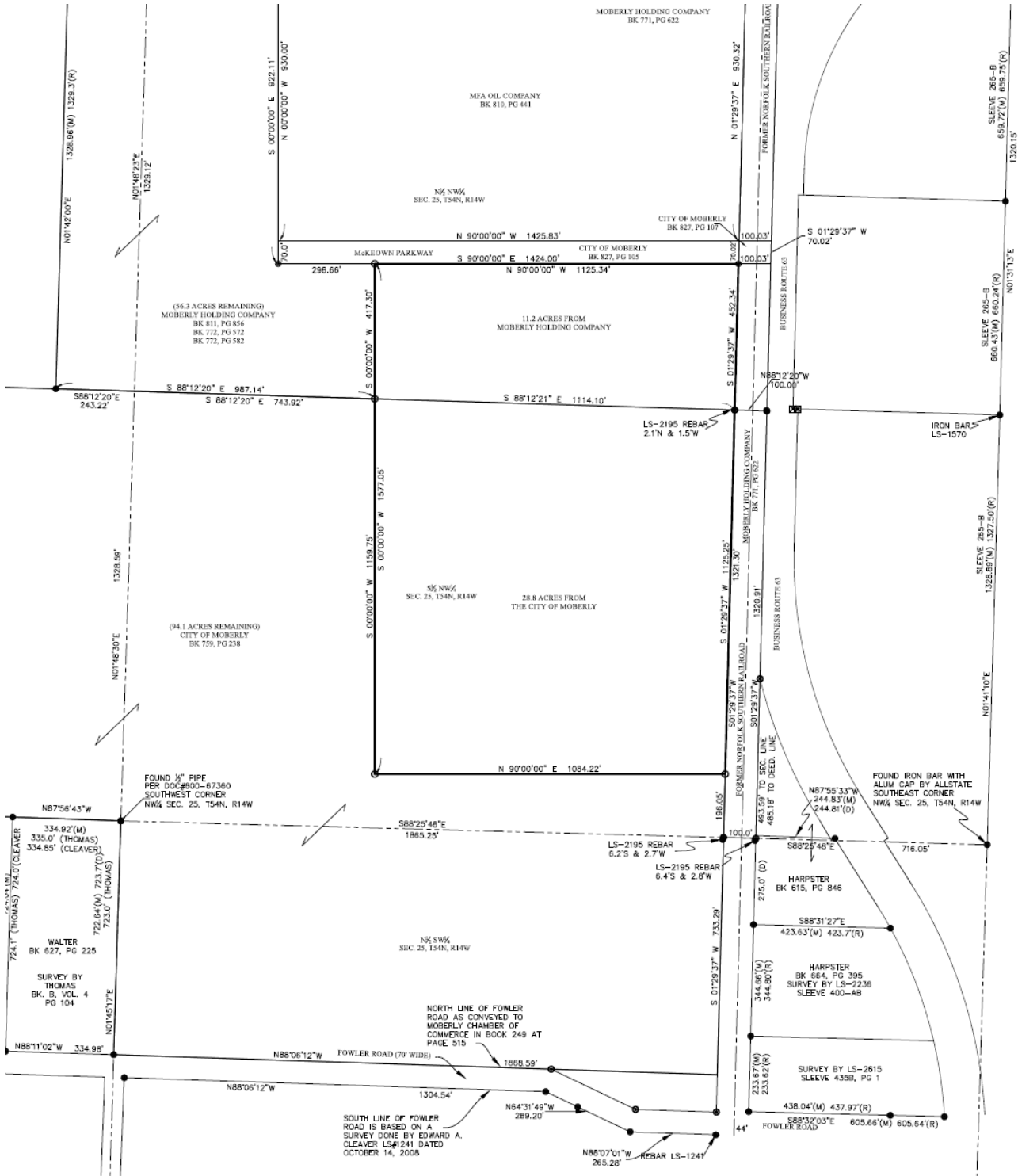
Capital Machinery and Equipment	\$ _____ *
Capital Real Estate	\$ _____ **
<b>TOTAL</b>	<b>\$ _____ ***</b>

\* See Exhibit A, Schedule 1 to that certain Bill of Sale dated as of December 31, 2020 from the Company to the City

\*\* See Exhibit B to that certain Special Warranty Deed dated as of December 31, 2020 delivered by the Company as Grantor to the City as Grantee and recorded at Book \_\_\_\_, page \_\_\_\_ in the Office of the Randolph County, Missouri Recorder.

\*\*\* Plus the additional Capital Machinery and Equipment and Capital Real Estate installed on and located at the Property on or before December 31, 2020; *provided that* the Company provides the City with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2021; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances, the descriptions referenced and incorporated above and the property added hereunder do not and shall in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2020; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2021 a payment bond or other good and sufficient surety to satisfy, in the City’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

THE PROPERTY  
(from Exhibit C to the Indenture)



DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING; thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

Date: December 31, 2020

**REQUISITION CERTIFICATE NO. 1**  
**PROJECT COSTS**

**TO: BOKF, N.A., AS TRUSTEE (THE “TRUSTEE”) UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF APRIL 1, 2020 (THE “INDENTURE”), BETWEEN THE CITY OF MOBERLY, MISSOURI (THE “CITY”) AND THE TRUSTEE, AND THAT CERTAIN LEASE PURCHASE AGREEMENT OF EVEN DATE THEREWITH (THE “LEASE”), BETWEEN THE CITY, AS LESSOR, AND PLUMROSE U.S.A., INC., AS LESSEE (THE “COMPANY”).**

*Capitalized terms used and not defined in this Requisition Certificate No. 1 shall have the meanings ascribed to them in the Indenture.*

The undersigned hereby acknowledges that a total of \$\_\_\_\_\_ has been deemed paid for Project Costs in such amounts and for such purposes as set forth on **Schedule 1** and **Schedule 2**, each attached hereto. Such payment has been deemed satisfied through the delivery to the Company of or an endorsement to the Bonds in accordance with the terms of the Lease and the Indenture. Accordingly, no funds have been deposited or withdrawn from the Acquisition Fund. In accordance with the terms of the Lease and the Indenture, the Company hereby certifies and represents to the City and the Trustee as follows:

1. The Company has conveyed to the City all of the Company’s rights, title, and interest in and to the property described on **Schedule 1** and **Schedule 2** hereto pursuant to a Special Warranty Deed or Bill of Sale each dated as of the date hereof.
2. Each item for which payment is requested under this Requisition Certificate No. 1 is a proper charge against the applicable account within the Acquisition Fund, that the amount requested is justly due, and has not been the basis of any previous requisition from the Acquisition Fund.
3. The Company hereby represents and warrants that, with respect to all of the real and personal property which is the subject of this Requisition Certificate No. 1, there are no outstanding disputed statements (other than those which constitute Allowable Encumbrances under the Lease) for which payment is requested hereunder for labor, wages, materials, supplies or services which could become the basis of a vendors,’ mechanics,’ laborers’ or materialmen’s statutory or other similar lien upon the Property or the Project or any part thereof or improvement thereto.
4. With respect to all of the real and personal property which is the subject of this Requisition Certificate No. 1 and as of the date hereof, the Company hereby represents and warrants that the Company has not entered into any contracts for construction services or “contracts for public works” within the meaning of Section 107.170 of the Revised Statutes of Missouri, as amended (the “**Payment Bond Statute**”), in respect of the Project for which bonds required by the Payment Bond Statute have not been provided.

**PLUMROSE U.S.A., INC**  
**the “Company”**

By: \_\_\_\_\_  
Printed name:  
Title:

Approved: December \_\_\_\_, 2020

**CITY OF MOBERLY, MISSOURI**  
**the “City”**

By: \_\_\_\_\_  
Authorized City Representative

SCHEDULE 1  
TO REQUISITION CERTIFICATE NO. 1

FINANCED FACILITIES

See the following for a description of the improvements made during the period from April 1, 2020 to December 31, 2020 at and to the Property and conveyed by the Company to the City as of December 31, 2020:

Capital Machinery, Fixtures, and Equipment	\$ _____ *
Capital Real Estate	\$ _____ **
<b>TOTAL</b>	<b>\$ _____ ***</b>

\* See **Schedule 1-A**, attached to and incorporated by reference in this Requisition Certificate No. 1, for an itemized list.

\*\* See Exhibit B to that certain Special Warranty Deed dated as of December 31, 2020 delivered by the Company to the City and recorded at Book \_\_\_\_\_, page \_\_\_\_\_ in the Office of the Randolph County, Missouri Recorder.

\*\*\* Plus the additional Capital Machinery and Equipment and Capital Real Estate installed on and located at the Property on or before December 31, 2020; *provided that* the Company provides the City with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2021; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances, the descriptions referenced and incorporated above and the property added hereunder do not and shall in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2020; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2021 a payment bond or other good and sufficient surety to satisfy, in the City’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

Schedule 1-A

<u>Item</u>	<u>Cost/Value</u>
	\$ _____

**TOTAL \$** \_\_\_\_\_

SCHEDULE 2  
TO REQUISITION CERTIFICATE NO. 1

FINANCED EQUIPMENT

See the following for a description of the personal property installed or delivered at the Property described on **Exhibit B** hereto during the period from April 1, 2020 and December 31, 2020 and to be conveyed by the Company to the City as of December 31, 2020:

Machinery and Equipment	\$_____*
<b>TOTAL</b>	<b>\$_____**</b>

\* See **Schedule 2-A**, attached to and incorporated by reference in this Requisition Certificate No. 1, for an itemized list.

\*\* Plus any and all additional Machinery and Equipment, installed on and located at the Property on or before December 31, 2020; *provided that* the Company provides the City with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2020; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances do not and shall not include and in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2020; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2021 a payment bond or other good and sufficient surety to satisfy, in the City’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

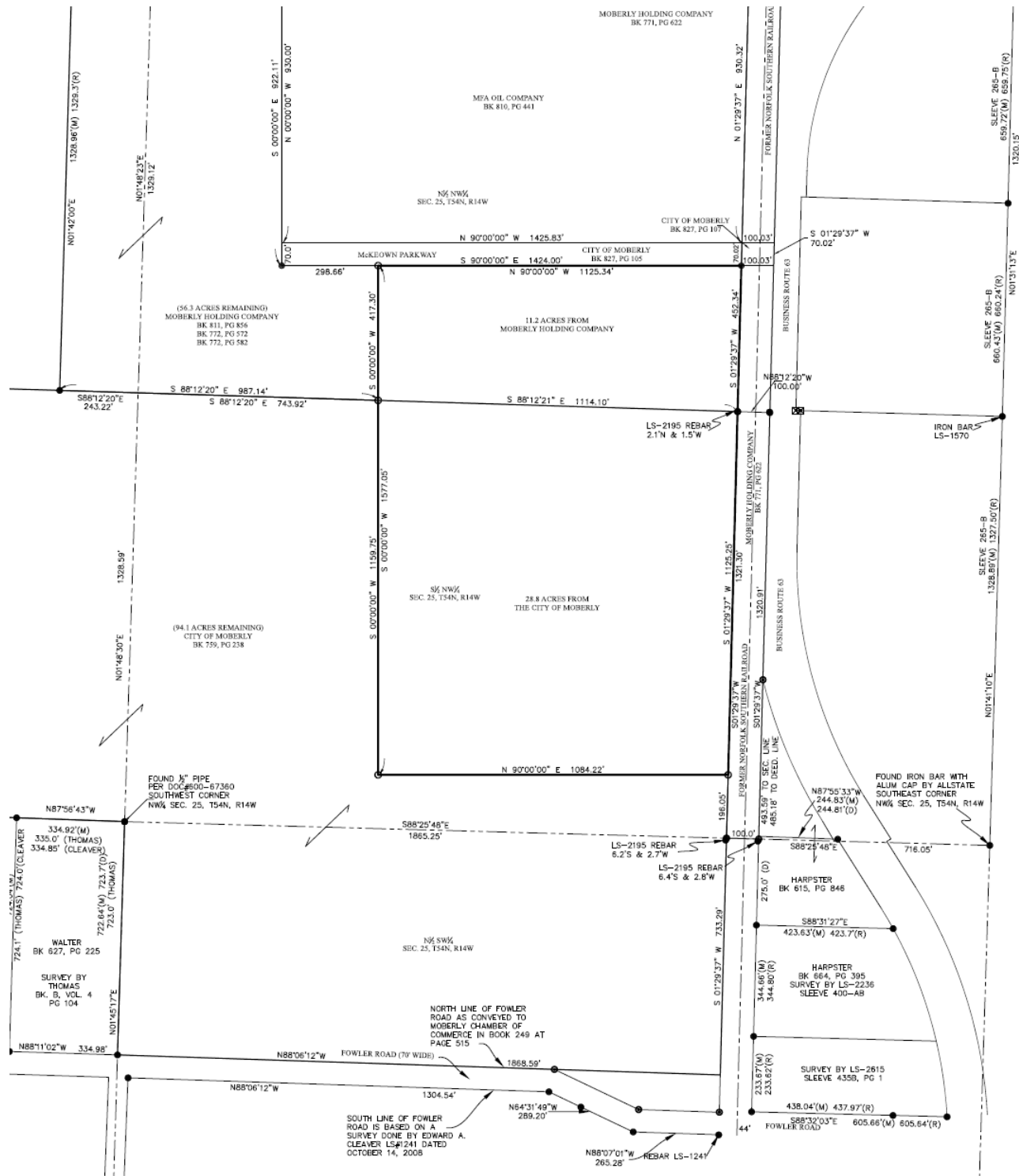
Schedule 2-A

<u>Item</u>	<u>Cost/Value</u>
	\$ _____

**TOTAL \$** \_\_\_\_\_

EXHIBIT A  
TO REQUISITION CERTIFICATE NO. 1

THE PROPERTY -MAP & LEGAL DESCRIPTION



**DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

**DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING; thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #6.

Department: Public Works

Date: December 21, 2020

**Agenda Item:** An Ordinance Authorizing The City Manager To Enter Into Task Order Number 11 With Bartlett & West Supplementing A Master Agreement Dated June 14, 2016 For A Scope Of Work Agreement Which Includes Providing A Conceptual Letter And Cost Estimate For Planning Purposes Of Improvements Along Morley Street And Providing Assistance In Preparing And Submitting A Tap Application For Rollins Street, Respectively.

**Summary:** The Scope of work above will prepare a list of all needs and cost estimates and break the work down in manageable chunks for current and future rounds of grant funds including, but not limited to, Cost Share and TAP funds.

We will have a separate resolution for the TAP application work on the work session. We are also looking to move the TAP app. over to a Rollins (EE) sidewalk project, due to the low level of funding available for the NE district at this time but anticipate a cost share application for S. Morley in the upcoming funding cycle.

### Recommended

**Action:** Approve this ordinance.

**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	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	<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	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other			
		Passed	Failed	

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 11 WITH BARTLETT & WEST SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016 FOR A SCOPE OF WORK AGREEMENT WHICH INCLUDES PROVIDING A CONCEPTUAL LETTER AND COST ESTIMATE FOR PLANNING PURPOSES OF IMPROVEMENTS ALONG MORLEY STREET AND PROVIDING ASSISTANCE IN PREPARING AND SUBMITTING A TAP APPLICATION FOR ROLLINS STREET, RESPECTIVELY.**

**WHEREAS**, the City desires to seek improvements to Morley Street between Rollins and Route M and to seek TAP grant funding for Rollins; and

**WHEREAS**, Bartlett & West, Inc., (“Bartlett”) is generally qualified to provide the necessary engineering expertise to seek grant funding opportunities and to prepare cost estimates for planning purposes; and

**WHEREAS** Bartlett has proposed an addition to their Master Agreement dated June 14, 2016, entitled Task Order Number 11, a copy of which is attached hereto, to provide a conceptual letter and cost estimate for planning purposes along Morley Street between Rollins and Route M at a cost not to exceed \$10,956.00; and

**WHEREAS** Bartlett has proposed an addition to their Master Agreement dated June 14, 2016, entitled Task Order Number 12, a copy of which is attached hereto, to provide assistance in preparing and submitting a TAP application for Rollins Street at a cost not to exceed \$6,000.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO WIT:**

**SECTION ONE.** That the Task Order Number 11 and Task Order Number 12 are hereby approved in all respects.

**SECTION TWO.** That the City Manager is hereby directed to execute the agreements on behalf of the City.

**SECTION THREE.** That this ordinance will be in full force and effect upon passage by the City Council.

**PASSED AND ADOPTED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

BARTLETT & WEST, INC.  
TASK ORDER NUMBER 11

This task order No. 11 is issued relative and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for professional Services between the City of Moberly, Missouri and Bartlett & West, Inc. (“Consultant”) as dated June 14, 2016 and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation and outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. The Consultant shall perform services under the Task Order for providing a conceptual letter and exhibits/cost estimates for planning purposes along Morley Street between Rollins and Route M, as more fully described herein.

**1. DATA COLLECTION**

1.1 Request and review aerial images/contour data/parcel data from the City of Moberly.

1.3 No field survey is included in this scope of work.

**2. STUDY PHASE**

2.1 Review existing geometry for Morley Street from Rollins Street to Route M and develop a proposed typical section for Morley Street (assumes 2 typical sections will be needed).

2.2 Determine limits of reconstruction for adjacent infrastructure based on Morley Street reconstruction. Infrastructure to be investigated includes side streets, driveways and public storm sewer. No additional investigation is included in this scope of work.

2.3 Review drainage information to determine conceptual limits of drainage system improvements. No hydrology or hydraulics are included in this scope of work.

2.4 Determine phasing limits for the project to allow construction in multiple smaller sections (assumes 4 total sections).

2.5 Create up to four exhibits showing extent the reconstruction of infrastructure required for each phase of work. No detailed design of the roadway or intersections is included in this scope of work.

2.6 Create conceptual construction cost estimate for reconstruction of adjacent infrastructure for each phase of work.

2.7 Assess impacts to adjacent properties and utilities which may impact R/W needs for the project.

**3. REPORT SERVICES**

3.1 Prepare a letter summarizing the project and the impacts to the community.

3.2 Submit report to City for review and incorporate any modifications.

**4. PROJECT MANAGEMENT AND COORDINATION**

4.1 No additional meetings are included in this scope of services.

4.2 Quality Reviews:

4.2.1 Perform periodic reviews of project for quality assurance purposes.  
Perform a quality control review of the project deliverables at each submittal stage.

4.3 Administration and Coordination:

4.3.1 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to CITY.

5. **ADDITIONAL SERVICES**


5.1 No additional services are included in this scope of work.

- C. Time of Performance for Services. Completion of all services will be within 60 days of the execution of this agreement by both parties.
- D. Compensation for Services. The services shall be performed hourly. The overall project will have an upper limit of \$10,956.00 for completion of all services outlined in the scope of work.
- E. Client’s Responsibilities. Client’s responsibilities in the completion of this Task Order are as follows. If no responsibilities are listed, then responsibilities are as outlined in the Agreement. Client to provide:  
Provide timely reviews
- F. Special Items. Special Items relative to this Task Order are as follows:  
1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.
- G. Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein.  
Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

**Client:**  
CITY OF MOBERLY, MISSOURI

**Consultant:**  
BARTLETT & WEST, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:   
Print Name: Austin Johnson  
Title: Project Manager  
Date Signed: 11/30/2020

## PROJECT FEE ESTIMATING SHEET

South Morley Report - Rollins Street to Route M  
City of Moberly, Randolph County, Missouri

Tasks					Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
		Eng. IV	Eng. II	Admin. III		Item	Cost		
		\$135.00	\$115.00	\$87.00					
1.	<b>DATA COLLECTION</b>								<b>\$250.00</b>
1.1	Request and review aerial images/contour data/parcel data from the City of Moberly.	1	1		\$250.00			\$250.00	
1.3	No field survey is included in this scope of work.				\$0.00			\$0.00	
2.	<b>STUDY PHASE</b>								<b>\$8,680.00</b>
2.1	Review existing geometry for Morley Street from Rollins Street to Route M and develop a proposed typical section for Morley Street (assumes 2 typical sections will be needed).	1	2		\$365.00			\$365.00	
2.2	Determine limits of reconstruction for adjacent infrastructure based on Morley Street reconstruction. Infrastructure to be investigated includes side streets, driveways and public storm sewer. No additional investigation is included in this scope of work.	4	8		\$1,460.00			\$1,460.00	
2.3	Review drainage information to determine conceptual limits of drainage system improvements. No hydrology or hydraulics are included in this scope of work.	4	12		\$1,920.00			\$1,920.00	
2.4	Determine phasing limits for the project to allow construction in multiple smaller sections (assumes 4 total sections).	1	2		\$365.00			\$365.00	
2.5	Create up to four exhibits showing extent the reconstruction of infrastructure required for each phase of work. No detailed design of the roadway or intersections is included in this scope of work.	4	16		\$2,380.00			\$2,380.00	
2.6	Create conceptual construction cost estimate for reconstruction of adjacent infrastructure for each phase of work.	4	8		\$1,460.00			\$1,460.00	
2.7	Assess impacts to adjacent properties and utilities which may impact R/W needs for the project.	2	4		\$730.00			\$730.00	
3.	<b>REPORT SERVICES</b>								<b>\$1,215.00</b>
3.1	Prepare a letter summarizing the project and the impacts to the community.	8			\$1,080.00			\$1,080.00	
3.2	Submit report to City for review and incorporate any modifications.	1			\$135.00			\$135.00	
4.	<b>PROJECT MANAGEMENT AND COORDINATION</b>								<b>\$492.00</b>
4.1	No additional meetings are included in this scope of services.				\$0.00			\$0.00	
4.2	Quality Reviews:								
4.2.1	Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	2			\$270.00			\$270.00	
4.3	Administration and Coordination:								
4.3.1	Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to CITY.	1		1	\$222.00			\$222.00	
5.	<b>ADDITIONAL SERVICES</b>								<b>\$0.00</b>
5.1	No additional services are included in this scope of work.				\$0.00			\$0.00	
	<b>TOTALS</b>	<b>33</b>	<b>53</b>	<b>1</b>	<b>\$10,637.00</b>			<b>\$10,637.00</b>	
	<b>Total</b>							<b>\$10,637.00</b>	
	<b>3% increase for 2021 rates</b>							<b>\$319.00</b>	
	<b>Grand Total</b>							<b>\$10,956.00</b>	

Route EE (Rollins Street)

McKinsey Street

Study Corridor

Bus. 63 (Morley Street)

Route M (Urbandale Drive)




BARTLETT & WEST, INC.  
TASK ORDER NUMBER 12

This task order No. 12 is issued relative and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for professional Services between the City of Moberly, Missouri and Bartlett & West, Inc. (“Consultant”) as dated June 14, 2016 and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation and outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. The Consultant shall perform services under the Task Order for providing assistance in preparing and submitting a TAP application for Rollins Street as noted in the attached exhibit, and as more fully described herein.
  - 1. One site visit to review the project limits and discuss responsibilities of the City in preparing the application.
  - 2. Preparation of an opinion of probable cost for the sidewalk project which the TAP grant will be applying for. This assumes a base project and one section of alternate.
  - 3. Preparation of project location and project overview exhibits to complete the grant application. This assumes a base project and one section of alternate will be included on each exhibit.
  - 4. Completion of the grant application (utilizing the letters of support and evidence of a public hearing already completed) and provide the completed application to the City for review.
  - 5. Modify the TAP application per the review of the City.
- C. Time of Performance for Services. Completion of all services will be by the application deadline (January 29<sup>th</sup>, 2021).
- D. Compensation for Services. The services shall be performed hourly. The overall project has an estimated cost of \$6,000.00 for completion of all services outlined in the scope of work.
- E. Client’s Responsibilities. Client’s responsibilities in the completion of this Task Order are as follows. If no responsibilities are listed, then responsibilities are as outlined in the Agreement. Client to provide:
  - 1. Provide timely reviews.
  - 2. Provide letters of support for this project
  - 3. Evidence of a public meeting and a description of the public’s response to the project.

- F. Special Items. Special Items relative to this Task Order are as follows:
- 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.
- G. Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein.  
Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

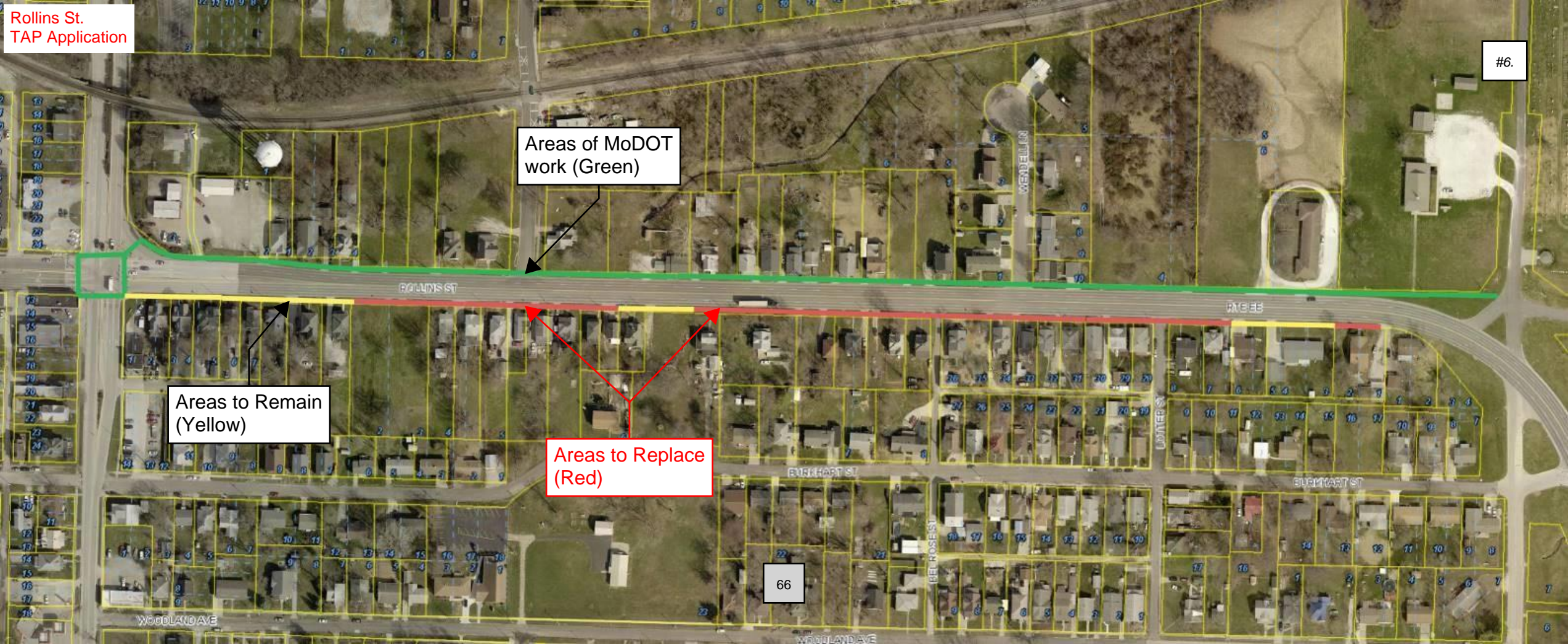
<b>Client:</b>	<b>Consultant:</b>
CITY OF MOBERLY, MISSOURI	BARTLETT & WEST, INC.
By: _____	By:  _____
Print Name: _____	Print Name: Austin Johnson
Title: _____	Title: Project Manager
Date Signed: _____	Date Signed: 12/21/2020

Areas of MoDOT  
work (Green)

Areas to Remain  
(Yellow)

Areas to Replace  
(Red)

66



# City of Moberly

## City Council Agenda Summary

Agenda Number: #7.

Department: Public Utilities

Date: December 21, 2020

**Agenda Item:** A Resolution Repealing Resolution R-997 And Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For The Route JJ Regional Wastewater Management System And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The City Utilities Department and Jacobs Engineering Group, Inc have developed the attached scope of work to design the Route JJ Regional Sewer Extension. This project includes the design of three lift stations, Moberly Mobile Home Park, Heritage Hills Golf Course, and Fox Hollow Mobile Home Park as well as a new force main to convey wastewater to the City of Moberly collection system. The proposed lift stations for the mobile home parks will be sized to convey existing flows that are tributary to their respective Wastewater Facility.

The Heritage Hills Golf Course lift station will be designed to convey the existing and future flows generated by the golf course and associated residential development. It is anticipated that all three lift stations will be sited near their existing lagoons. This engineering contract will be reviewed by DNR Financial Assistance Center prior to the next meeting for compliance with grant requirements. The general engineering contract terms and conditions were approved by the Council at a prior council session. The contract has to be executed by the City of Moberly before receiving a concurrence letter from DNR,

**Recommended Action:** Approve the resolution and authorize the City Manager to execute the contract.

**Fund Name:** Capital Improvements Sales Tax, Design Engineering

**Account Number:** This is a 100% allowable expense under the grant, with the exception of the Heritage Hills Golf Course expenses.

**Available Budget \$:**

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION REPEALING RESOLUTION R-997 AND APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR THE ROUTE JJ REGIONAL WASTEWATER MANAGEMENT SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS**, Resolution R-997 previously adopted on December 7, 2020, on this same topic approved an incorrect version of the agreement with Jacobs Engineering Group, Inc. (“Jacobs”); and

**WHEREAS**, the city has determined a need for three lift stations along Route JJ, including a lift station at Heritage Hills golf course and has received grant funding for a portion of said project to be known as the Route JJ Regional Wastewater Management System (the “project”); and

**WHEREAS**, city staff requested a proposal from Jacobs to provide design, bid and construction management services for the project; and

**WHEREAS**, attached hereto and incorporated herein is a proposed Letter Agreement with Jacobs for the project with payment for said services not to exceed \$397,423.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby repeals Resolution R-997 and further approves the Letter Agreement as recommended by city staff and authorizes the city manager to execute the Agreement on behalf of the City of Moberly.

**RESOLVED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

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

December 11, 2020

Mary West-Calcano  
Director of Utilities  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Subject: Route JJ Regional Wastewater System**

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Route JJ Regional Wastewater Management System. The project includes the design of three lift stations (Moberly MHP, Heritage Hills Golf Course, Fox Hollow MHP), a new force main to convey wastewater to the City of Moberly collection system, and associated appurtenances. The proposed lift stations for the mobile home parks will be sized to convey existing flows that are tributary their respective WWTF. The Heritage Hills Golf Course lift station will be designed to convey the existing and future flows generated by the golf course and associated residential development. All three lift stations will be sited in close proximity to the existing lagoon WWTFs. The proposed common force main alignment generally follows existing MODOT (Hwy. JJ) right of way. Each pump station will have an individual force main that connects to the common force main. The proposed force main discharge point is located at the western edge of the City of Moberly. The scope of work includes the Predesign Phase, Existing Conditions Survey, Preliminary Design Phase, Final Design Phase, Bid Phase, and Construction Management Services.

**SCOPE**

**Predesign Phase**

- 1) Meet with the City to determine a detailed scope of the elements of the improvements and the preferences for layout of equipment, piping and structures.
- 2) Coordinate with MODOT and the associated stakeholders throughout the process.
- 3) Manage activities including planning, organizing and monitoring tasks, quality control, and other management activities.
- 4) Confirm that the receiving sewer system has the capacity to convey the flow. Perform hydraulic calculations as necessary.

December 11, 2020

Subject: Route JJ Regional Wastewater System

- 5) Perform hydraulic calculations necessary to confirm that the three pump station/common force main concept will work and size the pumps.
- 6) Evaluate the proposed force main alignment. The force main alignment selected in the study utilized the Hwy. JJ right of way. Identifying existing utilities along the Hwy. JJ right of way will be critical. MODOT only permits utility construction in a 6-foot corridor along each right of way line.
- 7) Evaluate the need for screening upstream of the proposed lift station(s). Mechanically cleaned bar screens are not included in this scope of work.
- 8) The manholes downstream of the force main discharge may be lined with an acid resistant material.
- 9) Evaluate the applicability of trenchless technology within congested areas of the force main alignment.
- 10) Address MDNR comments on the Facility Plan prepared by McClure and finalize Facility Plan.
- 11) Conduct Environmental review, including:
  - a. Obtaining clearance letters from:
    - i. Army Corps of Engineers
    - ii. Department of Natural Resources, Historic Preservation (does not include cultural resource survey, if required)
    - iii. Department of Conservation
    - iv. United States Fish and Wildlife
    - v. Department of Natural Resources, Geological Survey
    - vi. Federal Assistance Clearinghouse
    - vii. Division of State Parks
  - b. Prepare Environmental Information Document
  - c. Hold a public meeting or hearing on the Environmental Information Document.

## Existing Conditions Survey

Conduct property surveys where privately owned parcels are being utilized and a topographic survey along the proposed force main alignment as well as at each proposed pump station site, including determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Indicate the location, size, and species of trees over 6-inches in diameter in wooded areas with perimeter tree drip lines located and shown.
- 3) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.

December 11, 2020

Subject: Route JJ Regional Wastewater System

- 4) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 5) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 6) Contour intervals will be 1-foot.
- 7) Establish property lines and property ownership. Scope includes the preparation of legal description of up to thirteen easements. The City will be responsible for preparing the final easement documents, negotiating, and acquiring easements from the individual property owners.

Conduct a geotechnical investigation of the pump station sites.

- 1) At each pump station drill one boring to 30 feet or auger refusal, whichever occurs first
- 2) If rock is encountered above a depth of 15 feet, the boring will be advanced 5 feet into the rock.
- 3) Sampling will be in general accordance with industry standards in which two samples will be obtained in the upper 5 feet of boring and one sample obtained for each additional five feet of boring.
- 4) Groundwater levels will be observed and recorded while drilling and at the completion of drilling. Borings will be backfilled prior to the drill crew departing the job site; no delayed groundwater readings will be taken.
- 5) The samples obtained from the borings will be tested to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests as appropriate.
- 6) Results of field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri.

## **Preliminary Design Phase (90% Design)**

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kickoff meeting to review the basis of design established in the Pre-Design Phase.

**Task 2 - Develop 90% Design Documents.** Based on the Predesign phase activities, Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index
- 2) Sheet Layout

December 11, 2020

Subject: Route JJ Regional Wastewater System

- 3) General Notes & Symbols
- 4) Site/Piping Plan (3 sheets)
- 5) Miscellaneous Piping & Civil Details
- 6) Mechanical (3 sheets)
- 7) Piping and Instrumentation Diagram – Symbols and Designation Sheet
- 8) Piping and Instrumentation Diagram (3 sheets)
- 9) Electrical Symbol Drawing
- 10) Electrical Site/Grounding Plan (3 sheets)
- 11) Electrical One Line Drawing (3 sheets)
- 12) Electrical Details
- 13) Force Main Plan & Profiles (14 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

**Task 3 – 90% Design Review Meeting.** After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

### **Final Design Phase**

**Task 1 – Final Plans and Specifications.** Based on the accepted Preliminary Design documents, Jacobs will prepare for incorporation in the Contract Documents, final drawings (detailed to show the character and elements of the project to be constructed by the contractor on the project), and technical specifications. The Final Design (100% Design) technical specifications will be in CSI format. The front end construction contract bidding documents will be consistent with other City projects.

**Task 2 – Permits.** Upon completion of the final plans and specifications in Task 1, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, and the Missouri Department of Transportation for a road crossing permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

### **Bid Phase**

Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.

December 11, 2020

Subject: Route JJ Regional Wastewater System

- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

## **Construction Phase**

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor. Scope includes up to two resubmittals of shop drawings.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide the City assistance with change orders, assistance with payments to contractors, assistance with grant reimbursements or loan requests, and review of American Iron and Steel Documentation.
- 5) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 6) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.

December 11, 2020

Subject: Route JJ Regional Wastewater System

- b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 7) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 8) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 9) Except upon written instructions of City, the RPR SHALL NOT:
- a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
  - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  - d) Authorize occupancy, acceptance or conditional acceptance.
  - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
  - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 10) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

December 11, 2020  
Subject: Route JJ Regional Wastewater System

## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$397,423. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. Of this cost, \$60,103 can be attributed to the effort needed for the design/bid/construction phase services for the Heritage Hills pump station and force main, which is not eligible for reimbursement under the Regionalization Grant. Jacobs will submit monthly invoices for compensation and expenses by electronic transmission. The City shall make payments to Jacobs in accordance with Section 34.057, RSMo.

Predesign	\$20,263
Environmental Review	\$25,000
Existing Conditions Survey	\$36,100
Detailed Design	\$193,694
Bid Phase Services	\$5,061
Construction Phase Services	\$107,395
Direct Costs - Travel	\$8,910
Direct Costs - Printing	\$1,000
<b>Total Not to Exceed Cost</b>	<b>\$397,423</b>

## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal.

Classification	Rate
Project Manager	\$135
Sr. Project Engineer	\$155
CAD Designer I	\$100
CAD Designer II	\$135
Geotechnical Engineer	\$125
RPR I	\$110
RPR II	\$150
Sr. Electrical Engineer	\$155
Structural Engineer I	\$130
Structural Engineer II	\$150
Admin	\$110

December 11, 2020  
Subject: Route JJ Regional Wastewater System

## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following:

Predesign	120 days
90% Design	180 days
100% Design	90 days
Bid Phase	45 days
Construction Phase	365 days

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. The scope and fee included in this proposal assumes that the conceptual project for connection to Moberly as outlined in the *Mark Twain Regional Council of Governments Regional Wastewater Management System Feasibility Study, Addendum 1*, dated December 2019, will not need substantial changes during the Predesign Stage of this project. The conceptual project includes three pump stations that pump to a common force main that discharges into the Moberly sewer collection system. Substantial changes that are not included in our scope and fee could include, but are not limited to, the need for an additional pump station or multiple pump stations in order to convey the wastewater to the Moberly sewer collection system.
2. Jacobs will refer to the City's standard specifications and details wherever appropriate.
3. The electrical and control system design is based on float system for level control and standard across the line starters or soft starters; no PLC based control system design is included.
4. Any fees required to obtain construction approval/permits from MDNR, MoDOT, or any other agency will be paid by the City.
5. Wetland delineation and mitigation services are not included.
6. Cultural resource survey that may be required for DNR Historic Preservation environmental sign-off is not included.
7. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
8. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
9. RPR services include two 8-hour visits per week during concurrent pump station and force main construction activities, and one 8-hour visit every week during force main only construction activities. The fee for RPR services is based on:

December 11, 2020

Subject: Route JJ Regional Wastewater System

- a. A construction period of 18 weeks for concurrent pump station and force main activities for a total of 288 hours.
- b. A construction period of 34 weeks of force main only activities for a total of 272 hours.
- c. 560 total hours for RPR services.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

10. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files.

This work will be performed under the Professional Services Agreement dated October 5, 2020. We will endeavor to be as efficient as we can in performing the work to minimize costs. If you have any questions, please let me know.

If you agree, please sign two copies of this letter and return them to us at your convenience. Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,



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

Authorization to Proceed:

**City of Moberly**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Jacobs Engineering Group, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: #8.

Department: Administration

Date: December 21, 2020

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Agreement With SCG Consulting Services, LLC For Professional Services

**Summary:** The City of Moberly is currently exploring options for long-term strategies related to 911 PSAP and dispatching services. After discussing with multiple agencies, it was determined that a shared approach to hiring a consultant to review operations and make recommendations would be beneficial to developing a long-term strategy. This agreement will authorize the city to start the hiring process of SCG Consulting to conduct the work as outlined in the proposal. We have heard back from the State 911 Board and we did not receive the grant. However, we were eligible for a loan and we have received word we received the loan. We are waiting on the loan documents, but this will allow us to spread out the costs over a few years. The City RCAD and County will split costs for the services three ways

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** 9-1-1 Emergency Telephone Fund/Contracted Services

**Account Number:** 400.000.5406

**Available Budget \$:** 3,300.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCG CONSULTING SERVICES, LLC FOR PROFESSIONAL SERVICES.**

**WHEREAS**, due to shortfalls in funding the Moberly Public Safety Answering Point Emergency Call Center and the need to better understand call flow, city staff sought out a 911 consultant; and

**WHEREAS**, SCG Consulting, LLC (“SCG”) has valuable experience consulting with 911 Call Centers in Missouri and is willing to provide Moberly with a financial audit of all 911 revenues and monitoring of remitted revenues while evaluating 911 emergency call flow and evaluating existing technology; and

**WHEREAS**, attached hereto is the proposed Professional Services Agreement (“Agreement”) submitted by SCG outlining the general terms and conditions under which they will provide the services described above for a sum not to exceed Ten Thousand Dollars (\$10,000.00).

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Agreement with SCG for a sum not to exceed \$10,000.00.

**RESOLVED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## Professional Services Agreement

This agreement is made effective by and between the **City of Moberly, Missouri** and **SCG Consulting Services, LLC** with its principal offices at 2920 Blackhawk Cir, Bellevue, NE 68123.

In this agreement the party who is contracting to receive the professional services shall be referred to as "City", and the party who will be providing the services shall be referred to as "SCGCS". The Consultant has an established background in public safety communications systems technology and professional project management and is willing to provide those services to the City based on this background.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICE:** Beginning upon contract signing, SCGCS will provide the following services, (collectively the Services): Refer to the itemized "Scope of Services" herein attached as Exhibit A and made part of this agreement.
- 2. PERFORMANCE OF SERVICES:** SCGCS will work as many hours as is necessary to fulfill its obligations under this agreement as described in Exhibit A.
- 3. PAYMENT:** The City will pay a fee to SCG Consulting of **\$10,000** for services as described in Exhibit A and provided under this agreement, payable as follows:
  - a. \$1,500 on contract signing
  - b. \$4,000 on delivery of the 9-1-1 Fee Remittance & Projection Report
  - c. \$4,500 on delivery of the ECC Call Flow Analysis & Recommendations Report
- 4. TERM/TERMINATION:** This Agreement may be terminated by either party upon thirty days written notice to the other party. SCGCS shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which SCGCS has not been paid.
- 5. RELATIONSHIP OF PARTIES:** The parties understand that SCGCS is an independent contractor and not an employee of the City.
- 6. AMENDMENT:** This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

**For City of Moberly, Missouri**

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

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

**For SCG Consulting Services, LLC**

By: Alan C. Ross

Date: 10/18/2020



## Exhibit A - Proposed Services

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SCGCS understands that the Randolph County residents approved a ballot measure under Section 190.455 RSMo. which allows for governing bodies to impose a monthly fee on subscribers of any communications service that has been enabled to contact 911. It is further understood that the revenues from the new 9-1-1 fee are less than expected.

SCGCS proposes to provide technical consulting services to conduct a financial audit related to the remittance of the newly imposed 9-1-1 fee by contacting all telecommunications services providers. SCGCS will also re-evaluate the initial revenue projections based on known revenues from other similar sized jurisdictions that are collecting the same 9-1-1 fee. After the telecommunications service providers have been contacted and provided with the pertinent information regarding the proper collection and remittance rules per Section 190.455 RSMo., SCGCS will then monitor the remitted revenues for at least the next 90 days to see if any changes occur in the receipts from the Missouri Department of Revenue.

While the revenue receipts are being monitored, SCGCS will conduct on-site interviews with local staff and officials to evaluate the 9-1-1 emergency call flow and handling between the City of Moberly Police Department, the primary Emergency Communications Center (ECC) for Randolph County and the Randolph County Ambulance District, a secondary ECC that receives transferred medical emergency calls from the Moberly Police Department ECC. Call volumes, transfers and processing times will be evaluated along with the type and level of training at both ECC's will also be documented. Last, the level of technology at both ECC's will be evaluated and documented. The anticipated outcome will be statistical data along with sound, solid advice and recommendations for improvement to the 9-1-1 call process and dispatch function that will increase overall operational efficiency.

## Project Schedule

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SCGCS will begin work immediately upon contract signing. The project term and duration is anticipated to be 90-120 days.

## Deliverables

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SCGCS will provide the following deliverables as a part of this contract.

- Telecommunications Service Provider Contact Report
- 9-1-1 Fee Remittance Report with Revenue Projections
- Emergency Communications Center Call Flow Analysis & Recommendations Report
- Zoom meetings and conference calls as necessary
- A minimum of one (1) on-site meeting as mutually agreed upon



## City of Moberly Responsibilities

The City staff will be expected to provide support and coordination in order to assure the successful completion of all tasks as follows:

- Provide access to pertinent offices and records
- Providing local project contact(s)
- Providing copies of any prior completed reports and documentation
- Providing meeting facilities for local project meetings
- Cooperation from agencies and departments, as needed
- Timely response to follow up data requests and confirmation requests
- Timely review of documents and reports

## Project Costs

The following costs reflect services proposed within the scope described herein.

Service Description & Fees	
9-1-1 Fee Remittance Research & Analysis	\$1,500
9-1-1 Call Flow Review, Analysis & Recommendations	\$8,500
<b>Total Cost</b>	<b>\$10,000</b>
Services will be provided as a lump sum contract based on the above fee schedule inclusive of all related and associated expenses. Additional services that are outside of this scope and mutually agreed upon will be provided at the hourly rate of \$100/hr for consulting services and \$75/hr for travel time with reimbursement of actual expenses including mileage at \$0.54/mile.	



# City of Moberly

## City Council Agenda Summary

Agenda Number: #9.

Department: Public Utilities

Date: December 21, 2020

**Agenda Item:** A Resolution Authorizing The City Manager To Execute An Master Agreement With Surveying & Mapping, LLC For Professional Services.

**Summary:** The City is required by State Statute and DNR Regulations to have GIS locations of valves and hydrants in the drinking water system and a map of the storm water system. The work will include collecting GPS locations of each feature, pipe material and diameter and inspections of the assets (fire hydrants, storm water inlets, etc.) The fee for the water system is fixed, but since we don't know what we will find in the field for the storm water system, there is a fee per feature found, inspected and mapped. The current budget includes \$80,000 for mapping services. It is the plan to provide as much mapping as possible this budget year, and then complete the process the coming budget year. The water lines will be completed first. SAM recently acquired Midland GIS who is our current provider. They have provided good service to the City and host our current system. For this reason, we recommend contracting with SAM for the work. The on-call contract will facilitate the contracting means for the immediate work as well as future task orders.

**Recommended**

**Action:** Approve the resolution.

**Fund Name:** Capital Improvement Sales Tax Trust

**Account Number:** 304.000.5502

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

**BILL NO:**\_\_\_\_\_

**RESOLUTION NO:**\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN MASTER AGREEMENT WITH SURVEYING & MAPPING, LLC FOR PROFESSIONAL SERVICES.**

**WHEREAS**, on November 16, 2020, this Council adopted Resolution R-996 which approved an project agreement with Surveying and Mapping, LLC (“Surveying”) to provide the city with utility GPS mapping; and

**WHEREAS**, Surveying has requested that the city enter into a Master Agreement, a copy of which is attached, which agreement includes additional terms and conditions which define the relationship between the city and Surveying for the previous project agreement and any potential future projects; and

**WHEREAS**, the Master Agreement provides for a 3 year term which may be terminated by either party on fourteen (14) days written notice.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Master Agreement with Surveying and authorizes the City Manager to execute an agreement for their services.

**RESOLVED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made here and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Moberly, Missouri (hereinafter “CITY”) and Surveying & Mapping, LLC (hereinafter “CONSULTANT”).

**WITNESSETH:**

**WHEREAS**, the CITY has made a determination that it would benefit from a professional services Agreement a Geographic Information System (GIS) services master agreement to be provided on a long term basis for the City; and

**WHEREAS**, the CONSULTANT and the CITY have agreed to certain benefits which are set forth below; and

**WHEREAS**, the CITY wishes to employ the CONSULTANT primarily on a Time and Expenses Contract basis, but in some cases on a lump sum basis, for the term of the above referenced Agreement.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, is it agreed as follows:

1. **The CITY Will:**
- a. Pay CONSULTANT monthly invoices which itemize services rendered to CITY, as specified below, within thirty (30) days of the date of the invoice, upon certification by the designated representative of CITY that the services have been rendered.

b. Provide payment, as invoiced monthly, for all expenses, supplies, photocopying and other costs incurred as a result of this Contract.

c. Pay CONSULTANT hourly rates for GIS services and expenses at rates as set forth in the rate schedule marked “Exhibit A”, attached hereto and incorporated herein by reference as if fully set forth in this paragraph. CONSULTANT may revise “Exhibit A” rates annually at the anniversary date of this Agreement, however the payment of said revised rates are subject to City’s approval and, if not so approved, shall be cause for the termination of this Agreement as set forth in Paragraph 3.b below.

d. For Lump Sum projects, pay CONSULTANT on a monthly basis an agreed upon sum based upon the percentage of work completed by the last day of the preceding month.
2. **The CONSULTANT WILL:**
- a. Provide GIS services in accordance with the Scope of Services set forth in a document marked “Exhibit A”, attached hereto and incorporated herein by reference as if fully set forth in this paragraph.

b. Not subcontract or assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other PARTY.

- c. The PARTIES understand and agree that there may be projects or needs for GIS services which are outside CONSULTANT'S capability, as determined by CITY, and/or a particular project is required to be bid by State or Federal regulations. Under the foregoing circumstances, CITY and CONSULTANT agree to meet and determine the approach which best meets CITY'S needs. In either event, CONSULTANT shall remain available to assist other consultants as required.
- d. Conflict of Interest: Covenants that CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract.
- e. Non-discrimination: Agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin, or ancestry, political affiliation or beliefs, religion or handicap.
- f. Federal Work Authorization Program: CONSULTANT agrees to execute the affidavit, attached hereto, marked "Exhibit B" and incorporated herein as if fully set out in this paragraph, required by Section 285.530 R.S.Mo relating to the Federal Work Authorization Program and to comply with all applicable State and Federal laws relating to unauthorized aliens. CONSULTANT acknowledges that Section 285.530 R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONSULTANT therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo and that it will not knowingly employ, hire for employment or continue to employ any unauthorized aliens to perform any of the services contemplated herein and that its employees are lawfully eligible to work in the United States.

**3. The Parties Mutually Agree to the Following:**

- a. Term. The contract shall be in effect for a period of three (3) years from the date of this Agreement unless earlier terminated with or without cause or extended as referenced below.
- b. Termination. The Agreement may be terminated by either party without cause, upon fourteen (14) days written notice. This agreement may be terminated with cause upon twenty-four (24) hour written notice. In either such event, final payment to the CONSULTANT shall be limited to services provided by the CONSULTANT as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the CITY'S budget for this work.
- c. Just Cause for Termination. Noncompliance with any portion of the Agreement, or violation of State or Federal laws or City Code, will be just cause for immediate

termination of this Contract as set forth in paragraph 3.a) above. Just cause may include any other grounds determined by the CITY to be just cause.

- d. Documentation Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the CONSULTANT under this Contract which the CITY requests to be kept as confidential shall be considered the property of the CITY and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CITY.
  
- e. CITY’S Option to Extend. This Contract may be extended by the CITY, at the CITY’S sole option, beyond the original term, for a fixed term of no more than One (1) year per extension with a limit of three (3) extensions, provided that:
  - (1) The terms for extension are in writing and submitted by one party to the other at least thirty (30) days prior to the expiration of any term;
  - (2) The extension is executed by the CONSULTANT and the CITY’S authorized representative; and
  - (3) Appropriation of funds is approved and achieved.
  
- 4. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
  
- 5. Entire Agreement. This agreement, contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereunto, and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date and year herein stated.

**Surveying & Mapping , LLC,  
CONSULTANT**



\_\_\_\_\_  
**By: Kirk Larson, Director of GIS Operations**

**CITY OF Moberly, MISSOURI**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
**City Attorney**

EXHIBIT A

SAM Billing Rates

ASSOCIATE	BILLING RATE
Operations Manager	\$175.00/hr.
Senior Project Manager	\$140.00/hr.
GIS Programmer	\$125.00/hr.
GIS Technician 1	\$65.00/hr.
GIS Technician 2	\$81.00/hr.
GIS Field Technician with GPS	\$80.00/hr.
Two-Person Survey Crew with GPS	\$160.00/hr.
Office Administration	\$94.00/hr.

Scope of Services

Below are major GIS work categories that will be performed under the Master Agreement categories, but not limited to:

- Utility GIS development, specifically for water, wastewater, and storm water utilities
- Municipal and County GIS development in planning and zoning, parcel development, aerial photography integration
- GPS utility field data collection utilizing RTK Survey Grade
- ESRI software programs and tools.
- On-going maintenance and integration with various GIS files and datasets.

## EXHIBIT B

STATE OF MISSOURI )  
 ) SS  
COUNTY OF NODAWAY )

# AFFIDAVIT

(As required by Section 285.530 of the Revised Statutes of the State of Missouri, 2016)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct of that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined un 8 U.S.C. 1324a(h)(3).

**BEFORE ME**, the undersigned authority, personally appeared Kirk Larson, who, being first duly sworn, states on his oath or affirmation as follows:

1. My name is Kirk Larson and I am currently the Director of GIS Operations SAM, LLC (hereinafter "Consultant"), whose business address is 501 North Market, Maryville, MO 64468 and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

- 3. Consultant is enrolled in and participates in federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Moberly as set forth in the Contract or Agreement for Services to which this Affidavit is attached as an Exhibit.
- 4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth herein.
- 5. Attached hereto is documentation affirming Consultant’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**FURTHER, AFFIANT SAITH NOT.**



\_\_\_\_\_  
**Kirk Larson, Affiant**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_  
**Notary Public  
State of Missouri.**

**My Commission Expires:  
Commission in Nodaway County  
Commission #**

# City of Moberly

## City Council Agenda Summary

Agenda Number: #10.

Department: Public Works

Date: December 21, 2020

**Agenda Item:** A Resolution Authorizing And Accepting The Final Change Order To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.

**Summary:** The final change order for Harrison & Garfield is for a decrease of \$27,546.60. This is the final cleanup of the project where all final quantities have been determined. There are 16 separate bid line items that have seen quantity adjustments, some more most less resulting in the final decrease.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** Transportation Trust

**Account Number:** 600.178.5409

**Available Budget \$:** -141,631.26

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

BILL NO: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND ACCEPTING THE FINAL CHANGE ORDER TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT.**

**WHEREAS**, on November 4, 2019, this Council adopted Ordinance No. 9555 and authorized a contract with Willis Bros. Inc., (“Willis”) to complete the Harrison and Garfield project; and

**WHEREAS**, a final Change Order has been submitted by the project engineer and accepted by Willis for a decrease in the final project cost of \$27,546.60; and

**WHEREAS**, staff recommends that the council authorize acceptance of the Change Order and authorize the City Manager to execute said Order.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

**RESOLVED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

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Presiding Officer at Meeting

**ATTEST:**

---

City Clerk

Change Order No. Final

Date of Issuance: 11/9/20

Effective Date: 11/9/20

Owner: City of Moberly

Owner's Contract No.: 19254.020

Contractor: Willis Bros., Inc.

Contractor's Project No.: 19254.020

Engineer: Bartlett &amp; West

Engineer's Project No.: 19254.020

Project: Harrison Ave and Garfield Street Project

Contract Name: Harrison Ave and  
Garfield Street Project

The Contract is modified as follows upon execution of this Change Order:

## Description:

Line item 5, Silt Fence: adjust quantity to 58 LF.  
 Line item 13, 6" PCC Driveway: adjust quantity to 682.0 SY.  
 Line item 14, Straight Back Curb & Gutter (APWA CG-1): adjust quantity to 6,189.0 LF.  
 Line item 27, 4" PCC Sidewalk: adjust quantity to 189.0 SF.  
 Line item 32, 8" C900 PR 235 PVC: adjust quantity to 2,621 LF.  
 Line item 33, Reconnect 1" Service Line (Directional Bore): adjust quantity to 837 LF  
 Line item 34: Replace 1" Service Line (Open Cut): adjust quantity to 451 LF  
 Line item 44, Reconnect Existing Meters (Directional Bore): adjust quantity to 247 LF.  
 Line item 53, 6" PCC Base: adjust quantity to 47.8 SY.  
 Line item 54, Aggregate for Base: adjust quantity to 290.0 SY.  
 Line item 57, Replace & Reconnect Existing Service Line (Open Cut): adjust quantity to 133 LF.  
 Line item 68, 4" Schedule 35 Perforated Underdrain: adjust quantity to 1,320.0 LF.  
 Line item 69, Remove Old Fire Hydrants: adjust quantity to 9 EA.  
 Line item 72, Driveway Culverts – North Harrison: adjust quantity to 430 LF.  
 Add line item 75, Additional Project Removals: 1 LS, unit price of \$6,600.00/LS.  
 Add line item 76, Additional Project Aggregate: 1 LS, unit price of \$4,200.00/LS.  
 Add line item 77, Additional Seed and Straw: 1 LS, unit price of 2,950.00/LS.

## Attachments:

None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ <u>1,235,917.00</u>	Substantial Completion: <u>180</u> days
	Ready for Final Payment: <u>210</u> days
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :
\$ <u>89,953.42</u>	Substantial Completion: <u>30</u> days
	Ready for Final Payment: <u>30</u> days
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,325,870.42</u>	Substantial Completion: <u>210</u> days
	Ready for Final Payment: <u>240</u> days
	days or dates
[Decrease] of this Change Order:	[Increase] of this Change Order:
\$ <u>27,546.60</u>	Substantial Completion: <u>N/A</u>
	Ready for Final Payment: <u>N/A</u>
	days or dates

Contract Price incorporating this Change Order:

\$ 1,298,323.82

Contract Times with all approved Change Orders:

Substantial Completion: 210 days

Ready for Final Payment: 240 days

days or dates

**RECOMMENDED:**

By: Austin Johnson  
Engineer (if required)  
Title: Project Manager  
Date: 12/2/2020

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**ACCEPTED:**

By: Tom D. Willis  
Contractor (Authorized Signature)  
Title Gen. Treas.  
Date 12/3/20

Approved by Funding Agency (if applicable)

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

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: #11.

Department: Public Utilities

Date: December 21, 2020

**Agenda Item:** A Resolution Approving A Professional Engineering Services Agreement With Jacobs Engineering Group Inc. For Five Eda Funded Infrastructure Projects And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The attached engineering contract contains five projects: North Morley Water Main Loop, Sturgeon and Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility, and Morley Pump Station Retrofit and Force Main Extension. These projects are included in the \$4.8M EDA grant that was announced to help fund \$6.3M of projects. The storm water detention basin engineering will be performed by other engineers outside this contract. The construction for the storm water basin is a grant approved project.

**Recommended**

**Action:** Pass the Resolution

**Fund Name:** Capital Improvement Trust Fund

**Account Number:** 304.000.5635

**Available Budget \$:** \$1,500,000.00 (grant match)

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

BILL NO: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR FIVE EDA FUNDED INFRASTRUCTURE PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS**, Jacobs Engineering Group, Inc., (“Jacobs”) has submitted a proposal and letter agreement to provide professional engineering services for five infrastructure projects identified as follows: North Morley Water Main Loop, Sturgeon & Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility and the Morley Pump Station Retrofit & Force Main Extension; and

**WHEREAS**, said engineering services will be provided under a master agreement between the city and Jacobs dated October 5, 2020; and

**WHEREAS**, the fee to Jacobs will be funded in part as part of an EDA grant heretofore received by the city; and

**WHEREAS**, attached hereto and incorporated herein is the proposed Letter Agreement with Jacobs for the project with payment for said services not to exceed \$606,355.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Letter Agreement as recommended by city staff and authorizes the city manager to execute the Agreement on behalf of the City of Moberly.

**RESOLVED** this 21st day of December, 2020, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

City Clerk

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

December 11, 2020

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

**Subject: EDA Grant Projects**

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for the five EDA grant projects: North Morley Water Main Loop, Sturgeon and Rollins Water Main Replacement, Downtown Sewer Rehabilitation, Downtown CSO Storage Facility, and Morley Pump Station Retrofit and Force Main Extension. The Projects and Services described in the following Proposals (Attachments A through E) will be performed under the Professional Services Agreement dated October 5, 2020 (shown at the end of this document).

The table below shows milestones and associated engineering fees for all five projects.

Project	Task	Completion Date	Associated Fee	Cumulative Fee
All Projects	Design NTP	12/22/2020		
Downtown CSO Storage Facility	Existing Conditions Survey	2/1/2021	\$24,042	\$24,042
North Morley Water Main Loop	Existing Conditions Survey	3/1/2021	\$19,915	\$43,957
Sturgeon and Rollins Water Main Replacement	Existing Conditions Survey	3/1/2021	\$24,024	\$67,981
Morley Pump Station Retrofit	Existing Conditions Survey	4/1/2021	\$17,711	\$85,692
Downtown CSO Storage Facility	60% Design	6/1/2021	\$45,320	\$131,012
North Morley Water Main Loop	90% Design	7/1/2021	\$32,600	\$163,612
Sturgeon and Rollins Water Main Replacement	90% Design	7/1/2021	\$32,600	\$196,212
Downtown Sewer Rehabilitation	Existing Conditions Survey	7/1/2021	\$4,348	\$200,560

December 11, 2020  
Subject: EDA Grant Projects

Project	Task	Completion Date	Associated Fee	Cumulative Fee
Morley Pump Station Retrofit	90% Design	8/1/2021	\$105,580	\$306,140
North Morley Water Main Loop	100% Design	9/1/2021	\$3,619	\$309,759
Sturgeon and Rollins Water Main Replacement	100% Design	9/1/2021	\$3,619	\$313,378
Downtown CSO Storage Facility	100% Design	9/1/2021	\$30,213	\$343,591
Morley Pump Station Retrofit	100% Design	10/1/2021	\$11,728	\$355,319
Downtown Sewer Rehabilitation	90% Design	11/1/2021	\$55,845	\$411,164
North Morley Water Main Loop	Bid Phase	12/1/2021	\$4,791	\$415,955
Sturgeon and Rollins Water Main Replacement	Bid Phase	12/1/2021	\$4,791	\$420,746
Downtown CSO Storage Facility	Bid Phase	12/1/2021	\$4,229	\$424,975
Morley Pump Station Retrofit	Bid Phase	1/1/2022	\$5,018	\$429,993
Downtown Sewer Rehabilitation	100% Design	2/1/2022	\$6,202	\$436,195
Downtown Sewer Rehabilitation	Bid Phase	5/1/2022	\$3,577	\$439,772
North Morley Water Main Loop	Construction Phase	7/1/2022	\$27,513	\$467,285
Sturgeon and Rollins Water Main Replacement	Construction Phase	7/1/2022	\$28,292	\$495,577
Downtown CSO Storage Facility	Construction Phase	8/1/2022	\$38,696	\$534,273
Morley Pump Station Retrofit	Construction Phase	8/1/2022	\$56,249	\$590,522
Downtown Sewer Rehabilitation	Construction Phase	11/1/2022	\$15,833	\$606,355

If you agree, please sign two copies of this letter and return them to us at your convenience. Thank you for the opportunity to continue our long standing support of the City.

December 11, 2020  
Subject: EDA Grant Projects

Very truly yours,



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

Authorization to Proceed:

**City of Moberly**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Jacobs Engineering Group, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

December 11, 2020  
Subject: EDA Grant Projects

## Attachment A

### North Morley Water Main Loop

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the North Morley Water Main Loop. Approximately 4,400 linear feet of existing 6-inch water main will be replaced with a 12-inch water main thereby increasing the capacity of the system in the vicinity of the improvement (see attached exhibit).

#### SCOPE

##### Existing Conditions Survey

Conduct a property and topographic survey along the proposed water main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership.

##### North Morley Water Main Loop

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kick off meeting to review the project scope and define the project.

**Task 2 - Develop 90% Design Documents.** Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index
- 2) Sheet Layout

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- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Water Main Plan & Profiles (6 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front-end bidding documents will be similar to what Jacobs has prepared on City projects following the EJCDC format. Jacobs intends to refer to the City's standard specifications and details in lieu of developing project specific details and water main related technical specifications.

**Task 3 – 90% Design Review Meeting.** After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

**Task 4 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

**Task 5 – Permits.** Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

**Task 6 - Bid Phase Services.** Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

**Task 7 - Construction Phase Services.**

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods,

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Subject: EDA Grant Projects

sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
  - a) Authorize any deviation from the Contract Documents, or approve any substitution of materials or equipment.

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Subject: EDA Grant Projects

- b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  - d) Authorize occupancy, acceptance or conditional acceptance.
  - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
  - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$89,958. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$19,915
Detailed Design	\$36,219
Bid Phase Services	\$4,791
Construction Phase Services	\$27,513
Direct Costs - Travel	\$1,320
Direct Costs - Printing	\$200
<b>Total Not to Exceed Cost</b>	<b>\$89,958</b>

## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Admin	\$105

December 11, 2020  
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## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	3/1/2021	\$19,915
90% Design	7/1/2021	\$32,600
100% Design	9/1/2021	\$3,619
Bid Phase	12/1/2021	\$4,791
Construction Phase	7/1/2022	\$27,513

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- Jacobs will refer to the City's standard specifications and details wherever appropriate.
- Pre-Design memorandums will not be prepared for the water main projects as the sizing is based on existing model recommendations and the routes have already been determined.
- Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- RPR services include one visit every two weeks during water main construction activities. The fee for RPR services is based on:
  - A 12 week construction duration for the water main installation, 8 hours every two weeks for a total of 48 hours, 6 visits.
  - RPR services are not required during saw cutting or restoration.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

- Two sets of record drawings and an electronic media device with both pdf and AutoCAD files

December 11, 2020  
Subject: EDA Grant Projects

## Attachment B

### Sturgeon and Rollins Water Main Replacement

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Sturgeon and Rollins Water Main Replacement. Approximately 5,450 linear feet of existing 10-inch and 14-inch water main will be replaced by a 16-inch water main thereby increasing the capacity of the system in the vicinity of the improvement. The proposed 16-inch water main will also connect to the Wicker Street Elevated Tank (see attached exhibit).

#### SCOPE

##### Existing Conditions Survey

Conduct a property and topographic survey along the proposed water main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership.

##### Sturgeon and Rollins Water Main Replacement

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kick off meeting to review the project scope and define the project.

**Task 2 - Develop 90% Design Documents.** Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index

December 11, 2020  
Subject: EDA Grant Projects

- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Water Main Plan & Profiles (6 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front-end bidding documents will be similar to what Jacobs has prepared on City projects following the EJCDC format. Jacobs intends to refer to the City's standard specifications and details in lieu of developing project specific details and water main related technical specifications.

**Task 3 – 90% Design Remote Review Meeting.** After the 90% design documents (including an OPCC) have been submitted to the City for review, a remote meeting will be scheduled with City personnel to discuss the 90% design documents.

**Task 4 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

**Task 5 – Permits.** Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

**Task 6 - Bid Phase Services.** Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

**Task 7 - Construction Phase Services.**

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for

December 11, 2020

Subject: EDA Grant Projects

revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to 5 RFIs
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:

December 11, 2020

Subject: EDA Grant Projects

- a) Authorize any deviation from the Contract Documents, or approve any substitution of materials or equipment.
  - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  - d) Authorize occupancy, acceptance or conditional acceptance.
  - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
  - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$94,846. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$24,024
Detailed Design	\$36,219
Bid Phase Services	\$4,791
Construction Phase Services	\$28,292
Direct Costs - Travel	\$1,320
Direct Costs - Printing	\$200
<b>Total Not to Exceed Cost</b>	<b>\$94,846</b>

## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Admin	\$105

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## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	3/1/2021	\$24,024
90% Design	7/1/2021	\$32,600
100% Design	9/1/2021	\$3,619
Bid Phase	12/1/2021	\$4,791
Construction Phase	7/1/2022	\$28,292

## ASSUMPTIONS / CLARIFICATIONS:

- Jacobs will refer to the City's standard specifications and details wherever appropriate.
- Pre-Design memorandums will not be prepared for the water main projects as the sizing is based on existing model recommendations and the routes have already been determined.
- Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
- Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
- RPR services include one visit every two weeks during water main construction activities. The fee for RPR services is based on:
  - A 10 week construction duration for the water main installation, 8 hours every two weeks for a total of 40 hours, 5 visits.
  - RPR services are not required during saw cutting or restoration.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

- Two sets of record drawings and an electronic media device with both pdf and AutoCAD files

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## Attachment C

### Downtown Sewer Rehabilitation

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Downtown Sewer Rehabilitation project. The Downtown Sewer Rehabilitation includes the CCTV investigation of approximately 17,000 linear feet of sewers, CIPP lining of approximately 11,000 linear foot of sewers, the replacement/rehabilitation of 22 manholes and untrapped inlets and up to 10 point repairs. Our proposal includes Existing Conditions Survey (CCTV & manhole inspection), Final Design (90%) Phase, Final Design (100%) Phase, Bid Phase, and Construction Management Services.

#### SCOPE

##### Existing Conditions Survey

Prepare Request for Proposal and a Scope of Work to conduct CCTV sewer inspections and manhole inspections.

- 1) Assist the City in evaluating the proposals and make a recommendation.
- 2) Coordinate and monitor the CCTV and manhole inspection work.
- 3) Review the draft inspection report.

##### Final Design

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kick off meeting to review the project scope.

**Task 2 - Develop 90% Design Documents.** Utilize the CCTV investigation report to develop design documents consisting of a cover sheet, sheet layout, general notes and symbols, up to 8 plan sheets utilizing the City's GIS Mapping, a detail sheet, and technical specifications for the elements of the project. 90% design drawings would be prepared at a scale of 1"=100' to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

**Task 3 – 90% Design Review Meeting.** After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

**Task 4 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

**Task 5 - Bid Phase Services.** Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.

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- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

**Task 6- Construction Phase Services.** Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) No RPR services are included in our Scope of Work.
- 5) Review Post-Lining CCTV and prepare and submit to the Contractor a "punchlist" of items which require correction or completion
- 6) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$86,930. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$4,348
Detailed Design	\$62,047
Bid Phase Services	\$3,577
Construction Phase Services	\$15,833
Direct Costs - Travel	\$825
Direct Costs - Printing	\$300
<b>Total Not to Exceed Cost</b>	<b>\$86,930</b>

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## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
Admin	\$105

## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	7/1/2021	\$4,348
90% Design	11/1/2021	\$55,845
100% Design	2/1/2022	\$6,202
Bid Phase	5/1/2022	\$3,577
Construction Phase	11/1/2022	\$15,833

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Scope does not include integration of CCTV and manhole inspection data with the City's GIS.
2. Jacobs will refer to the City's standard specifications and details wherever appropriate.
3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
5. Two sets of record drawings and an electronic media device with pdf files.

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## Attachment D

### Downtown CSO Storage Facility

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Downtown CSO Storage Facility. The CSO Storage Facility includes the design of an underground CSO storage facility containing 400,000 gallons of storage, and two gravity sewers. The storage facility will be constructed in the basement of an existing parking garage, to be demolished by others. The attached exhibit depicts the anticipated scope of the project, note that no pump station design is included. Our proposal includes Existing Conditions Survey, Final Design (60%) Phase, Final Design (100%) Phase, Bid Phase, and Construction Management Services.

#### SCOPE

##### Existing Conditions Survey

**Task 1 – Topographic Survey.** Conduct a topographic survey of the project area including the street rights-of-ways surrounding the site.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Property addresses.
- 7) Locate and stake up to six geotechnical boring locations

**Task 2 – Geotechnical Program.** Develop a geotechnical program that provides pipe and bedding design recommendations. Scope includes six 30-foot deep borings and data report containing bedding recommendations and pipe design parameters.

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## Final Design

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kick off meeting to review the project scope.

**Task 2 - Develop 60% Design Documents.** Prepare design documents consisting of preliminary drawings, and technical specifications for the elements of the project. 60% design drawings would be prepared at a horizontal scale of 1"=30' and vertical scale 1"=10' to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets.

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Diversion Sewers Plan and Profile (2 sheets)
- 5) Storage Facility Plan
- 6) Storage Facility Profile
- 7) Storage Facility Details (2 sheets)
- 8) Demolition

The 60% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

**Task 3 – 60% Design Review Meeting.** After the 60% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 60% design documents.

**Task 4 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid. The 100% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

**Task 5 – Permits.** Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

**Task 6 - Bid Phase Services.** Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

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## **Task 7- Construction Phase Services.**

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) **Pre-Construction Meeting.** Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) **Shop drawing review for submittals during the construction period.** Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) **Respond to the contractor's RFIs (Request for Information).** Scope includes responses of up to five RFIs.
- 4) **Jacobs will provide part-time Resident Project Representative (RPR) services during the construction.** A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) **While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:**
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

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- e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
  - a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
  - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  - d) Authorize occupancy, acceptance or conditional acceptance.
  - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
  - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$145,440. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$24,042
Detailed Design	\$75,533
Bid Phase Services	\$4,229
Construction Phase Services	\$38,696
Direct Costs - Travel	\$2,640
Direct Costs - Printing	\$300
<b>Total Not to Exceed Cost</b>	<b>\$145,440</b>

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## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Structural Engineer III	\$190
Admin	\$105

## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	2/1/2021	\$24,042
60% Design	6/1/2021	\$45,320
100% Design	9/1/2021	\$30,213
Bid Phase	12/1/2021	\$4,229
Construction Phase	8/1/2022	\$38,696

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
2. The storage facility will not require a pump station, per the preliminary design report and exhibit.
3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 60% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.

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5. RPR services include an average of one visit per week during the storage facility construction activities. The fee for RPR services is based on:
  - a) A 12-week construction duration for the storage facility, 8 hours per week of RPR services (96 hours).
  - b) RPR services are not needed until the end of the parking facility demolition.

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files

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## Attachment E

### Morley Pump Station Retrofit and Force Main Extension

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Morley Pump Station Retrofit and Force Main Extension. The Morley Street Lift Station is currently a wet pit/dry pit pump station. It has experienced a series of operational and maintenance issues throughout its service. The lift station will be retrofitted as a submersible lift station and the force main will be extended approximately 3,000 linear feet which will create additional capacity in the portion of the collection system to which it currently discharges (see attached exhibit).

#### SCOPE

##### Existing Conditions Survey

Conduct a property and topographic survey along the proposed force main, including the determination of horizontal and vertical control to be utilized throughout the project.

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.
- 6) Establish property lines and property ownership. Scope includes the preparation of legal description of up to five easements.

##### Morley Street Lift Station Retrofit and Force Main Extension

**Task 1 –Kick-Off Meeting.** Jacobs will meet with City staff for a kick off meeting to review the project scope.

**Task 2 - Develop 90% Design Documents.** Based on the Morley Pump Station Retrofit and Force Main Extension Facility Plan (prepared by Jacobs under a separate contract) review meeting Jacobs

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will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Site/Piping Plan
- 5) Miscellaneous Piping & Civil Details
- 6) Mechanical
- 7) Piping and Instrumentation Diagram – Symbols and Designation Sheet
- 8) Piping and Instrumentation Diagram
- 9) Electrical Symbol Drawing
- 10) Electrical Site/Grounding Plan
- 11) Electrical One Line Drawing
- 12) Electrical Details
- 13) Structural Details & General Notes
- 14) Mechanical/Structural/Electrical Demolition
- 15) Force Main Plan & Profiles (4 sheets)

The 90% documents will also include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front end bidding documents will be similar to what Jacobs has prepared on City projects following the 2018 EJCDC format.

**Task 3 – 90% Design Review Meeting.** After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

**Task 4 – Final Plans and Specifications.** Based on the comments from the review meeting in Task 3 final plans and specifications will be developed and issued to the City for Bid.

**Task 5 – Permits.** Upon completion of the final plans and specifications in Task 4, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit, and the Missouri Department of Transportation for a road crossing permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

**Task 6 - Bid Phase Services.** Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.

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- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

## **Task 7- Construction Phase Services.**

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
  - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.

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- c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR SHALL NOT:
- a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
  - b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  - d) Authorize occupancy, acceptance or conditional acceptance.
  - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
  - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

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## FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$199,986. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Existing Conditions Survey	\$17,711
Detailed Design	\$117,308
Bid Phase Services	\$5,018
Construction Phase Services	\$56,249
Direct Costs - Travel	\$3,300
Direct Costs - Printing	\$400
<b>Total Not to Exceed Cost</b>	<b>\$199,986</b>

## CONTRACTUAL HOURLY RATES

The following hourly rates will be used for the services in this proposal:

Project Manager	\$130
Sr. Project Engineer	\$150
CAD Designer I	\$95
CAD Designer II	\$130
RPR I	\$90
RPR II	\$145
Sr. Electrical Engineer	\$150
Structural Engineer I	\$125
Structural Engineer II	\$145
Admin	\$105

## SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates. Associated fees do not include direct costs.

Task	Completion Date	Associated Fee
Design NTP	12/22/2020	
Existing Conditions Survey	4/1/2021	\$17,711
90% Design	8/1/2021	\$105,580
100% Design	10/1/2021	\$11,728
Bid Phase	1/1/2022	\$5,018
Construction Phase	8/1/2022	\$56,249

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## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
2. The electrical and control system design is based on float system for level control and standard across the line starters or soft starters; no PLC based control system design is included.
3. Two full size hard copies of the plans and specifications will be provided to the City for each project for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, MDNR (construction permit) along with two full size sets submitted to the Dodge and AGC plan rooms.
4. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
5. RPR services include one visit every two weeks during force main construction activities, and two visits per week during the pump station retrofit activities. The fee for RPR services is based on:
  - a) A 6-week construction duration for the pump station retrofit, 16 hours per week of RPR services (108 hours).
  - b) A 6-week construction duration for the force main installation, 8 hours every two weeks of RPR services (16 hours)
  - c) Total of 150 hours and 15 visits to the job site
  - d) RPR services are not required during saw cutting or restoration

Should the construction scope require a longer duration in the field or the City would like more per week availability, additional funds may be requested.

6. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files

**AGREEMENT**  
**FOR**  
**PROFESSIONAL SERVICES**  
**BETWEEN**  
**JACOBS ENGINEERING GROUP INC.**  
**AND**  
**THE CITY OF MOBERLY, MISSOURI**

## AGREEMENT FOR PROFESSIONAL SERVICES

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## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS ENGINEERING MASTER SERVICES AGREEMENT**, made and executed as of the 5th day of October, 2020 by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 501 N. Broadway, St. Louis, MO 63012 (hereinafter called "Consultant") and City of Moberly, MO, a municipal corporation, with a place of business at 101 West Reed Street, Moberly, MO 65720 (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

### ARTICLE 1

#### GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (the "Project") and scope of services (hereinafter "Services") to be provided to Client is stated in a formal Proposal from Consultant for each specific project. Each specific Project will reference this Master Services Agreement.

### ARTICLE 2

#### COMPENSATION

Consultant will be compensated for Services as set forth in each Proposal.

### ARTICLE 3

#### PAYMENTS

Consultant will submit bi-weekly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

### ARTICLE 4

#### PERIOD OF SERVICE

Consultant shall make its best efforts to complete its Services for the Project within the time period set forth in the Proposal.

### ARTICLE 5

#### CHANGES IN SCOPE OF SERVICES

Client may, at any time, make changes in the scope of Services for the Project or in the definition of Services to be performed. In the event Client notifies Consultant of its desire to make a

change in the scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Consultant, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

## **ARTICLE 6**

### **STANDARD OF CARE**

- A. Consultant shall perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, tort (including negligence) or otherwise.

## **ARTICLE 7**

### **INDEMNIFICATION**

Consultant will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employee or subconsultant. No negligence shall be attributed to Consultant based on any acts or omissions of Client's contractors or other consultants.

## **ARTICLE 8**

### **LIMITATION OF LIABILITY**

The total aggregate liability of Consultant arising out of the performance or breach of this Agreement shall not exceed twenty-five percent (25%) of the compensation paid to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant shall have no liability to the Client for contingent, consequential or other indirect damages including,

without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its employees or subconsultants. The Parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

## **ARTICLE 9**

### **INSURANCE**

- A. During the term of this Agreement, Consultant shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
  - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
  - 2. Employer's liability insurance with a minimum of \$250,000.
  - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
  - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

## **ARTICLE 10**

### **RELATIONSHIP OF CONSULTANT TO CLIENT**

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

## **ARTICLE 11**

### **PERSONNEL**

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client. Consultant may remove personnel assigned to the Project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

## **ARTICLE 12**

### **OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA**

- A. Client agrees to defend, indemnify and hold harmless Consultant and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Consultant ("instruments of service") on extensions of the project or at a location other than that contemplated by this Agreement. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Consultant, if requested by Client, upon completion of Services. Consultant may retain one complete set of reproducible copies of all of its instruments of service.

## **ARTICLE 13**

### **PERMITS AND LICENSES**

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

## **ARTICLE 14**

### **ADHERENCE TO LAWS**

Consultant shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

## **ARTICLE 15**

### **NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS**

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client Information ("Primary Data") disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.

- B. Upon completion of the Project or sooner if Client so requests, the Consultant shall return to Client's representative all Primary Data furnished to the Consultant under this Agreement and shall, if requested, deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the Project ("Secondary Data").
- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Consultant's association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
  - 1. Was known to the Consultant (and previously unrestricted) before disclosure of Primary Data to Consultant under this Agreement or before generation of Secondary Data;
  - 2. Is subsequently acquired by the Consultant from a third party who is not in default of any obligation restricting the disclosure of such information; or
  - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other clients.

## ARTICLE 16

### CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultant shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

## ARTICLE 17

### FORCE MAJEURE

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

## ARTICLE 18

### PROJECT DELAY

If the Consultant's proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Consultant's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

## ARTICLE 19

### CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Consultant is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- B. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Consultant's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Consultant shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Consultant.

- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Consultant, in a form satisfactory to Consultant.

## ARTICLE 20 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

## ARTICLE 21 ALTERNATE DISPUTE RESOLUTION

- A. Client and Consultant understand and appreciate that their long term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed Purchase Orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day

of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the issue.

- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own costs of mediation.

## ARTICLE 22

### NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

#### To Consultant

Original to: Michael McCarty  
Position: Vice President Missouri Operations  
Address: Jacobs Engineering Group Inc.

#### To Client

Original to: Mary West-Calcano  
Position: Director of Utilities  
Address: City of Moberly, MO

Copy to: Tobin Lichti  
Position: Project Manager  
Address: Jacobs Engineering Group Inc.

Copy to: Brian Crane  
Position: City Manager  
Address: City of Moberly, MO

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

## ARTICLE 23

### MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such

party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Consultant hereunder, are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* Client represents that either it is the sole owner of the facilities which are the object of the Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and the Services will be bound by such releases and limitations of liability such that the total aggregate liability of Consultant to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CONSULTANT:

JACOBS ENGINEERING GROUP INC.

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

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

CLIENT:

CITY OF MOBERLY, MISSOURI

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

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



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** City Clerk  
**Date:** December 21, 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:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$561,299.09.**

**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 December 21, 2020 in the amount of \$98,120.97.

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 December 21, 2020 in the amount of \$750.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$41,343.48.

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 December 21, 2020 in the amount of \$63,298.67.

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 December 21, 2020 in the amount of \$24,076.25.

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 December 21, 2020 in the amount of \$8,159.04.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$158,086.07.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$25,615.71.

SECTION 9: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$10,900.79.

SECTION 10: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$1,870.00.

SECTION 11: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$162.00.

SECTION 12: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$1,519.49.

SECTION 13: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$103,893.64.

SECTION 14: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$4,193.80.

SECTION 15: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 21, 2020 in the amount of \$10,484.18.

SECTION 16: 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 December 21, 2020 in the amount of \$8,825.00.

**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.

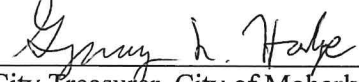
**RESOLVED** this 21st day of December 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

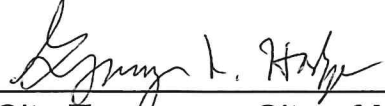
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID DECEMBER 4, 2020 - DECEMBER 16, 2020 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
DECEMBER 21, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 98,120.97
Non-Resident Lodging Tax Fund	\$ 750.00
Payroll Fund	\$ 41,343.48
Solid Waste Fund	\$ 63,298.67
Heritage Hills Golf Course Fund	\$ 24,076.25
Parks and Recreation Fund	\$ 8,159.04
Airport Fund	\$ 158,086.07
Utilities OP & Maintenance Fund	\$ 25,615.71
Utilities OP Reserve Fund	\$ 10,900.79
Capital Improvement Trust Fund	\$ 1,870.00
2006A SRF Bonds Debt Service Fund	\$ 162.00
Emergency Telephone Fund	\$ 1,519.49
Transportation Trust Fund	\$ 103,893.64
Street Improvement Fund	\$ 4,193.80
Downtown CID Sales Tax Fund	\$ 10,484.18
Downtown CID Property Tax Fund	\$ 8,825.00
<b>Total</b>	<b>\$ 561,299.09</b>

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

12/17/2020

\_\_\_\_\_  
Date

BANK# BANK NAME  
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

## 24 DISBURSEMENTS

85241	12/11/2020	6 AMEREN MISSOURI	29.71				
85242	12/11/2020	424 BUTLER SUPPLY INC	2,229.58				
85243	12/11/2020	598 CHARITON VALLEY COMMUNICATIONS	168.98				
85244	12/11/2020	4267 MOPERM	1,519.00				
85245	12/11/2020	5639 SOCKET	.00			VOID:	
85246	12/11/2020	5639 SOCKET	2,376.28				
* 85247	Thru 85253						
85254	12/16/2020	2903 ABAN PEST CONTROL INC	180.00				
85255	12/16/2020	3055 ADVANCED DISPOSAL - MACON	63,897.72				
85256	12/16/2020	5933 ALBERTS SHOE REPAIR	265.80				
85257	12/16/2020	6120 AMAZON CAPITAL SERVICES	856.74				
85258	12/16/2020	3534 AMERICAN CLEANING SYSTEMS INC	1,202.02				
85259	12/16/2020	3 AFLAC GROUP INSURANCE	2,352.47				
85260	12/16/2020	30 ARTDEP+BENTON	50.00				
85261	12/16/2020	17 AT&T 5001	1,127.25				
85262	12/16/2020	17 AT&T 5001	312.04				
85263	12/16/2020	15 AUSTIN COFFEE SERVICE	316.68				
85264	12/16/2020	16 AUTOZONE INC	24.26				
85265	12/16/2020	4729 BARTLETT & WEST	7,720.67				
85266	12/16/2020	270 BEAVERSON CONSTRUCTION SERVICE	45,700.00				
85267	12/16/2020	6300 BEGLEY JOHN	6,000.00				
85268	12/16/2020	2410 BMI	364.00				
85269	12/16/2020	34 BOB'S TIRE, LLC	57.00				
85270	12/16/2020	35 BOGIE PUMP INC	75.81				
85271	12/16/2020	5156 BANK OF AMERICA	67.97				
85272	12/16/2020	5257 BROWN SMITH WALLACE	5,000.00				
85273	12/16/2020	191 BROWNFIELD OIL CO INC	100.00				
85274	12/16/2020	592 CDW GOVERNMENT INC	147.27				
85275	12/16/2020	3137 CINTAS CORPORATION #379	660.00				
85276	12/16/2020	5723 CLERK OF THE SUPREME COURT	410.00				
85277	12/16/2020	6234 COAST TO COAST SOLUTIONS	233.67				
85278	12/16/2020	2645 CORE & MAIN LP	230.82				
85279	12/16/2020	6264 COZEN O'CONNOR	1,127.88				
85280	12/16/2020	2913 CULLIGAN WATER CONDITIONING	50.22				
85281	12/16/2020	2908 CUNNINGHAM VOGEL & ROST PC	4,882.56				
85282	12/16/2020	118 D & L TRENCHING INC	1,425.00				
85283	12/16/2020	5797 DA-COM	200.00				
85284	12/16/2020	2971 DASH MEDICAL GLOVES INC	953.50				
85285	12/16/2020	5682 DESTINATION SERVICES LLC	10,175.68				
85286	12/16/2020	194 DMC CONCRETE CONSTRUCTION	4,867.00				
85287	12/16/2020	3571 DMZ ENTERPRISE INC	27.90				
85288	12/16/2020	5975 EAA CHAPTER OFFICE	40.00				
85289	12/16/2020	6183 EFFECTIVE COMMUNICATIONS, INC	9.00				
85290	12/16/2020	37 EMERY SAPP & SONS, INC	157,386.94				
85291	12/16/2020	3103 FASTENAL COMPANY	458.08				
85292	12/16/2020	1308 FEHLING SMALL ENGINE LLC	24.00				
85293	12/16/2020	3081 FIREFIGHTERS ASSOC OF MISSOURI	418.45				
85294	12/16/2020	3147 FIREPROGRAMS	3,569.00				
85295	12/16/2020	1344 FRED WEBER INC	3,231.18				
85296	12/16/2020	704 GALLS LLC	92.90				
85297	12/16/2020	6250 GARBER JESSE	1,040.00				

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
85298	12/16/2020	303	GILMORE & BELL PC	162.00				
85299	12/16/2020	5883	GREATLIFE SERVICES, LLC	3,459.00				
85300	12/16/2020	6304	HAYES ALEX	11.97				
85301	12/16/2020	6272	HAYWARD GORDON	3,119.08				
85302	12/16/2020	62	HILLYARD - COLUMBIA	164.44				
85303	12/16/2020	4355	HOWARD GRETA	100.00				
85304	12/16/2020	1957	HYATT THERESA	90.00				
85305	12/16/2020	763	SUMNER ONE	241.07				
85306	12/16/2020	5591	INOVATIA LABORATORIES LLC	361.75				
85307	12/16/2020	4347	JOHN DEERE FINANCIAL	.00			VOID:	
85308	12/16/2020	4347	JOHN DEERE FINANCIAL	1,196.41				
85309	12/16/2020	3144	KZZT FM 105 INC	132.60				
85310	12/16/2020	2919	L & J DEVELOPMENT INC	405.00				
85311	12/16/2020	579	LAND/CHARITON COUNTY CONCRETE	1,057.94				
85312	12/16/2020	1381	LEON UNIFORM COMPANY	67.95				
85313	12/16/2020	3015	LOWE'S HOME CENTERS, LLC	.00			VOID:	
85314	12/16/2020	3015	LOWE'S HOME CENTERS, LLC	961.17				
85315	12/16/2020	2717	MATHESON TRI GAS INC	335.19				
85316	12/16/2020	5611	MCCLURE ENGINEERING COMPANY	1,235.00				
85317	12/16/2020	6259	MCKEOWN MARY	10.00				
85318	12/16/2020	1688	MFA OIL COMPANY	6,738.06				
85319	12/16/2020	1136	MFA PROPANE	1,035.94				
85320	12/16/2020	1726	MIDWEST ENVIR CONSULTANTS INC	36.21				
85321	12/16/2020	1756	MIRMA	1,500.00				
85322	12/16/2020	1079	MISSION COMMUNICATIONS LLC	623.40				
85323	12/16/2020	604	MISSOURI MUNICIPAL LEAGUE	45.00				
85324	12/16/2020	195	MISSOURI WATER & WASTEWATER CO	35.00				
85325	12/16/2020	3041	MO ONE CALL SYSTEM INC	285.20				
85326	12/16/2020	1770	MO VOCATIONAL ENTERPRISES	39.67				
85327	12/16/2020	1921	MOBERLY LUMBER INC	493.41				
85328	12/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
85329	12/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	1,260.52				
85330	12/16/2020	2976	NEUMAYER EQUIPMENT CO INC	180.50				
85331	12/16/2020	3079	NEWMAN COMLEY & RUTH PC	375.00				
85332	12/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	93.73				
85333	12/16/2020	5727	PEST PRO SOLUTIONS INC	125.00				
85334	12/16/2020	6275	PHILLIP C. BROWN, P.C.	625.00				
85335	12/16/2020	5829	Q SECURITY SOLUTIONS	198.00				
85336	12/16/2020	1716	QUADIENT LEASING USA, INC	314.79				
85337	12/16/2020	2292	RECORDS MANAGEMENT SOLUTIONS	900.00				
85338	12/16/2020	6118	S&A EQUIPMENT AND BUILDERS	91,266.30				
85339	12/16/2020	2600	SAFE PASSAGE	116.00				
85340	12/16/2020	2601	SAFETY-KLEEN CORP	98.14				
85341	12/16/2020	617	SCHULTE SUPPLY INC	2,732.81				
85342	12/16/2020	2610	BRENDLINGER ENTERPRISES INC	633.60				
85343	12/16/2020	1849	SPRINT	.00			VOID:	
85344	12/16/2020	1849	SPRINT	1,543.06				
85345	12/16/2020	5700	STAPLES	.00			VOID:	
85346	12/16/2020	5700	STAPLES	257.22				
85347	12/16/2020	6301	STLF DIESEL REPAIR	2,896.31				
85348	12/16/2020	6302	STONEKING TRICIA	100.00				
85349	12/16/2020	488	SUPERIOR ADVENTURE CENTER	825.12				
85350	12/16/2020	4999	SWARTZ MADELINE	100.00				

## ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
85351	12/16/2020	6303	THE HEARTLAND	275.00				
85352	12/16/2020	4615	TOP QUALITY LANDSCAPING	1,050.00				
85353	12/16/2020	5308	UNITED WAY OF RANDOLPH COUNTY	445.00				
85354	12/16/2020	2644	USA BLUE BOOK	1,437.50				
85355	12/16/2020	5575	USI INSURANCE SERVICE LLC	6,250.00				
85356	12/16/2020	2646	VALIC	992.00				
85357	12/16/2020	69	VANCLEVE JARED	8,500.00				
85358	12/16/2020	5800	VERIZON CONNECT NWF INC	19.19				
85359	12/16/2020	3451	VERMEER GREAT PLAINS	58.91				
85360	12/16/2020	2651	WATER ENVIRONMENT FEDERATION	354.00				
85361	12/16/2020	2656	WESTLAKE HARDWARE	.00			VOID:	
85362	12/16/2020	2656	WESTLAKE HARDWARE	640.40				
85363	12/16/2020	2658	WILLIS BROS INC	6,750.00				
85364	12/16/2020	2772	WIRELESS USA	179.00				
*20190834								
20190835	12/07/2020	1800	MO LAGERS	37,999.01		E-PAY		
*20190836		(NOT IN SELECTED DATE RANGE)						
20190837	12/11/2020	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		
20190838	12/11/2020	5912	HERITAGE HILLS/GREAT LIFE	18,450.33		E-PAY		

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

BANK TOTALS:	
OUTSTANDING	561,299.09
CLEARED	.00
	-----
BANK 24 TOTAL	561,299.09
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	98,120.97	98,120.97	.00	.00
102 NON-RESIDENT LODGING TAX	750.00	750.00	.00	.00
105 PAYROLL FUND	41,343.48	41,343.48	.00	.00
110 SOLID WASTE FUND	63,298.67	63,298.67	.00	.00
114 HERITAGE HILLS GOLF CRSE	24,076.25	24,076.25	.00	.00
115 PARKS & RECREATION FUND	8,159.04	8,159.04	.00	.00
120 AIRPORT FUND	158,086.07	158,086.07	.00	.00
301 UTILITIES OP & MAINT	25,615.71	25,615.71	.00	.00
303 UTILITIES OP RESERVE	10,900.79	10,900.79	.00	.00
304 CAPITAL IMPROVEMENT TRUST	1,870.00	1,870.00	.00	.00
378 2006A SRF BONDS DEBT SERV	162.00	162.00	.00	.00
400 EMERGENCY TELEPHONE FUND	1,519.49	1,519.49	.00	.00
600 TRANSPORTATION TRUST FUND	103,893.64	103,893.64	.00	.00
601 STREET IMPROVEMENT FUND	4,193.80	4,193.80	.00	.00
911 DOWNTOWN CID SALES TAX	10,484.18	10,484.18	.00	.00
912 DOWNTOWN CID PROP TAX	8,825.00	8,825.00	.00	.00

BANK#	BANK NAME		DESCRIPTION
CHECK#			
24 DISBURSEMENTS			
85241 Thru	85246	Accounts Payable Checks	
85247 Thru	85253	Utility Billing Checks	
85254 Thru	85364	Accounts Payable Checks	
20190835 Thru	20190838	Accounts Payable E-Pay	

# City of Moberly

## City Council Agenda Summary

Agenda Number: #13.  
 Department: City Manager  
 Date: December 21, 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 November.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye    Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed    Failed

# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

November 2020

## A. PROJECTS

### Community Development

**Property Abatements** – We have multiple properties pending abatement around town, with most of them requiring us to utilize outside contractors. We will be scheduling those here shortly to clean up the properties. Staff completed the abatement of illegal signs at Thomas Kitchen property on the East end of 300 Terrill Road on Monday the 15<sup>th</sup>, and have the abatement of vehicles, trailers and debris stored in a field as part of an illegal salvage yard. It is our hope that the property owner will realize that we are serious and comply with the removal without us having to take further action.

Past experience makes me think he will not remove them. Staff is making sure we have a company lined up to complete the abatement this Friday. Mr. Kitchen knows he can't operate a salvage yard at this location and this is clearly an attempt to negatively impact the development of South Ridge as the signs have been placed directly across the road from the two entrances and the vehicle and trailer filled with scrap in between them. It has without a doubt had an impact, residents, builders, realtors and the owner have all been in contact with us to get this resolved. As you know, we have to give at least 10 days' notice prior to abatement, and once we remove the sign and/or vehicles, he could put a new sign up or move more cars in the next day, and we would have to notice him and look at them for another 10 days. Randall is formally charging him in municipal court as well. I am hopeful that we can seek a judgment allowing us to abate immediately on any future issues.

**Fennel Complex** – We are continuing to complete the close-up of the Fennel building. Getting the roof on and sealed was our #1 priority before winter and the weather held up nicely for us. We will be continuing work preparing it for viewing for proposals of future uses. We are working to get the new garage doors installed soon, tuck pointing, closing-up internal openings between Fennel & Pro Auto building, installing 12" guttering, completing some additional repairs to existing beams, and working to try and get windows for the building. There are 44 windows on the Fennel building alone. Richard Warren is working for the City as a part-time employee and is nearing his 1500 maximum hour limit, so he will not be at the facility much more this calendar year.

We are meeting with L&J Development soon to discuss the plan and cost they have worked up for installing the bracing and lien to roofing for the inner walls of the former JT Cross building. With the concrete block wall bracing we installed, there is not the critical need for the I-beam inner structure that was once planned, but we still need some structure to mount the roof to.

**Demolition Grant** – Holman Excavation has completed 9 of 23 houses that were scheduled for this first round of properties. His completion deadline is January 6<sup>th</sup>. Typically, he can take out a house or two in a day, but he has been tearing down the 7-UP facility for the Hil's Pharmacy relocation and he completed another condemned house for Ed Hayne's at 705 Garfield, and Rip-Rapping the Spillway on Fisk. We will be keeping in close touch with him but feel comfortable he can get the properties completed in time when he turns his focus on them exclusively.

We have been waiting a long time for this to come. Numerous properties in the community are overdue for removal. Staff and the MTCOG have been doing great on this and we hope to see the numbers come in good. Pete Agee will be working on utility disconnects this week.

615 Farror St.	407 Jeffers St.	410 Morehead St.
411 Morehead St.	402 E Roll St.	320 Halleck St.

## **Public Works**

**South Morley Study/Grants** – We have been in contact with MoDOT since they completed the controversial patch work on S. Morley a few years back. They are planning to overlay it completely at some point and we have been working with them to try and include their investment towards the street in a cost share application for maximum impact. Whatever we come up with, MoDOT will be overlaying the entire route from Rollins to at least Route M.

We hope to add a center turn lane, curb and gutter, improve storm drainage and make all sidewalks ADA compliant, so we will not have enough funds to make that extensive of improvements through the entire project area initially. Due to that we plan to break the expansion work out into phases, and even utilize other grants such as the TAP to get some of the work done with the sidewalks. It will likely take many years and rounds of grants to get it all finished, but I am comfortable we are focused on the most needed areas for traffic relief, stormwater, sidewalks and working with MoDOT toward getting **all** of South Morley (between EE & M) improved at one time for a smooth driving surface.

**Kiwanis Detention** – Vegetation is coming in better and should be well established this coming spring. We have a couple of spots where we have sheet flow from the housing authority entering the basin along the South side where we are having some erosion that needs to be addressed. With the recent rains, the pond has yet to fill up to the spillway. I was concerned that the large spillway design was larger than necessary for the actual flow and would not adequately utilize the available detention above the resting pond elevation. We will observe it for a year and discuss some modifications to the spillway following more events.

**Morley/24 sidewalk project** – The engineering team from Bartlett & West, City staff (Mary, Tim Patrick and I) and the Owner/Manager of S&A construction (Ryan Arrowood) have had multiple discussions as to completing the work of the water line service lines, hydrants, sidewalks, curb & gutter, driveway approaches, island replacement, cross walk signals and stripe work.

The original contract was scheduled for an October 1<sup>st</sup> substantial completion date. Due to MoDOT time constraints turning around approval, that date was changed to October 22<sup>nd</sup>. Through the project, there was some added work and issues that caused minor delays, and after meetings and discussions, it was agreed to move the substantial completion deadline to November 20<sup>th</sup>. This was thought to be adequate time by all parties. As we had had experience with S&A under their former name of Steve & Associates, we arranged numerous meetings with them early and throughout the project to try and push them toward completion on time and warned them of the potential penalties.

Mr. Arrowood has had nothing for us but excuses. They range from the electrical sub-contractor wouldn't show up, boring sub-contractor wouldn't show up, vac truck cancelled, and they had to find another sub for that. The main issue they kept falling back to was that they couldn't get in the valves, hydrants and fixtures from their suppliers, his comment was they had made "exhaustive efforts" to find the valves and hydrants, but the only e-mail they provided us to show their efforts was a one line e-mail to their supplier that had not P.O. or job reference, and the message was one line asking if the valves had shown up yet. They didn't include any reply or even if the e-mail was acknowledged. Following the TEAMS call that day, Mary and Tim made some calls to suppliers in Columbia and found three Hydrants in stock in Columbia with little effort and also identified several valves in-stock. The supplier confirmed that they had little to no issue getting them in for the last several months. In addition, Willis Brothers and City Crews had been ordering, receiving and installing the same type of valves and hydrants throughout the Morley Sidewalk construction period. Based on this, I am not willing to give them any wiggle room on the claimed water component delays. All of the delays would seem to

indicate slow or lack of payment to the sub-contractors/suppliers. We did have calls from at least one of their sub-contractors regarding non-payment, but apparently that has since been resolved.

#13.

During our last meeting, I made it clear that the City intended on enforcing the \$1,100/day liquidated damages from the Nov. 20<sup>th</sup> date, which applies to every day, including weekends until substantial completion. Our best guess based on remaining work is that they might accomplish that somewhere between Christmas and new year. They will be at \$34,100 as of the Council meeting on Dec. 21<sup>st</sup>. They will be bringing every deviation they can think of or make up to the table to try and add more time to the Nov. 20<sup>th</sup> deadline, but I am uninclined to flex. This will be a very large penalty and I have no doubt they will try to challenge it legally. We are working to document all of the arguments they might come up with. I am disappointed it has come to this, as a project like this makes us all look bad. When we are required to take the low bidder and have no ability to influence the work other than a deadline with penalties, our hands are tied.

We will make sure the end product is of good quality, in fact they are having to replace several sections of sidewalk and an approach due to poor backfill in one location and cross slopes that didn't meet ADA requirements. This will further delay completion and add to their costs, but most of the issues are due to how they are trying to piece meal the work to get around the water line tie ins.

I will say that their concrete crew employees have been good to work with and overall are doing good work but are hamstrung having to work around and wait on the water components.

**Required Training** - All staff/crews, including myself have been spending a considerable amount of time on the required MIRMA, social media and other training sessions. This window between good weather and the snow starting has been the first opportunity we have had to pull crews in due to our short staffing.

### **PR/Communications/Grant Specialist – Emily Goyea-Furlong – Nov. 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
- Worked on my social media training.
- Continued creating historical walking tour app.
- Discussion, planning and execution of plans for COVID-19 response.

### **Cemetery Department**

There were two (2) grave lots sold; three (3) graves opened; and six (6) monument permits sold during the month of November.

**Cemetery** – Volunteers have got the flags up for Veteran's Day. They had to do a significant amount of work on the PVC base tubes as mowers and vehicles tend to smash them down in the ground or break them off. They are working on new types of inserts that would keep material out of the tubes, sit flush with the ground, and be easy to remove. We may be working with them to install these new covers once they perfect the style.

We have had surveyors from Trekk in to clean up some old areas and to add individual lots to some of the old mausoleum lots that have been sold or are for sale that could be split up into individual lots. Once completed, they will update our plat and upload it on our GIS, and it will increase the lots we have for sale.

## **B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly held a meeting on November 30, 2020 at 6:00 PM in the Council Chambers at City Hall.

1. Notice of Public Hearing for a site plan review submitted by Justin Trenhaile for a proposed childcare facility located at 518 Johnson St. This location is currently zoned B-3 (General Commercial District). Passed
2. Notice of Public Hearing for a conditional use permit submitted by First Christian Church for a proposed warming shelter located at 300 E Coates St. This location is currently zoned B-3 (General Commercial District). Tabled

## **C. Code Enforcement**

### **Month of November: Rick**

- Completed 22 building inspections.
- Weekly inspections continue on Plumrose facility.
- Completed 7 residential occupancy inspections.
- Demolition inspections for the demo grant program.
- Inspections on interior rooms continue at Moberly Inn.
- Met with Smiths Refrigeration on correcting heating problem at airport.
- Nuisance abatement sent to 309 E. Carpenter.
- Inspecting the progress at Depot Park.
- Attended P&Z on 300 E. Coates warming center and site plan review for 518 Johnson St. daycare and did staff reports for both.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

### **Month of November: Karen**

- 61 occupancy inspections and re-inspections.
- I came into contact with a positive COVID-19 and was put in quarantine for one (1) of the month.
- Returned phone calls
- With the holidays and COVID days it was a short month for work.

### **Month of November: Aaron**

- November was an exciting month. We were given the green light to proceed with Demolition and JT Holman Construction. We monitored and triple checked several properties as 6 houses were torn down in the first round of demolitions. The asbestos testing for the second round was finished up and we are now waiting on reports. We made several stops at the Plumrose project to maintain progress notes and monitor as that project started enclosing the structure. Commercial and Residential inspections along with planning and zoning activity. (plan reviews: 1 zoning reviews: 2 permits issued: 12 Commercial Inspections: 8 Residential Inspections: 30 Historic Preservation Inquiries: 1 Business License Reviews: 3)

- Nuisances were addressed as they were called in. Also, we reviewed housing to create a list of properties to address condemnation on when the inspections slowdown in the coming months.

#13.

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	8	0	14	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	5	0	0	0	\$0.00
Winter Weather Equipment Preparations	32	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	32	0	0	0	\$0.00
Catch Basin Maintenance	106	0	13	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	11	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	16	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	0	0	0	0	\$0.00
Rock Loaded/Hauled	18	0	0	0	\$0.00
Street Repair & Maintenance	90	0	0	13.5	\$0.00
Street Sign Maintenance	32	0	0	0	\$0.00
Street Sweeper Operation	79	0	28	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	98	0	20	0	\$0.00
Weedeating & Brush Removal, Streets	106	0	27	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	0	0		0	\$0.00

Outer Road Fill Dump Site Grading	34	0	0	0	\$0.00
Sidewalk Maintenance	49	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	24	0	62	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
<b>FACILITIES &amp; EQUIPMENT MAINTENANCE</b>					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	24	0	0	0	\$0.00
Cemetery Maintenance	144	0	0	0	\$0.00
Grounds Maintenance	0	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	0	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00
<b>MATERIALS PURCHASED</b>					
	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
<b>MECHANIC WORK PERFORMED</b>					
	Units	Hours			
Routine Service	11	27.5			
Maintenance And Repair	4	12			

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Greg Hodge, Director of Finance *GH*

**Subject:** Monthly Report – November 2020

### General Information

- Sales and use tax revenues continue to hold steady.
- We wrapped up the 2019-2020 audit on November 13. We received a clean opinion on the audit, meaning that the auditors have no concerns regarding the validity of the financial data provided to them nor the internal controls and business policies that we operate under. The Williams Keepers principal in charge of the audit will be at the December 7 meeting to present the audit report to the City Council and answer any questions regarding the audit or any of the financial reports presented in the report.
- Marva, Matt, and I met virtually with the Capital Rx team to begin the transition from OptumRx. I was impressed with their professionalism and knowledge of the pharmaceuticals business, there was no question asked that they could not answer. I am eager to see how much money they can save us on pharmaceuticals over the next three years. We will continue meeting with them weekly through December to manage the transition.

### 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	+10.64%	Parks	+11.05%	Capital Improvement	+11.05%
Transportation	+11.06%	Use Tax	+19.90%	Downtown CID	-4.06%

### Employee Health Insurance

Health claims	\$74,275.23	Pharmaceutical claims	\$27,793.49
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### Health Insurance Budgeted Line Items (\*\*\*) (\*\*\*) .5103)

Contribution This Month	Contributions YTD	Budget	Remaining
\$118,304.78	\$578,865.11	\$1,571,565.88	\$992,700.77

### 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	\$361,082.82
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42
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	\$569,163.71	\$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

November 2020

A handwritten signature in black ink, appearing to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

# City of Moberly Cash Balance Report - November 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	793,828.50	441,360.26	-	566,905.91	20,833.33	647,449.52
102	Non-Resident Lodging Tax	159,136.53	8,827.85	-	7,083.84	-	160,880.54
105	Payroll	553,348.33	35.96	-	15,654.39	-	537,729.90
110	Solid Waste	615,778.07	91,268.70	-	82,195.14	-	624,851.63
114	Heritage Hills Golf Course	-	0.00	1,386.72	1,386.72	-	-
115	Parks and Recreation	14,905.50	19,187.88	89,983.93	109,586.81	-	14,490.50
116	Park Sales Tax	461,892.12	98,961.75	-	-	91,370.65	469,483.22
120	Airport	(65,507.47)	128,763.16	-	140,856.42	-	(77,600.73)
125	Perpetual Care Cemetery Sales	17,486.23	575.00	-	-	-	18,061.23
126	Perpetual Care Cemetery Investment	474,122.65	31.94	-	-	-	474,154.59
137	Use Tax Trust	248,706.73	16.16	-	-	-	248,722.89
140	Veterans Memorial Flag Project	41,328.36	252.69	-	-	-	41,581.05
141	Community Betterment	4,862.59	-	-	-	-	4,862.59
300	Utilities Collection	-	508,432.82	-	21,410.82	487,022.00	-
301	Utilities Operation and Maintenance	59,859.68	-	228,367.69	228,367.69	-	59,859.68
302	Utilities Replacement	672,917.58	-	4,125.00	-	-	677,042.58
303	Utilities Operating Reserve	1,468,779.29	143.08	142,676.73	16,521.06	-	1,595,078.04
306	Utilities Consumer Security	203,828.64	-	-	206.00	-	203,622.64
307	Sugar Creek Lake Fund	58,294.23	3.79	-	-	-	58,298.02
377	2004B SRF Bonds Debt Service	1,094,812.29	71.15	43,150.05	37,900.15	-	1,100,133.34
378	2006A SRF Bonds Debt Service	1,578,310.93	102.57	36,862.81	27,495.96	-	1,587,780.35
379	2004C Bond Debt Service	84,896.07	5.51	29,710.00	26,187.97	-	88,423.61
380	2008A Bonds Debt Service	73,133.47	4.75	15,133.02	38,349.64	-	49,921.60
381	ESP Projects Debt Service	111,309.74	-	31,839.72	-	-	143,149.46
Escrow		1,016,643.73	-	-	-	-	1,016,643.73
Total CWWSS (funds 300-381 + escrow)		6,422,785.65	508,763.67	531,865.02	396,439.29	487,022.00	6,579,953.05
304	Capital Improvement Trust	1,186,961.42	87,333.26	-	4,895.03	58,287.46	1,211,112.19

# City of Moberly Cash Balance Report - November 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	71,174.12	78,699.19	20,833.33	37,176.43	-	133,530.21
406	Inmate Security Fund	13,575.06	32.88	-	-	-	13,607.94
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	230,482.79	595,875.22	-	303,062.58	-	523,295.43
601	Street Improvement	550,904.22	34,075.77	-	289,039.06	-	295,940.93
900	MODAG Grant/Loan	21,788.70	1.42	-	-	-	21,790.12
901	Misc. Project Residuals	150,039.45	9.75	-	-	-	150,049.20
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	ICSC/Buxton Scholarship	11,624.89	0.76	-	-	-	11,625.65
908	Railcar Preservation Fund	587.34	0.04	-	-	-	587.38
909	Lucille Manor CDBG Reimbursement	215,067.11	1,916.08	-	-	-	216,983.19
911	Downtown CID Sales Tax	40,566.96	3,186.16	-	357.00	-	43,396.12
912	Downtown CID Property Tax	214,144.50	3,884.44	-	875.00	879.40	216,274.54
914	Downtown NID Cost of Issuance	46,000.00	-	-	-	-	46,000.00
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	14,323.84	-	14,323.84	-	-	28,647.68
995	Health Trust	361,082.82	139,821.53		140,990.93	-	359,913.42
995	Investments	-	-	-	-	-	-
Total Health Trust		361,082.82	139,821.53	-	140,990.93	-	359,913.42
Total Cash		15,181,987.60	2,242,881.52	658,392.84	2,096,504.55	658,392.84	15,328,364.57
Less Escrow Accounts		(1,016,643.73)					(1,016,643.73)
Less Investments		-					-
<b>Net Cash per Bank Cash Report</b>		<b>14,165,343.87</b>	<b>2,242,881.52</b>	<b>658,392.84</b>	<b>2,096,504.55</b>	<b>658,392.84</b>	<b>14,311,720.84</b>

# City of Moberly Budget Comparison Report - November 2020

#13.

		Percentage of Year Completed								41.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	441,360.26	2,983,118.64	7,971,000.94	37.42%	586,361.77	3,461,721.68	7,971,000.94	43.43%	
102	Non-Resident Lodging Tax	8,827.85	43,576.90	93,800.00	46.46%	7,083.84	37,995.57	93,800.00	40.51%	
105	Payroll	35.96	170.99	0.00	0.00%	17,884.81	4,153.99	0.00	0.00%	
110	Solid Waste	91,268.70	453,770.74	1,075,500.00	42.19%	82,415.93	426,283.42	1,053,050.25	40.48%	
114	Heritage Hills Golf Course	1,386.72	170,320.08	245,000.00	69.52%	1,386.72	170,320.08	245,000.00	69.52%	
115	Parks and Recreation	109,171.81	648,419.02	1,849,358.68	35.06%	109,171.81	648,419.02	1,849,358.68	35.06%	
116	Park Sales Tax	98,961.75	597,205.29	1,235,750.00	48.33%	91,370.65	637,270.09	1,232,058.68	51.72%	
120	Airport	128,763.16	353,076.25	6,718,363.61	5.26%	140,856.42	272,781.52	6,718,363.61	4.06%	
125	Perpetual Care Cemetery Sales	575.00	11,000.00	20,000.00	55.00%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	31.94	154.59	24,750.00	0.62%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	252.69	1,662.94	3,450.00	48.20%	0.00	98.50	2,500.00	3.94%	
300	Utilities Collection	508,432.82	2,644,644.22	5,901,662.80	44.81%	505,558.80	2,642,779.09	5,901,662.80	44.78%	
301	Utilities Operation and Maintenance	228,367.69	1,388,969.63	4,314,196.79	32.20%	228,367.69	1,388,969.63	4,314,196.79	32.20%	
302	Utilities Replacement	4,125.00	20,625.00	49,000.00	42.09%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	142,819.81	596,376.89	269,817.91	221.03%	16,521.06	160,409.90	174,206.14	92.08%	
304	Capital Improvement Trust	87,333.26	544,602.04	1,140,750.00	47.74%	63,182.49	447,581.32	1,942,141.24	23.05%	
307	Sugar Creek Lake Fund	3.79	1,110.84	1,400.00	79.35%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,221.20	216,093.85	528,800.60	40.86%	37,900.15	189,765.30	471,818.75	40.22%	
378	2006A SRF Bonds Debt Service	36,965.38	184,808.89	457,353.72	40.41%	27,495.96	148,999.02	403,412.50	36.93%	
379	2004C Bond Debt Service	29,715.51	148,574.74	357,070.00	41.61%	26,187.97	131,210.41	325,200.00	40.35%	
380	2008A Bonds Debt Service	15,137.77	75,683.68	182,146.24	41.55%	38,349.64	76,890.18	165,769.30	46.38%	
381	ESP Projects Debt Service	31,839.72	177,851.25	0.00	0.00%	0.00	31,044.98	0.00	0.00%	
400	911 Emergency Telephone	99,532.52	329,069.48	582,050.00	56.54%	37,176.43	215,883.17	566,908.93	38.08%	
406	Inmate Security Fund	32.88	252.76	1,300.00	19.44%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	595,875.22	1,457,781.80	2,462,350.00	59.20%	303,062.58	2,467,973.83	2,969,600.00	83.11%	
601	Street Improvement	34,075.77	167,923.92	390,000.00	43.06%	289,039.06	506,746.89	605,850.00	83.64%	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
904	Hometown Strong Fund	0.00	290,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	

# City of Moberly Budget Comparison Report - November 2020

#13.

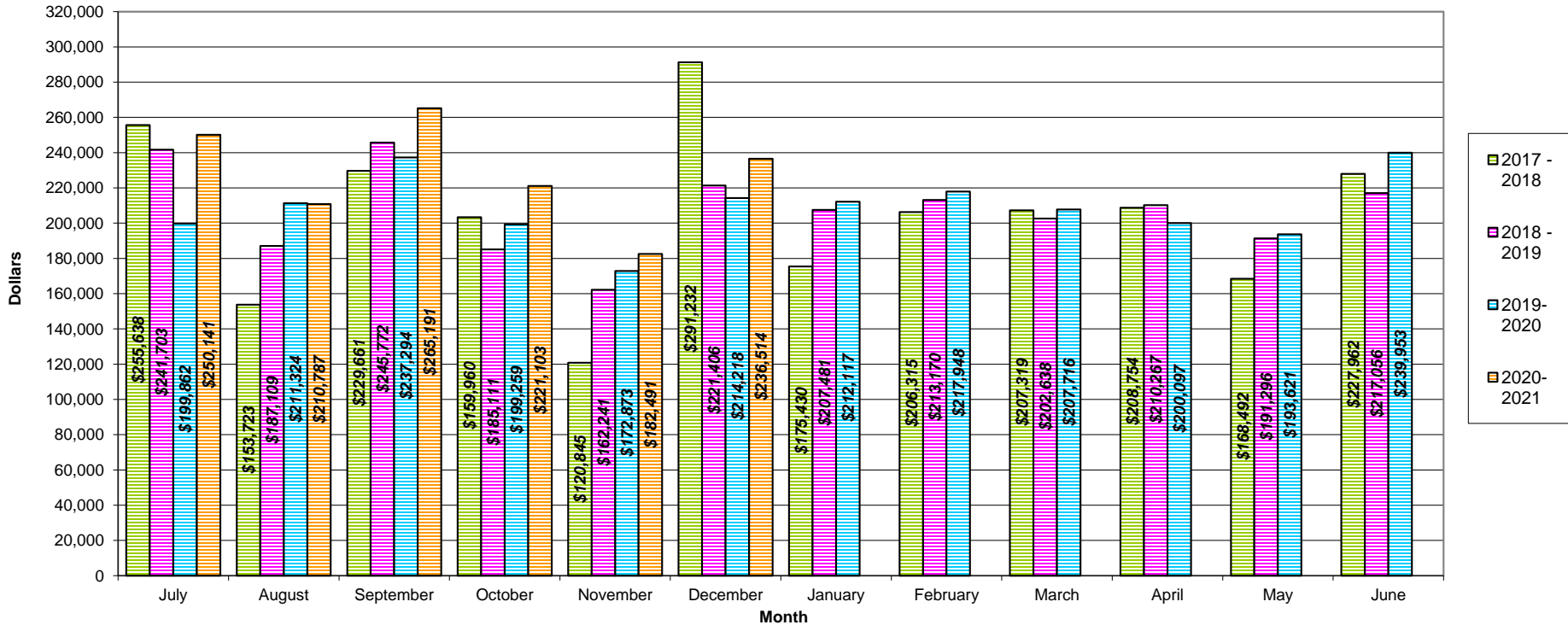
		Percentage of Year Completed								41.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
905	ICSC/Buxton Scholarship	0.76	5,003.08	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.04	0.19	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,916.08	9,577.46	24,825.20	38.58%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	3,186.16	21,928.20	56,500.00	38.81%	357.00	6,718.80	56,000.00	12.00%	
912	Downtown CID Property Tax	3,884.44	25,107.54	271,000.00	9.26%	1,754.40	23,208.30	269,500.00	8.61%	
914	Downtown NID Cost of Issuance	0.00	46,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	137,005.59	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	1,516,994.41	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	14,323.84	28,647.68	0.00	0.00%	0.00	0.00	0.00	0.00%	
995	Health Trust	139,821.53	690,445.52	0.00	0.00%	140,990.93	691,344.69	0.00	0.00%	
<b>TOTALS</b>		<b>2,901,247.03</b>	<b>15,987,554.10</b>	<b>36,227,196.49</b>	<b>44.13%</b>	<b>2,752,476.11</b>	<b>14,788,569.38</b>	<b>37,356,148.61</b>	<b>39.59%</b>	

**City of Moberly**  
**One Percent (1%) General Fund Sales Tax Analysis**

#13.

	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%	18.31%	\$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%	15.43%	\$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%	19.41%	\$265,191	11.76%	11.97%
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%	16.18%	\$221,103	10.96%	11.73%
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%	13.36%	\$182,491	5.56%	10.69%
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%	17.31%	\$236,514	10.41%	10.64%
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%			
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%			
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%			
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%			
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%			
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$2,448,705</b>			<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$2,506,282</b>			<b>100.00%</b>	<b>\$1,366,226</b>		

**Annual Comparison by Month**

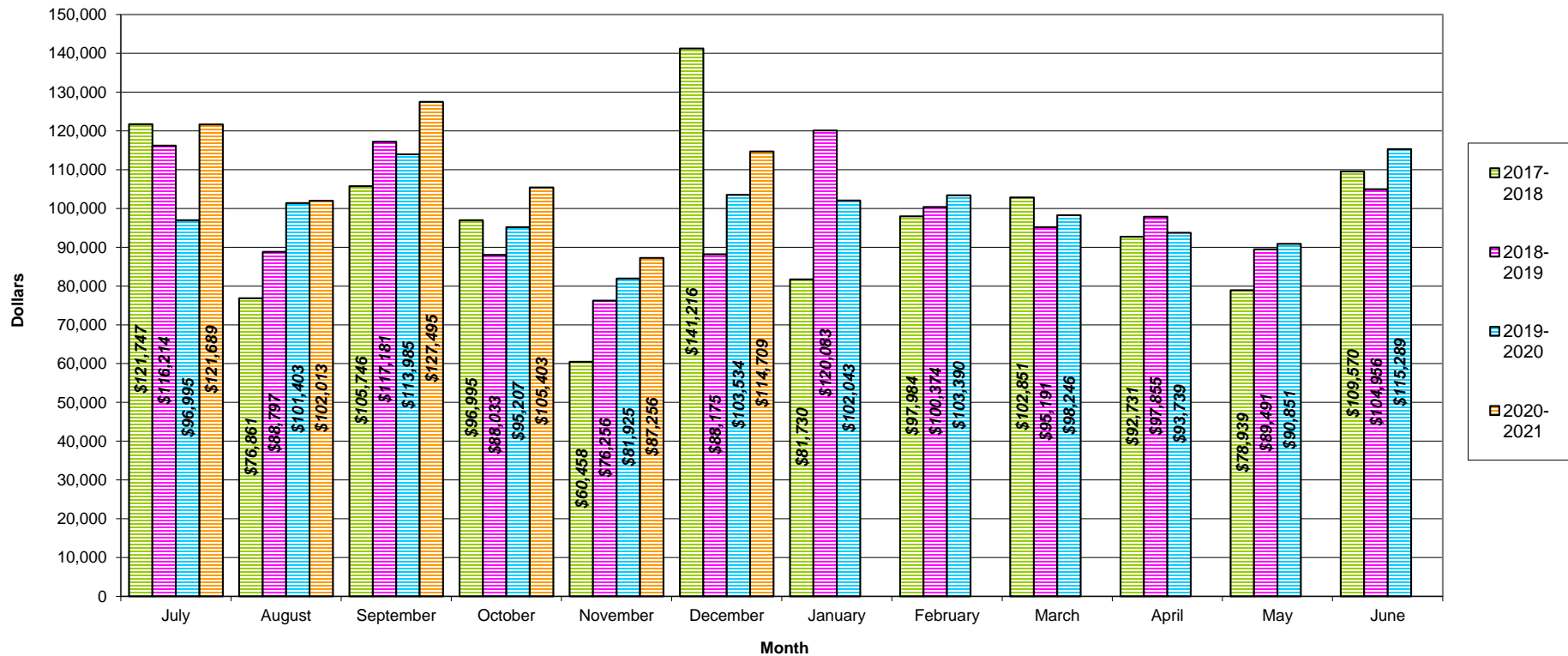


**City of Moberly**  
**One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#13.

	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%	18.48%	\$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%	15.49%	\$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%	19.36%	\$127,495	11.85%	12.42%
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%	16.00%	\$105,403	10.71%	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%	13.25%	\$87,256	6.51%	11.10%
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%	17.42%	\$114,709	10.79%	11.05%
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$1,196,607</b>			<b>100.00%</b>	<b>\$658,565</b>		

**Annual Comparison by Month**

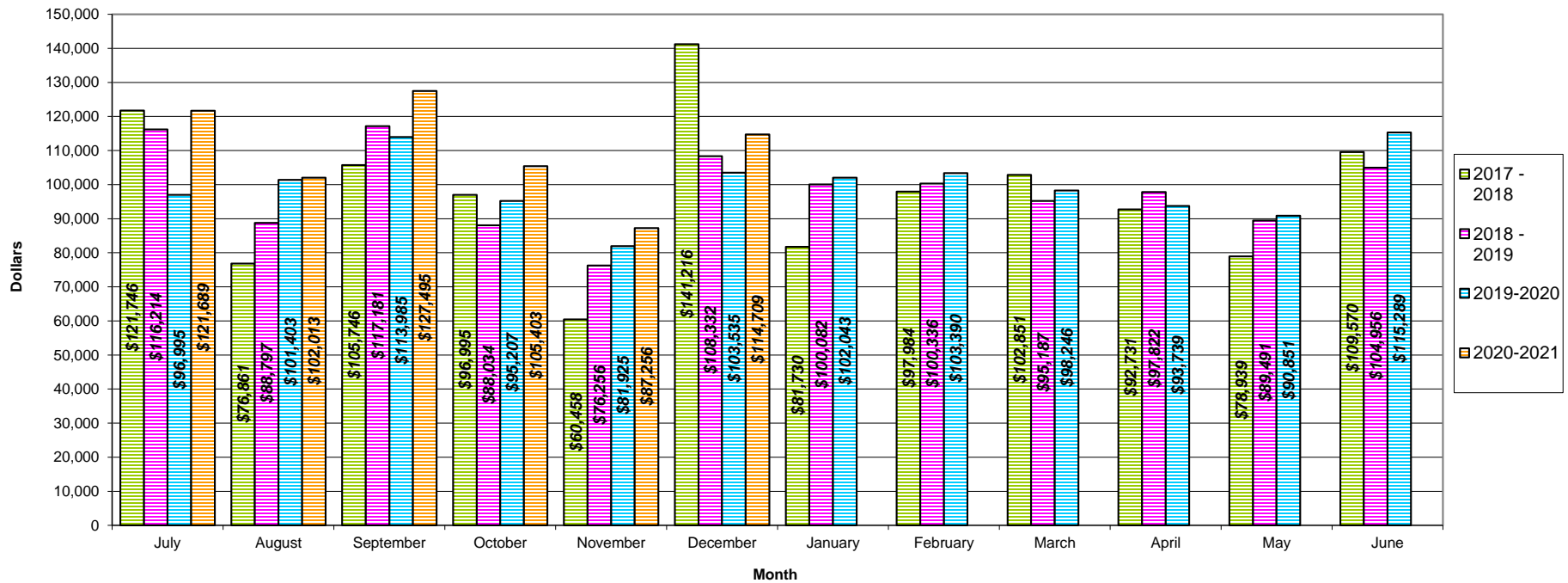


**City of Moberly**  
**One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#13.

	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%	18.48%	\$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%	15.49%	\$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%	19.36%	\$127,495	11.85%	12.42%
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%	16.00%	\$105,403	10.71%	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%	13.25%	\$87,256	6.51%	11.10%
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%	17.42%	\$114,709	10.79%	11.05%
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$1,196,609</b>			<b>100.00%</b>	<b>\$658,565</b>		

**Annual Comparison by Month**

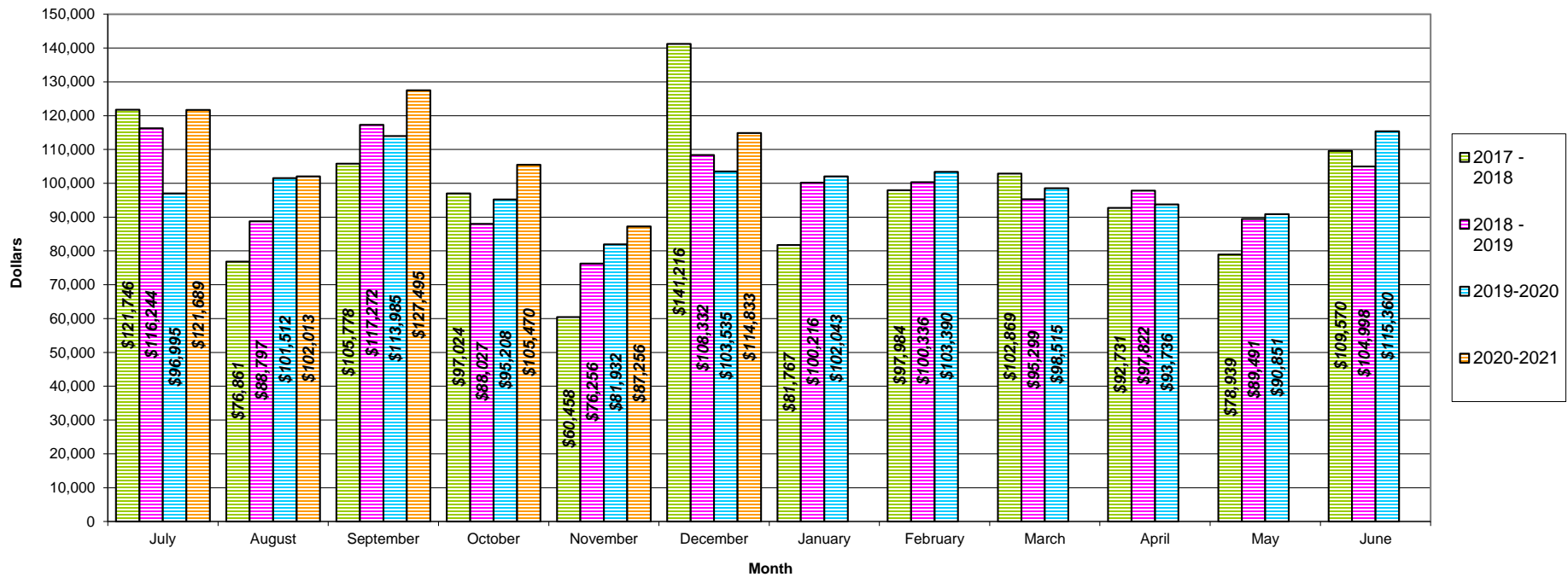


**City of Moberly**  
**One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#13.

	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%	18.47%	\$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%	15.49%	\$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%	19.35%	\$127,495	11.85%	12.39%
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%	16.01%	\$105,470	10.78%	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%	13.25%	\$87,256	6.50%	11.09%
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%	17.43%	\$114,833	10.91%	11.06%
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,166,944</b>			<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$1,197,062</b>			<b>100.00%</b>	<b>\$658,756</b>		

**Annual Comparison by Month**

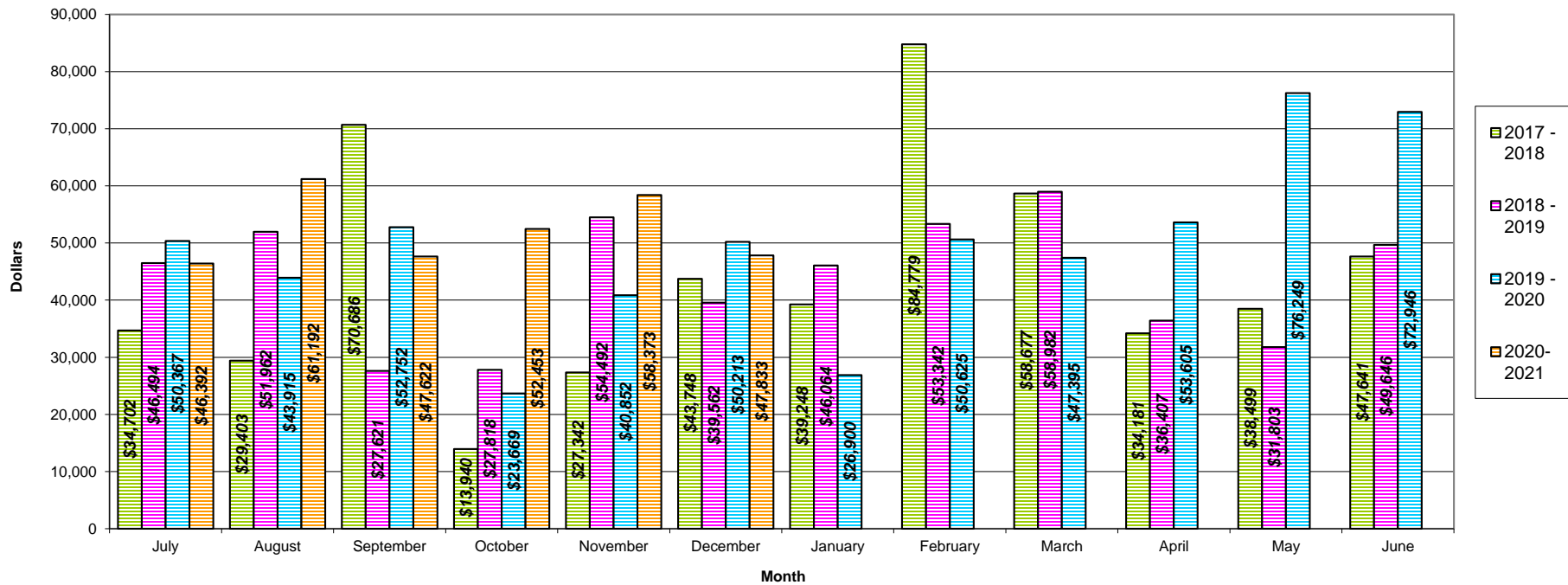


**City of Moberly**  
**Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#13.

	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%	14.78%	\$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%	19.50%	\$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%	15.17%	\$47,622	-9.73%	5.56%
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%	16.71%	\$52,453	121.61%	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%	18.60%	\$58,373	42.89%	25.75%
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%	15.24%	\$47,833	-4.74%	19.90%
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$522,845</b>			<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$589,488</b>			<b>100.00%</b>	<b>\$313,865</b>		

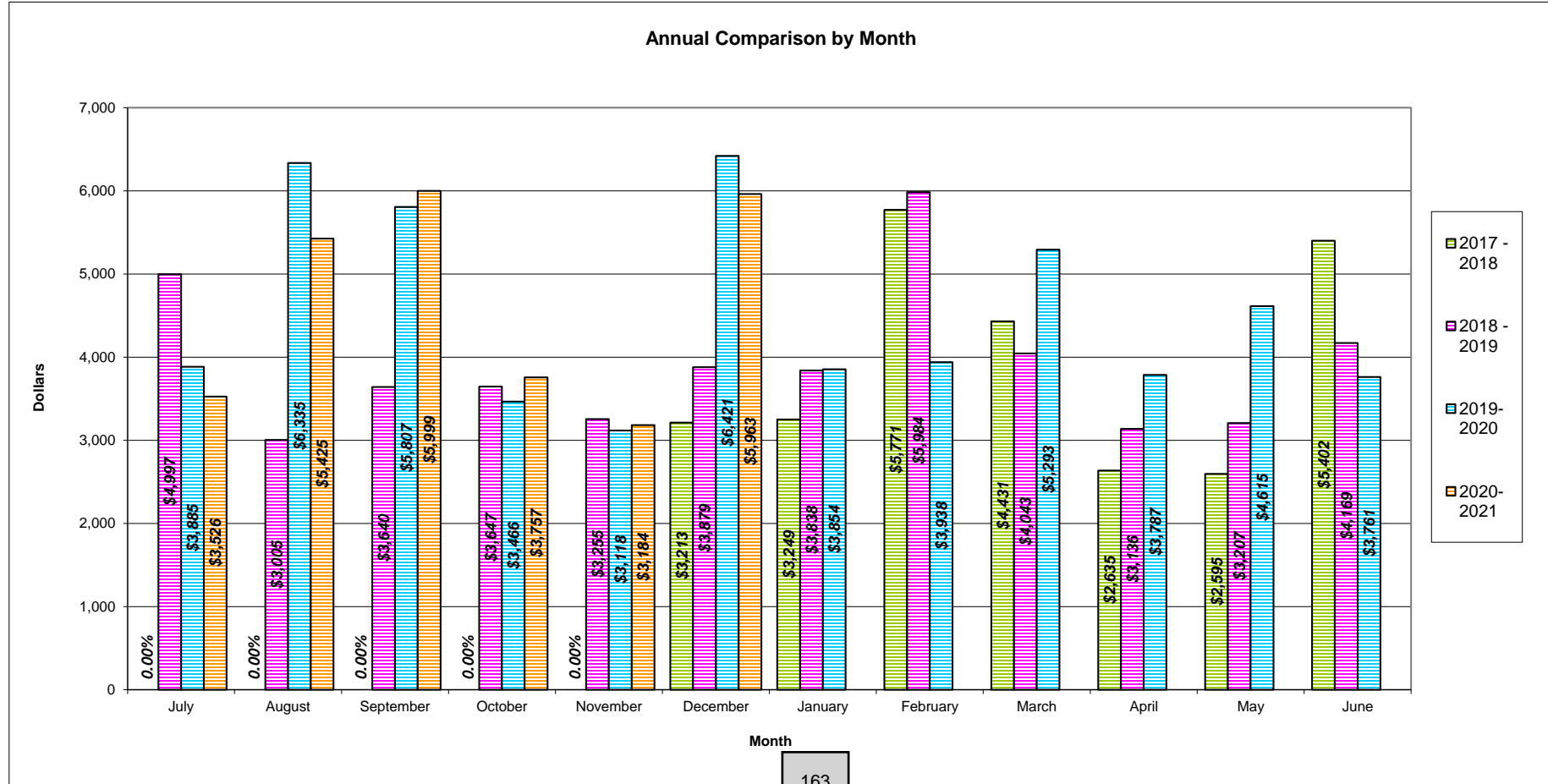
**Annual Comparison by Month**



**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#13.

	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	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	12.66%	\$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%	19.48%	\$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%	21.54%	\$5,999	3.32%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	13.49%	\$3,757	8.39%	-4.03%
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	11.43%	\$3,184	2.09%	-3.19%
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	21.41%	\$5,963	-7.14%	-4.06%
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%			
<b>Total</b>	<b>100.00%</b>	<b>\$27,296</b>			<b>100.00%</b>	<b>\$46,801</b>			<b>100.00%</b>	<b>\$54,280</b>			<b>100.00%</b>	<b>\$27,853</b>		



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement**  
**November 2020**

<u>Income</u>	<u>July-November 2020</u>	<u>July-November 2019</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	3,060.00	4,802.52	(1,742.52)	-36.28%
4901 Interest Income	139.68	11,980.81	(11,841.13)	-98.83%
4950 Employer Contributions	578,865.11	484,503.39	94,361.72	19.48%
4951 Employee Contributions	85,465.44	76,118.61	9,346.83	12.28%
4952 Employee Cobra Payments	4,369.29	2,202.65	2,166.64	98.37%
4953 Reinsurance Refunds	18,546.00	77,279.16	(58,733.16)	-76.00%
4954 Employee Buy-up Premiums	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Income	690,445.52	656,887.14	33,558.38	5.11%
 <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	352,440.74	674,404.53	(321,963.79)	-47.74%
5851 Pharmaceuticals	141,092.57	147,697.81	(6,605.24)	-4.47%
5852 Reinsurance Premiums	143,564.66	128,542.03	15,022.63	11.69%
5853 Life Insurance Premiums	10,341.84	13,883.01	(3,541.17)	-25.51%
5854 Medical Claims Admin Fees	8,564.92	8,005.42	559.50	6.99%
5855 Dental Claims Admin Fees	2,193.75	2,275.00	(81.25)	-3.57%
5857 Dental Claims Paid	<u>32,884.82</u>	<u>33,009.25</u>	<u>(124.43)</u>	<u>-0.38%</u>
Total Expenditures	<u>691,344.69</u>	<u>1,008,103.93</u>	<u>(316,759.24)</u>	<u>-31.42%</u>
 <b>Net Income (Loss)</b>	 <b><u>(899.17)</u></b>	 <b><u>(351,216.79)</u></b>	 <b><u>350,317.62</u></b>	 <b><u>-99.74%</u></b>

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet**  
**November 30, 2020**

<u>ASSETS</u>	<u>Nov. 30, 2020</u>	<u>Nov. 30, 2019</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>359,913.42</u>	<u>161,006.25</u>	<u>198,907.17</u>	<u>123.54%</u>
Total Current Assets	<u>359,913.42</u>	<u>161,006.25</u>	<u>198,907.17</u>	<u>123.54%</u>
Other Assets				
1300 Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>TOTAL ASSETS</b>	<b><u>359,913.42</u></b>	<b><u>161,006.25</u></b>	<b><u>198,907.17</u></b>	<b><u>123.54%</u></b>
<u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	360,812.59	512,223.04	(151,410.45)	-29.56%
Net Income (Loss)	<u>(899.17)</u>	<u>(351,216.79)</u>	<u>350,317.62</u>	<u>-99.74%</u>
Total Equity	<u>359,913.42</u>	<u>161,006.25</u>	<u>198,907.17</u>	<u>123.54%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>359,913.42</u></b>	<b><u>161,006.25</u></b>	<b><u>198,907.17</u></b>	<b><u>123.54%</u></b>



**City of**

**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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

**Division of Criminal Investigation  
Monthly Report  
November 2020**

1. Sodomy 1<sup>st</sup>: Suspect; TP, W/M, 18 yoa, Victim; MP, W/F, 16 yoa, Disposition: Reports sent to RCJO
2. Sodomy 1<sup>st</sup>: Suspect; TP, W/M, 18 yoa, Victim; KB, W/F, 14 yoa, Disposition: Reports sent to RCJO
3. Rape 1<sup>st</sup>: Suspect; TP, W/M, 18 yoa, Victim; MP, W/F, 16 yoa, Disposition: Reports sent to RCJO
4. Rape 1<sup>st</sup>: Suspect; TP, W/M, 18 yoa, Victim; KB, W/F, 14 yoa, Disposition: Reports sent to RCJO
5. Incest: Suspect; TP, W/M, 18 yoa, Victim; MP, W/F, 16 yoa, Disposition: Reports sent to RCJO
6. Incest: Suspect; TP, W/M, 18 yoa, Victim; KB, W/F, 14 yoa, Disposition: Reports sent to RCJO
7. Child Molestation 3<sup>rd</sup>: Suspect; JC, W/M, 19 yoa, Victim; KG, B/F, 11 yoa, Disposition: Unfounded
8. DWS 1<sup>st</sup>: Suspect: SS, B/M, 40 yoa, Victim: State of Missouri, Disposition: Reports sent to MPA
9. Possession of Marijuana Under 10 Grams: Suspect: CV, W/M, 16 yoa, Victim: State of Missouri, Disposition: Reports sent to RCJO
10. DWS 1<sup>st</sup>: Suspect: AW, B/M, 45 yoa, Victim: State of Missouri, Disposition: Reports sent to MPA
11. Distribution of a Controlled Substance in Protected Area (Warrant Arrest): Suspect: BN, B/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to PA
12. Driving W/O a License (Warrant Arrest): Suspect: BN, B/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to PA
13. Violation of an Order of Protection: Suspect: BN, B/M, 31 yoa, Victim: PS, W/F, 29 yoa, Disposition: Reports sent to RCPA.
14. Tampering w/ Motor Vehicle: Suspect: JW, W/M, 50 yoa; Victim: Heights Finance. Victim refused to cooperate.

15. Burglary 1<sup>st</sup> Deg: Suspect: DS, W/M, 25 yoa; Victim: MK, W/M, 23 yoa. Reports sent to RCPA.
16. Assault 1<sup>st</sup> Deg: Suspect: DS, W/M, 25 yoa; Victim: 23 yoa. Reports sent to RCPA.

<b>Cases Cleared.....</b>	<b>16</b>
<b>Interviews.....</b>	<b>69</b>
<b>Interrogations.....</b>	<b>3</b>
<b>Reports Written.....</b>	<b>55</b>

### Special Assignments

#### Monthly Report

Checked residences for fugitive in armed robbery case  
 Took new hire to LEONs for gear and uniforms  
 Trained new hire on Axon Body Camera systems  
 Spoke with Children's Division workers in reference to hotline  
 Interviewed suspect in rape/sodomy 1<sup>st</sup> and incest investigation.  
 Typed reports  
 Interviewed caretaker of foster children  
 Watched interviews  
 Contacted LE Coordinator at US Attorney's Office on firearms case  
 SWAT training  
 MDT meeting in reference to child neglect case  
 Attempted contact with suspect in child molestation case  
 Assisted with vehicle search warrant for burglary case  
 Attended HSA virtual meeting  
 Attended State Court  
 Conducted targeted enforcement on residences known for drug activity  
 Attempted to locate vehicle which eluded traffic stop  
 Typed reports  
 Traffic stop with summons for DWS  
 Conducted surveillance and traffic stops drug activity  
 Interviewed suspect in child molestation case  
 Interviewed victim  
 Interviewed suspect in alleged rape/sodomy case  
 Collected SAFE from University Hospital  
 Collected flash drive from Boone County Cyber Crimes to analyze in child enticement/child pornography case  
 Assisted NOMO with drug investigation  
 Initiated field contact with suspicious activity in area of high crime  
 Conducted traffic stop on possible stolen vehicle



## City of

### Police Department

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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

Conducted traffic stop on possible robbery fugitive  
Interviewed subject arrest for drug offense for criminal intelligence  
Completed Paycom for detective unit.  
Approved numerous reports for Detective Unit.  
Spoke with Attorney General's Office in reference to testing of Sexual Assault Examination Kits.  
Completed documents from AG's Office for testing of Sexual Assault Examination Kits.  
Received medical records from Children's Division in reference to Child Abuse investigation.  
Spoke with suspect in Tampering w/ Motor Vehicle investigation.  
Located reported stolen motor vehicle.  
Assisted Patrol Division with medical assist call.  
Contacted by RCJO in reference to Rape investigation involving a juvenile.  
Attended Pursuit Review Board.  
Assisted with Child Molestation investigation.  
Contacted by Washington MO PD in reference to a Burglary investigation.  
Assisted with Rape investigation.  
Attended webinar on new insurance plans.  
Sent referral to Rainbow House to schedule forensic interview for Child Molestation investigation.  
Spoke with Hallsville MO PD in reference to a Burglary/ Fraud Investigation.  
Called out to assist with Burglary/ Assault investigation.  
Conducted Interviews/ Interrogations in reference to Burglary/ Assault investigation.  
Called out to assist with Rape investigation.  
Conducted Interrogation in reference to Rape investigation.  
Attended forensic interview for Child Molestation investigation in Columbia.

### Recovered Property

2004 Ford F-250, Green, VIN: 1FTNW21P54ED90954, Est Value: \$3,500.

Respectfully Submitted,

Tracey Hayes  
Commander

12/02/20  
08:22Moberly Police Department  
Total CAD Calls Received, by Nature of CallPage: 343  
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	9	1.07
Accident/Motor Vehicle	30	3.55
Alarm Call	19	2.25
Animal Bite	2	0.24
Animal Complaint	17	2.01
Assault	6	0.71
Assist Other Agency	34	4.03
Assist Public/Employee	69	8.18
Building Check	179	21.21
Burglary	4	0.47
Damage Property	11	1.30
Death Investigation	1	0.12
Document Delivery/Pickup	1	0.12
Domestic Abuse	6	0.71
E911 Check	3	0.36
Extra Watch	3	0.36
Field Contact	6	0.71
Fire Alarm Call	1	0.12
Fire Call	3	0.36
Found Property/Contraband	4	0.47
Fraud	10	1.18
Funeral Escort	2	0.24
Harassment	8	0.95
Health Safety	3	0.36
Intoxicated Person	1	0.12
Keeping the Peace	5	0.59
Motor Vehicle Theft	4	0.47
Parking Violation	8	0.95
Peace Disturbance	57	6.75
Rape	1	0.12
Runaway Juv	3	0.36
Security Escort	2	0.24
Shots Fired	1	0.12
Special Assignment	8	0.95
Stealing	28	3.32
Suicide/Suicide Attempt	6	0.71
Suspicious Activity	51	6.04
Suspicious Person	10	1.18
Suspicious Vehicle	22	2.61
Traffic Complaint	142	16.82
Trespass/Refusing to Leave	13	1.54
Warrant Arrest	11	1.30
Try to Contact/Well-Being	40	4.74
Total Calls:		844

## Report Includes:

All dates between `00:00:01 11/01/20` and `23:59:59 11/30/20`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies matching `1`

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_aspilman\r

December 5, 2020

Chief Troy Link  
Chief of Police  
City of Moberly  
300 N. Clark Street  
Moberly, MO 65270

Dear Chief Link:

This letter summarizes my visit on December 3<sup>rd</sup> and 4<sup>th</sup>, 2020. The reason for my visit was to conduct firearms training with your officers.

Initial contact was made at the police station where we proceeded to set up the MILO Training Simulator. During the course of two days, 23 officers participated in the firearms training. The training session began with officers having an opportunity to do some target practice to become familiar with the action of the weapon. They were presented with several scenarios that dealt with an active school shooting, work related domestic violence, noise complaint at a hotel, a suspicion call, and a traffic stop. All scenarios were played back to identify where the officer excelled, discuss the use of force that was applied, command presence, and the importance of strong verbal commands. The officer's performance was critiqued and instructions given by Mr. Adam Swan, Trainer Officer, so an appropriate response is consistent when handling similar future calls. A copy of the sign in sheet was provided.

During the training I discussed with each officer the following:

- Making sure the officer is wearing their bullet proof vest.
- Completing semi-annual weapons qualifications.
- Taking their monthly on-line training lesson.
- Making sure prisoners are properly searched and that they are secured in the patrol vehicle.
- Ensuring officers' wearable and dash mounted cameras are properly functioning and are required to be used while working. The department should make sure to have a policy that requires officers to use their cameras during emergency situations, including pursuits, emergency driving, and excessive force situations.

I was also able to discuss with you during lunch, the importance of conducting thorough background investigations on new hires, and the department's COVID-19 safety precautions.

A hazard survey of the police station was conducted. It appeared to be properly maintained, clean, exits were not blocked, and exit lights were properly functioning. The building is listed on the city's property schedule.

If you have any questions about this letter, please call me.

Sincerely,

A handwritten signature in black ink, appearing to be 'JA' with a stylized flourish.

Jeff Arp, ARM-P  
Loss Control Specialist

# Moberly Fire Department November Monthly Report 2020

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## *City of Moberly Fire Department*

***Emergency Dial 911***

***Station #1 660-269-8705 EXT 2032  
65270-1520***

***Fax# 660-263-0596***

***Chief***

***E-mail jwasham@moberlyfd.com***

***Station #2 660-263-4121***

***310 N. Clark  
Moberly, MO***

***Interim Fire***

***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 69 incidents, our incidents are staying steady on incident numbers for the last few months but, still down from last year at this time, we are at 69 incidents for November.
- We had the Covid-19 go through the department during the month of November. We have all the employees back from Covid-19. Our positive cases came from employees who were infected outside of the department, but one of these individuals infected two others within the department. This shows our employees are disinfecting and taking the precautions at EMS incidents.
- CFO inspections and gas appliance inspections are also staying steady.
- 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.
- Physical Agility Testing for applicants was postponed due to Covid-19 concerns.
- Emergency Management: Attended several conference calls dealing with the COVID.
- Engine #305 repairs were made and under the quoted price by \$217.56.
- Purchased two UV light systems to disinfect the stations and medical equipment.

### Notice for December 2020

- Planning a Firefighter I&II course for new hires, start date should be December.
- Physical Agility Test for possible new hires.
- Gathering information and pricing for remodeling the exterior of Station #2



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 Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
300 Pickup	16
2007 Chevy	
302 Saber	42
304 Contender	3
305 Contender	16
306 Reg. Cab P/U	4
313 Command Vehicle	1
Total Number of Incidents: 69	

**Report Filter Settings**

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '11/1/2020 12:00:00 AM' and '11/30/2020 11:59:59 PM'

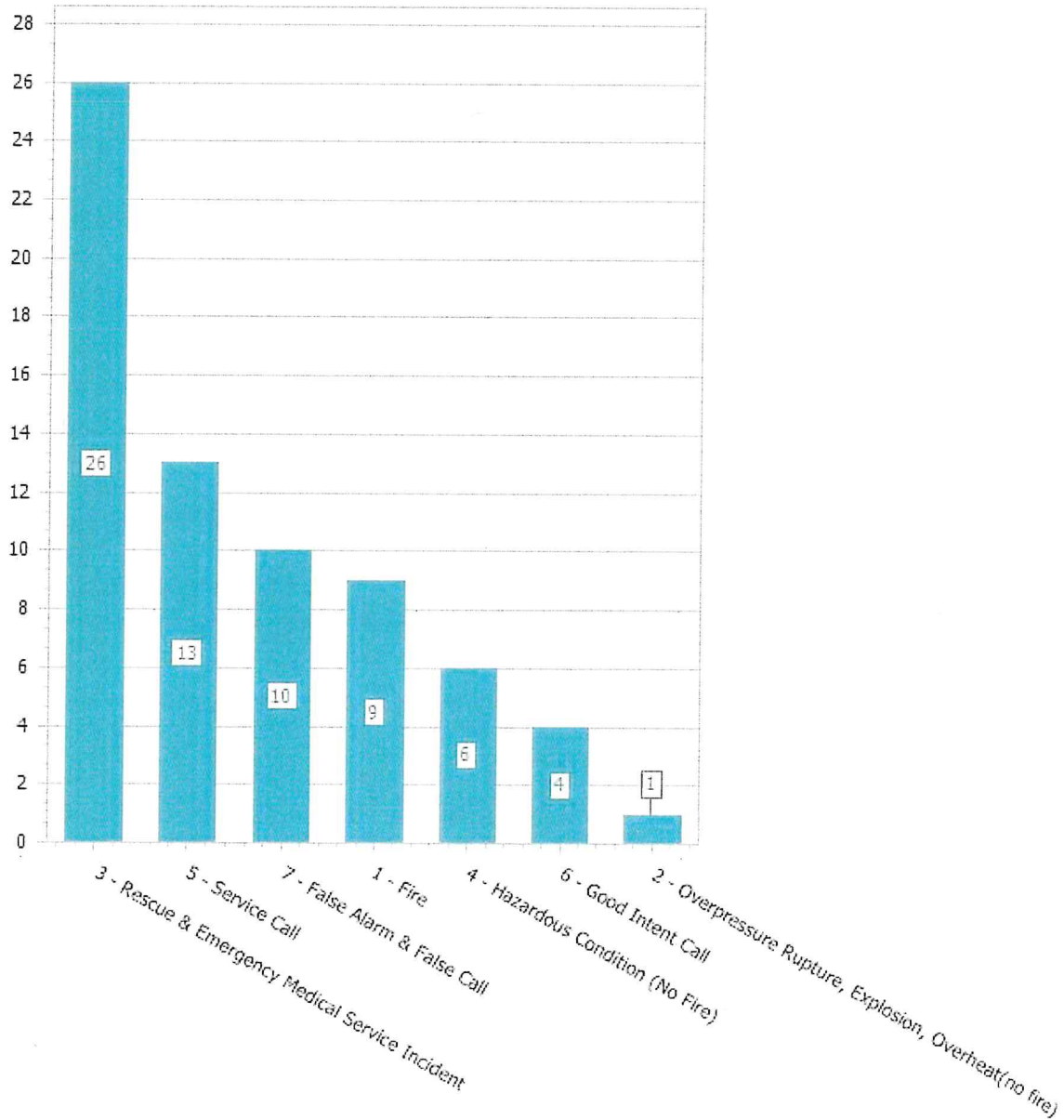


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Incident Type Series, Detailed



**Incident Type:** 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2000669	0	11/3/2020 10:35:02 AM	416 E McKinsey, Moberly, MO 65270
2000679	0	11/5/2020 6:38:23 PM	428 WOODLAND, Moberly, MO 65270
2000686	0	11/7/2020 4:58:00 AM	500 W Coates ST, Moberly, MO 65270
2000694	0	11/10/2020 11:10:17 AM	1502 MORLEY, Moberly, MO 65270
2000697	0	11/10/2020 9:17:34 PM	HIGHWAY 24 HWY W & W Highway 24, Moberly, MO
2000707	0	11/18/2020 6:26:55 PM	hwy 24 / emerson, Moberly, MO 65270
2000708	0	11/19/2020 12:52:08 PM	900 BLK CONCANNON, Moberly, MO 65270
2000710	0	11/19/2020 5:29:32 PM	bedford / fisk, Moberly, MO 65270
2000716	0	11/21/2020 5:36:04 PM	E us 24 HWY & Rothwell Park RD, Moberly, MO

**Total Incidents: 9****Incident Type:** 2 - Overpressure Rupture, Explosion, Overheat(no fire)

Incident #	Exp #	Alarm Date/Time	Address
2000706	0	11/18/2020 6:08:38 PM	410 GARFIELD, Moberly, MO 65270

**Total Incidents: 1****Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2000668	0	11/2/2020 10:08:00 PM	701 N Ault ST, Moberly, MO 65270
2000678	0	11/4/2020 5:58:30 PM	1512 S MORLEY ST, Moberly, MO 65270
2000681	0	11/5/2020 10:48:20 PM	1323 MYRA, Moberly, MO 65270
2000687	0	11/7/2020 12:29:42 PM	530 BERTLEY ST, Moberly, MO 65270
2000688	0	11/8/2020 3:39:57 PM	1831 RAVENWOOD, Moberly, MO 65270

2000689	0	11/8/2020 4:03:41 PM	1347 MORLEY, Moberly, MO 65270
2000691	0	11/9/2020 12:18:08 PM	1204 S MORLEY ST #24, Moberly, MO 65270
2000692	0	11/9/2020 7:59:40 PM	1403 HENRY ST, Moberly, MO 65270
2000693	0	11/10/2020 9:48:00 AM	500 W Coates ST W, Moberly, MO 65270
2000696	0	11/10/2020 4:23:34 PM	305 S CLARK ST S, Moberly, MO 65270
2000699	0	11/11/2020 6:01:43 AM	1510 HIGHWAY JJ, Moberly, MO 65270
2000702	0	11/13/2020 2:40:21 PM	407 LONGVIEW, Moberly, MO 65270
2000714	0	11/20/2020 9:17:08 AM	400 ROLLINS, Moberly, MO 65270
2000715	0	11/21/2020 1:03:46 PM	S Morley ST & Halleck ST, Moberly, MO
2000720	0	11/23/2020 6:04:23 PM	W Highway 24 & Highway DD, Moberly, MO
2000721	0	11/24/2020 2:25:04 PM	800 SINNOCK, Moberly, MO 65270
2000723	0	11/24/2020 7:40:07 PM	906 MYRA ST, Moberly, MO 65270
2000724	0	11/24/2020 10:03:43 PM	620 HOLMAN RD, Moberly, MO 65270
2000725	0	11/26/2020 3:46:07 PM	558 FULTON, Moberly, MO 65270
2000727	0	11/26/2020 6:34:30 PM	211 COCKRELL, Moberly, MO 65270
2000730	0	11/28/2020 6:13:48 AM	800 SINNOCK, Moberly, MO 65270
2000731	0	11/28/2020 9:04:08 AM	310 COLLEGE AVE, Moberly, MO 65270
2000732	0	11/29/2020 12:09:53 AM	1312 SCOTT ST, Moberly, MO 65270
2000733	0	11/29/2020 4:35:04 AM	724 HOMESTEAD DR, Moberly, MO 65270
2000734	0	11/29/2020 12:42:44 PM	205 FARROR #203, Moberly, MO 65270
2000735	0	11/30/2020 3:35:54 AM	804 MYRA, Moberly, MO 65270

**Total Incidents: 26**

**Incident Type:** 4 - Hazardous Condition (No Fire)

**Incident #   Exp #   Alarm Date/Time   Address**

2000667	0	11/2/2020 9:00:18 AM	911 WILLIAMS, Moberly, MO 65270
2000676	0	11/4/2020 10:16:42 AM	1120 GLENWOOD ST, Moberly, MO 65270
2000695	0	11/10/2020 2:26:19 PM	1400 N Morley ST N, Moberly, MO 65270
2000704	0	11/17/2020 10:40:00 PM	317 West End AVE, Moberly, MO 65270
2000713	0	11/19/2020 10:05:47 PM	1751 URBANDALE, Moberly, MO 65270
2000717	0	11/23/2020 6:28:00 AM	104 Wendell LN, Moberly, MO 65270

**Total Incidents:          6****Incident Type:**   5 - Service Call**Incident #   Exp #   Alarm Date/Time   Address**

2000670	0	11/3/2020 10:40:00 AM	523 W Reed ST W, Moberly, MO 65270
2000671	0	11/3/2020 11:00:00 AM	408 W Reed ST, Moberly, MO 65270
2000672	0	11/3/2020 12:30:00 PM	307 S 5th ST, Moberly, MO 65270
2000677	0	11/4/2020 3:17:51 PM	1014 Concannon ST, Moberly, MO 65270
2000682	0	11/6/2020 8:07:58 AM	711 TERRILL RD, Moberly, MO 65270
2000684	0	11/6/2020 4:30:00 PM	301 S Morley ST, Moberly, MO 65270
2000690	0	11/9/2020 10:00:00 AM	669 N Morley ST, Moberly, MO 65270
2000703	0	11/16/2020 11:13:47 AM	601 TAYLOR, Moberly, MO 65270
2000711	0	11/19/2020 6:30:00 AM	436 Longview ST W, Moberly, MO 65270
2000718	0	11/23/2020 10:41:00 AM	1379 Lantern Point, Moberly, MO 65270
2000719	0	11/23/2020 1:20:00 PM	523 W. Reed, Moberly, MO 65270
2000722	0	11/24/2020 2:30:00 PM	615 S Morley ST, Moberly, MO 65270
2000726	0	11/26/2020 7:23:05 PM	534 N Moulton ST, Moberly, MO 65270

**Total Incidents: 13****Incident Type:** 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2000680	0	11/5/2020 7:39:30 PM	400 Farror, Moberly, MO 65270
2000685	0	11/6/2020 6:23:07 PM	547 JOHNSON ST, Moberly, MO 65270
2000698	0	11/10/2020 10:19:23 PM	108 BRINKERHOFF, Moberly, MO 65270
2000700	0	11/11/2020 5:19:24 PM	525 N AULT, Moberly, MO 65270

**Total Incidents: 4****Incident Type:** 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2000673	0	11/3/2020 1:14:43 PM	1121 FISK AVE, Moberly, MO 65270
2000674	0	11/3/2020 4:55:48 PM	1301 HIGHWAY 24, Moberly, MO 65270
2000675	0	11/3/2020 9:31:08 PM	608 CLEVELAND AVE, Moberly, MO 65270
2000701	0	11/12/2020 2:20:01 PM	1210 sheperd DR, Moberly, MO 65270
2000705	0	11/18/2020 4:51:09 PM	700 URBANDALE, Moberly, MO 65270
2000709	0	11/19/2020 4:16:10 PM	700 URBANDALE, Moberly, MO 65270
2000712	0	11/19/2020 7:13:23 PM	1358 OVERLAND, Moberly, MO 65270
2000728	0	11/27/2020 9:57:41 PM	901 UNION, Moberly, MO 65270
2000729	0	11/27/2020 11:33:27 PM	514 FORT ST, Moberly, MO 65270
2000736	0	11/30/2020 4:58:17 AM	1214 FRANKLIN, Moberly, MO 65270

**Total Incidents: 10****Total Number of Distict Incidents: 69**

**Total Number of Distict Incident Types: 33**

**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '11/1/2020 12:00:00 AM' and '11/30/2020 11:59:59 PM'

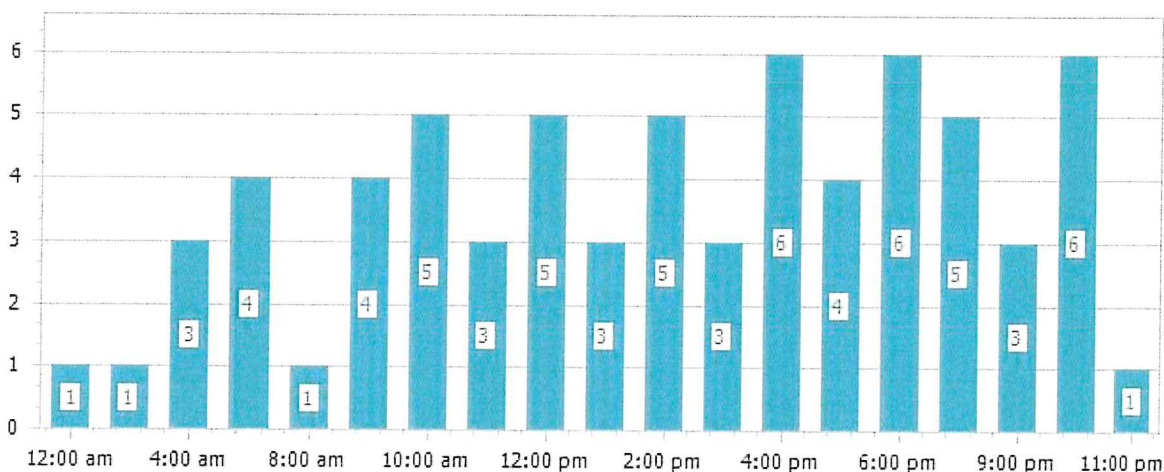


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 660-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Time of Day, Detailed



#### 12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000732	0	11/29/2020	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 1

#### 3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000735	0	11/30/2020	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 1

#### 4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000686	0	11/7/2020	154 - Dumpster or other outside trash receptacle fire
2000733	0	11/29/2020	321 - EMS call, excluding vehicle accident with injury
2000736	0	11/30/2020	700 - False alarm or false call, other

**Total Number of Incidents:** 3

**6:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000699	0	11/11/2020	311 - Medical assist, assist EMS crew
2000711	0	11/19/2020	5001 - Gas Appliance Inspection
2000717	0	11/23/2020	445 - Arcing, shorted electrical equipment
2000730	0	11/28/2020	3113 - Standby, No care provided

**Total Number of Incidents:** 4

**8:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000682	0	11/6/2020	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 1

**9:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000667	0	11/2/2020	463 - Vehicle accident, general cleanup
2000693	0	11/10/2020	321 - EMS call, excluding vehicle accident with injury
2000714	0	11/20/2020	3112 - Lift Assistance
2000731	0	11/28/2020	3112 - Lift Assistance

**Total Number of Incidents:** 4

**10:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000669	0	11/3/2020	1513 - Yard Waste/ Refuse Fire
2000670	0	11/3/2020	5001 - Gas Appliance Inspection
2000676	0	11/4/2020	412 - Gas leak (natural gas or LPG)
2000690	0	11/9/2020	5005 - CFO Inspection
2000718	0	11/23/2020	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 5

**11:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2000671	0	11/3/2020	5001 - Gas Appliance Inspection
2000694	0	11/10/2020	111 - Building fire
2000703	0	11/16/2020	554 - Assist invalid

**Total Number of Incidents:** 3

**12:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2000672	0	11/3/2020	5001 - Gas Appliance Inspection
2000687	0	11/7/2020	323 - Motor vehicle/pedestrian accident (MV Ped)
2000691	0	11/9/2020	321 - EMS call, excluding vehicle accident with injury
2000708	0	11/19/2020	1513 - Yard Waste/ Refuse Fire
2000734	0	11/29/2020	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 5

**1:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2000673	0	11/3/2020	743 - Smoke detector activation, no fire - unintentional
2000715	0	11/21/2020	324 - Motor vehicle accident with no injuries.
2000719	0	11/23/2020	5005 - CFO Inspection

**Total Number of Incidents:** 3

**2:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2000695	0	11/10/2020	411 - Gasoline or other flammable liquid spill
2000701	0	11/12/2020	7401 - Unintentional alarm transmission medical
2000702	0	11/13/2020	321 - EMS call, excluding vehicle accident with injury
2000721	0	11/24/2020	3112 - Lift Assistance
2000722	0	11/24/2020	5005 - CFO Inspection

**Total Number of Incidents:** 5

**3:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000677	0	11/4/2020	5001 - Gas Appliance Inspection
2000688	0	11/8/2020	3112 - Lift Assistance
2000725	0	11/26/2020	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents: 3****4:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000674	0	11/3/2020	731 - Sprinkler activation due to malfunction
2000684	0	11/6/2020	5001 - Gas Appliance Inspection
2000689	0	11/8/2020	321 - EMS call, excluding vehicle accident with injury
2000696	0	11/10/2020	321 - EMS call, excluding vehicle accident with injury
2000705	0	11/18/2020	745 - Alarm system activation, no fire - unintentional
2000709	0	11/19/2020	735 - Alarm system sounded due to malfunction

**Total Number of Incidents: 6****5:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000678	0	11/4/2020	3112 - Lift Assistance
2000700	0	11/11/2020	631 - Authorized controlled burning
2000710	0	11/19/2020	1513 - Yard Waste/ Refuse Fire
2000716	0	11/21/2020	131 - Passenger vehicle fire

**Total Number of Incidents: 4****6:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000679	0	11/5/2020	1513 - Yard Waste/ Refuse Fire
2000685	0	11/6/2020	653 - Smoke from barbecue, tar kettle
2000706	0	11/18/2020	251 - Excessive heat, scorch burns with no ignition
2000707	0	11/18/2020	1513 - Yard Waste/ Refuse Fire

2000720	0	11/23/2020	322 - Motor vehicle accident with injuries
2000727	0	11/26/2020	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 6

**7:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000680	0	11/5/2020	622 - No incident found on arrival at dispatch address
2000692	0	11/9/2020	3112 - Lift Assistance
2000712	0	11/19/2020	745 - Alarm system activation, no fire - unintentional
2000723	0	11/24/2020	3112 - Lift Assistance
2000726	0	11/26/2020	561 - Unauthorized burning

**Total Number of Incidents:** 5

**9:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000675	0	11/3/2020	736 - CO detector activation due to malfunction
2000697	0	11/10/2020	132 - Road freight or transport vehicle fire
2000728	0	11/27/2020	732 - Extinguishing system activation due to malfunction

**Total Number of Incidents:** 3

**10:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000668	0	11/2/2020	321 - EMS call, excluding vehicle accident with injury
2000681	0	11/5/2020	321 - EMS call, excluding vehicle accident with injury
2000698	0	11/10/2020	600 - Good intent call, other
2000704	0	11/17/2020	445 - Arcing, shorted electrical equipment
2000713	0	11/19/2020	411 - Gasoline or other flammable liquid spill
2000724	0	11/24/2020	3112 - Lift Assistance

**Total Number of Incidents:** 6

**11:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2000729	0	11/27/2020	743 - Smoke detector activation, no fire - unintentional

**Total Number of Incidents:** 1

**Report Filter Settings**

**Report Name:** Incident Reports by Time of Day, Detailed

**Filter Name:** last month

**Filter Expression:** [AlarmDateTime] is between '11/1/2020 12:00:00 AM' and '11/30/2020 11:59:59 PM'

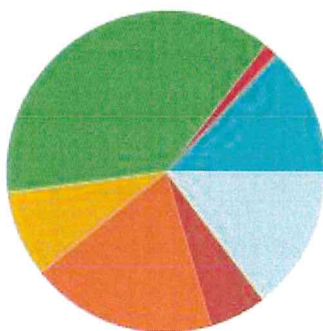


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



- 1 - Fire: 13.04 %
- 2 - Overpressure Rupture, Explosion, Overheat(no fire): 1.45 %
- 3 - Rescue & Emergency Medical Service Incident: 37.68 %
- 4 - Hazardous Condition (No Fire): 8.70 %
- 5 - Service Call: 18.84 %
- 6 - Good Intent Call: 5.80 %
- 7 - False Alarm & False Call: 14.49 %

Incident Type	Total Incidents	Percent
111 - Building fire	1	1.45%
131 - Passenger vehicle fire	1	1.45%
132 - Road freight or transport vehicle fire	1	1.45%
1513 - Yard Waste/ Refuse Fire	5	7.25%
154 - Dumpster or other outside trash receptacle fire	1	1.45%
251 - Excessive heat, scorch burns with no ignition	1	1.45%
311 - Medical assist, assist EMS crew	1	1.45%
3112 - Lift Assistance	8	11.59%
3113 - Standby, No care provided	1	1.45%
321 - EMS call, excluding vehicle accident with injury	13	18.84%
322 - Motor vehicle accident with injuries	1	1.45%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.45%

<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
324 - Motor vehicle accident with no injuries.	1	1.45%
411 - Gasoline or other flammable liquid spill	2	2.90%
412 - Gas leak (natural gas or LPG)	1	1.45%
445 - Arcing, shorted electrical equipment	2	2.90%
463 - Vehicle accident, general cleanup	1	1.45%
5001 - Gas Appliance Inspection	8	11.59%
5005 - CFO Inspection	3	4.35%
554 - Assist invalid	1	1.45%
561 - Unauthorized burning	1	1.45%
600 - Good intent call, other	1	1.45%
622 - No incident found on arrival at dispatch address	1	1.45%
631 - Authorized controlled burning	1	1.45%
653 - Smoke from barbecue, tar kettle	1	1.45%
700 - False alarm or false call, other	1	1.45%
731 - Sprinkler activation due to malfunction	1	1.45%
732 - Extinguishing system activation due to malfunction	1	1.45%
735 - Alarm system sounded due to malfunction	1	1.45%
736 - CO detector activation due to malfunction	1	1.45%
7401 - Unintentional alarm transmission medical	1	1.45%
743 - Smoke detector activation, no fire - unintentional	2	2.90%
745 - Alarm system activation, no fire - unintentional	2	2.90%

**Total Number of Incidents: 69**

**Total Number of Incident Types: 33**

Incident Type	Total Incidents	Percent
---------------	-----------------	---------

<b>Report Filter Settings</b>
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**Report File Name:** Incidents by Incident Type, Summary with Major Type Graph

**Filter Name:** Last Calendar Month

**Filter Expression:** [AlarmDateTime] is between '11/1/2020 12:00:00 AM' and '11/30/2020 11:59:59 PM'



# Monthly Report

## November 2020

#13.

### Parks

	2020		2019
Thompson Campground	69	Campground Daily(59) Campground Monthly(10)	53
Misc Thompson Campground	\$60	Dump Station	\$0
Miscellaneous Park Fees	\$21.00	Fusselman Salvage	\$1.00
Overnight Fishing Passes	-		-
Paddleboat Rental	-		-
Canoe Storage	\$0.00		\$25.00
Archery Range	-		-
Overlook & Plaza	1	<b>Internal:</b> Block for Thanksgiving Day	1
Midway	1	<b>Internal:</b> Block for Thanksgiving Day	1
Agricultural Barns	1	<b>Internal:</b> Block for Thanksgiving Day	1
Equestrian Area/ Rodeo Ground	1	<b>Internal:</b> Block for Thanksgiving Day	1
James Youth Center	11	Wedding(1) Fair Board meeting(1) 4-H meetings(1) Girl/Boy Scout Meeting(4) Memorial(1) Birthday Party(1) Family Gathering(1) <b>Internal:</b> Block for Thanksgiving Day(1)	11
Lodge	8	Wedding(1) Cowboy's for Christmas(1 res. For 3 days) HD Community Covid Testing(1) Cross Country Banquet(1) Gathering(2) Altrusa Tree Lighting(1) <b>Internal:</b> Block for Thanksgiving Day(1)	9
Lion's Beuth Park	1	<b>Internal:</b> Block for Thanksgiving Day	1
Fox Park (entire)	1	<b>Internal:</b> Block for Thanksgiving Day	1
Fox Park Pickleball/ Tennis Courts	1	<b>Internal:</b> Block for Thanksgiving Day	0
Shelter 1 Tennis Courts	1	<b>Internal:</b> Block for Thanksgiving Day	1
Tannehill Park	2	Moberly Community Betterment(1 res. For 29 days for Light-Up Moberly) <b>Internal:</b> Block for Thanksgiving day(1)	2
Wilhite Tennis Courts	1	<b>Internal:</b> Block for Thanksgiving Day	1
Depot Park	2	Moberly Community Betterment(1 res. For 29 days for p Moberly) <b>Internal:</b> Block r Thanksgiving day(1)	2

		2020	2019
<b>Fields</b>	Red 1	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Red 2	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Blue 1	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Blue 2	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Blue 3	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 1	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 2	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 3	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 4	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 5	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Green 6	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Groeber	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Meinert	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Patrick	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Fox Field	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Batting Cages	2	<b>Internal:</b> Both Cages Blocked for Thanksgiving Day 2

		2020	2019
<b>Shelters</b>	Shelter 1	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Shelter 3	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Shelter 5	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Fox Park Shelter	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Klein Shelter	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Lake Pavilion	1	<b>Internal:</b> Block for Thanksgiving Day 1
	Riley Pavilion	2	<b>Internal:</b> Block for Christmas Lights in the Park(1 res. For 29 days) Block for Thanksgiving Day(1) 2
	Meditation Garden and Legacy Overlook	1	<b>Internal:</b> Block for Thanksgiving Day 1

		2020	2019
Auditorium			
	Entire Facility	3	Craft Show(1) <b>Internal:</b> Hold for walking(1 res. 12 days) Block for Thanksgiving Holiday(1)7
		2020	2019
Aquatic Center	Entire Facility	-	-
	Party Area	-	-
		2020	2019

Recreation

**Director – Troy Bock**

- The Depot Park slab has been poured and Hutchinson Recreation plans to erect the pavilion structure in December.
- Cove lights at the Auditorium have been replaced with colored LED bulbs. Partial reimbursement will be received from the Ameren energy incentive program.
- Replaced the clubhouse lighting at Heritage Hills with bulbs for the can lighting and new LED fixtures for the rest. Partial reimbursement will be received from Ameren.
- Took a group from ICAN to the Runge Center in Jefferson City to provide them an outdoor recreation/conservation experience during COVID. They even had a sensory walk program for the group which worked out perfectly. The program went over so well that we may look to do it annually, perhaps hitting a different season each year.
- Attended the Plumrose event where they generously donated toward upcoming parks projects. We hope to move the pavilion project forward in the coming months. The splash pad and amphitheater will be next budget year so we can budget for the matching funds.
- Exploring Wi-Fi options for the James Youth Center.
- Amanda and I met with Jeremy Kitchen from Cowboys for Christmas about their ideas for their event next year and some possible ideas they had for a summer event.
- Jacob and I met with Barry Richardson from MASA about possibly using some additional field space at the Howard Hills Athletic Complex in 2021. Continued discussion will occur going forward.
- Met with Westlake's Ace Hardware about future sponsorship opportunities. It was a very productive meeting and they plan to be very active going forward. We have had other local businesses more interested in sponsoring Parks and Recreation activities this year for a range of reasons from funding situations being more conducive to the impact of COVID highlighting the value of outdoor recreation and parks. Bratcher's, Ak's, and others are committing to generous sponsorships.
- Began advertising for bids for a large fishing pier for Rothwell Lake's boat ramp area to replace the deteriorating smaller dock.

**Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Updated Department Contracts for outside organizations for 2021.
- Updated department forms for 2021.
- Hired Kathleen Nejedly to assist in cleaning, primarily at the Municipal Auditorium, at various facilities throughout the department.
- Oversaw day to day operations of Parks and Recreation Office.

**Dirk Miller – Park Superintendent**

- Hauled clay to the Mini Railroad for the swale across from the Mini Train ticket building and down from the Maze Garden. Staff cut some pieces of conveyor belt used for the swale to reduce the amount of weeding they would have to do next spring and summer.
- Waiting for the ordered wall pack light to mount on the Rodeo building. Staff is adding outlets to the front and back sides of the Rodeo building to replace what was on the Light Pole that was recently removed.
- Staff has completed hooking up the four new power lines at the Rodeo arena areas for the Altrusa Christmas lights. Staff was able to get all 200 plus (but three) displays up and running for Altrusa's lighting ceremony. Continue to make repairs and replace burned out bulbs and add spotlights.
- Winterized Fox bathrooms around mid-November.

- Santa will be at the Loge beginning next week.
- Staff has been cleaning/sanitizing 7 days a week, the four bathrooms that are open, and sanitizing on all playgrounds once a week.

### **Jacob Buntten-Athletic Complex Supervisor/Sports Manager**

#### **Athletic Complex:**

- Walk-in freezer was powered down for winter. Estimated average savings of \$250/month on electricity costs.
- Water reels and irrigation was winterized.

#### **Sports:**

- NAYS Virtual Conference award ceremony was held November 6<sup>th</sup>. Tim Price was awarded the NAYS Volunteer Coach of the Year. There are hundreds of applicants every year for this award.

### **Amanda Warder – Recreation Supervisor**

#### **Pool 2021:**

- Began contacting past employees to see if they were going to return for the 2021 season.
- Have started compiling equipment and PPE for the season.

#### **Concessions 2021:**

- Working on a new menu for 2021 at both the pool and the complex.
- Reached out to past employees for 2021 season.

#### **Events:**

- Frosty 5K: prepping for this event with Hannah. So far, we have quite a bit of entries for this time of year.

**Director of Utilities Monthly Report, Mary West-Calcano, Director**  
**October 2020 (Presented at the December meeting)**

**Director's Summary**

**Utilities Department Financial Stats:** Staff have developed a chart to track key metrics in the Utilities Department. Please let us know if this is clear and helpful and if you would like additional detail, or further information.

Revenues							
Date	Water Revenue	% of Water Rev Proj	Sewer Revenue	% of Sewer Rev Proj	Total Revenue	% of Total Rev Proj	Transfer to/(from) Reserves
Oct-20	\$ 209,612.74	36.9%	\$ 294,823.05	36.6%	\$ 518,135.37	36.2%	\$ 48,780.01
Expenses							
	Operations & Maintenance	O & M % of Proj Exp	Transfers Out Total		Total Expenses	% of Total Exp Proj	% of Fiscal YTD
Oct-20	\$ 330,600.99	25.9%	\$ 463,518.86	34.1%	\$ 521,151.26	36.2%	33%

**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.

**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:	32.976 MG (1.063 MG/Day)
Wastewater Treated:	36.461 MG (1.176 MG/Day)
Wastewater from Combined Sewer Overflows:	0.000 MGM
Total precipitation for October	2.59 inches

Billing activity: 47,333,115 gallons of water in the amount of \$402,744.93 and 45,878,500 gallons of sewage in the amount of \$556,139.54

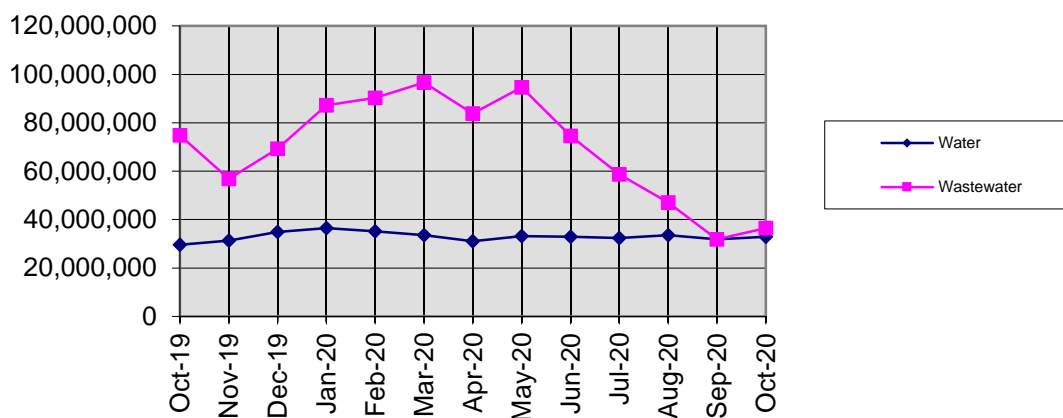
Staff issued 2469 bills for cycle 1 (Consumption between September 2 and October 31) in the amount of \$385,201.05 and 2661 bills for cycle 2 (Consumption between September 14 and October 14) in the amount of \$602,203.93 that included water, sewer, garbage, tax and arrears outstanding.

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Unaccounted Water for October 2020 = 17.33%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Oct-2020	32,976,819	3,553,857	1,907,993	14,132	27,570	47,333,115	29,170,109	3,806,710

### 13 Month Water & Wastewater Treated



### Distribution and Collection Department and Customer Service

- There were six water leaks.
- Replaced four-meter valves.
- Started draining Sugar Creek Lake.
- Poured 12 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 344 Missouri one call tickets for locating water and sewer lines.
- Replaced 8 lead service lines at the following locations: 416 McKinsey Street, 410 McKinley Avenue, 706 McKinley Avenue, 942 Franklin Street, 319 Halleck Street, 615 West End Place, 314 S. Clark Street, and 822 Vincil Street.
- There were 20 Sewer calls.
- Assisted the filter plant with flushing.
- Completed 1 sewer tap inspection at 407 Epperson Street.

### Wastewater Treatment Facility

- Treated 36.461 MGM and average of 1.176 MGD.
- Transferred 1,536,390 gallons of sludge from the SBR's to the digesters.
- 2.59 inches of rain fell over an 8-day period.
- Land applied 349,730 gallons of biosolids.
- 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).
- Conducted and completed special sampling at WWTP for Jacobs Engineering. This sampling was conducted by city staff over a 14-day period consuming a lot of manhours. The purpose of this sampling was to create a process model of the WWTP.

- Willis Bros. removed trees and brush as well as reshaped the ditch from around the north side of the digesters and sludge holding basin at WWTP to prevent flooding during heavy rain events. The cost of this project \$8,250.00.
- Had conversations with R.E. Pedrotti, Vandevanter Engineering and Aqua Aerobics about upgrading all PLC's and the SCADA system at WWTP.
- Conducted an Industrial pretreatment inspection and collected a discharge sample from Total Powder Coat.
- The automatic transfer switch for the emergency generator is experiencing intermittent failure, ASCO (the switch manufacture) was contacted and a service call was scheduled.
- Conducted Industrial pretreatment inspections at Central State Enterprises and ORBCO.
- The check valve for pump #2 at Huntsville station failed. The pump has been shut off and isolated until repair parts can be ordered and replaced.

### **Water Plant**

- We treated and pumped to town 32,976,819 gallons of water. This is a daily average of 1,031,510 gallons per day.
- Performed 3,489 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 Fluoride.
- Corrective maintenance performed on heater in the chem bldg; it required complete replacement.
- Raw water pump #4 was pulled and shipped off for inspection, repairs and upgrade to mechanical seals instead of packing glands. This will cut down on leaking from the pump and reduce the maintenance frequency and cost.
- Installed new equipment at the water towers and pump house to communicate more reliably with our new SCADA controls (upgraded firewalls).

### **Water Quality Coordinator**

- Stabilized and recycled 877.4 lbs. non-reusable materials.
- Distributed 1026.7 lbs. of recycled material to Moberly residents for reuse.
- Accepted 2179.5 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Managed Open Household Hazardous Waste Day on October 10<sup>th</sup>.
- Sent 1,522 lbs. E-Waste to Midwest Recycling Center.
- Performed regular construction inspections.
- Cleaned weeds and trash out of Municipal Building rain garden.
- Provided annual stormwater training for Street Barn.

Director of Utilities Monthly Report, Mary West-Calcagno, Director  
**November 2020 (Presented at the December meeting)**

**Director's Summary**

**Utilities Department Financial Stats:**

**Utilities Financial Update:** Staff have developed a chart to track key metrics in the Utilities Department. Please let us know if this is clear and helpful and if you would like additional detail, or further information.

Revenues							
Date	Water Revenue	% of Water Rev Proj	Sewer Revenue	% of Sewer Rev Proj	Total Revenue	% of Total Rev Proj	Transfer to/(from) Reserves
Nov-20	\$ 203,824.61		\$ 265,168.11		\$ 508,432.82		\$ 142,676.73
Total YTD	\$ 1,077,225.22	45.5%	\$ 1,415,059.99	45.0%	\$ 2,644,644.22	44.8%	\$ 587,993.98
Expenses							
	Operations & Maintenance	O & M % of Proj Exp	Transfers Out Total		Total Expenses	% of Total Exp Proj	% of Fiscal YTD
Nov-20	\$ 228,367.69		\$ 455,182.28		\$ 505,558.80		
Total YTD	\$ 1,346,505.70	31.2%	\$ 2,355,188.98	42.3%	\$ 2,642,779.09	44.8%	42%

**Energy Solutions Professionals Project:** The five antenna locations are currently reading most of the meters, but we seem to be having trouble reading some meters in the southwest area of town. Neptune is evaluating placing the 6<sup>th</sup> antenna in that area to improve our read accuracy and reliability. We are currently receiving 5,071 meter readings via the AMI system. There are approximately 600 meters left to be installed before project completion. This involves a true-up of remaining accounts with uninstalled meters at the end of the project. A contingency adjustment is on the Council Work Session agenda for the December 21, 2020 meeting. About 100 of the remaining installations are downtown and many are basement meters. The installation crews will be back in town to begin wrapping up the final stages of the project after the first of the year.

**Caselle Software:** The Implementation Team has reached out to the City for information and data to begin the software change. After they receive the first round of our information, we should be able to have a project schedule mapped out. Caselle has experience converting systems that were using Summit/gWorks.

**FEMA Emergency Declaration Disaster Funding:** The grant money awarded will be 75% federal funding, 25% match based on the FEMA estimates of cost to restore to the original condition. Sugar Creek Lake Road Slide did not meet the metrics used by FEMA for federal disaster funding. The projects for the Water Works Lake spillway and Homestead sewer repair did receive funding and bids are in process or work is being scheduled.

**EDA Infrastructure Grant:** Staff are working with Mark Twain Regional Council of Governments to get approval of the engineering contracts so the contracts can be awarded and design work can begin. A revised copy of the contract has been sent and we will hopefully be able to present this to Council for approval on December 21.

**N. Morley Water Line:** Utility Department staff have been serving as the inspector for the water line installations, taps and connections on N. Morley Street as the contractor performs work. This has saved the expense of an outside contractor and has allowed us to assure that work is done according to Moberly specifications. We are hopeful that this part of the project will be completed by the end of December. Utilities will install fire hydrants later where needed along the project path.

**Stormwater Permitting:** The City's Municipal Separate Stormwater System Permit (MS4) is up for renewal during 2021. Shortly after the first of the year staff will begin preparing our renewal application and an update to our stormwater management plan. We will keep the Council updated on the progress. A public meeting will be required before submission of the stormwater management plan and the permit application.

**Staffing:** The Utility Department is currently fully staffed!

*The Utility Department Staff wishes to thank the City Manager and City Council for the consideration for additional pay this month. It was appreciated by all.*

**Dept. Summary:**

Drinking water produced:	27.546 MG (.0918MG/Day)
Wastewater Treated:	54.871 MG (1.829 MG/Day)
Wastewater from Combined Sewer Overflows:	0.00055 MGM
Total precipitation for October	2.86 inches

Billing activity: 21,751,435 gallons of water in the amount of \$217,877.91 and 20,809,879 gallons of sewage in the amount of \$288,536.40.

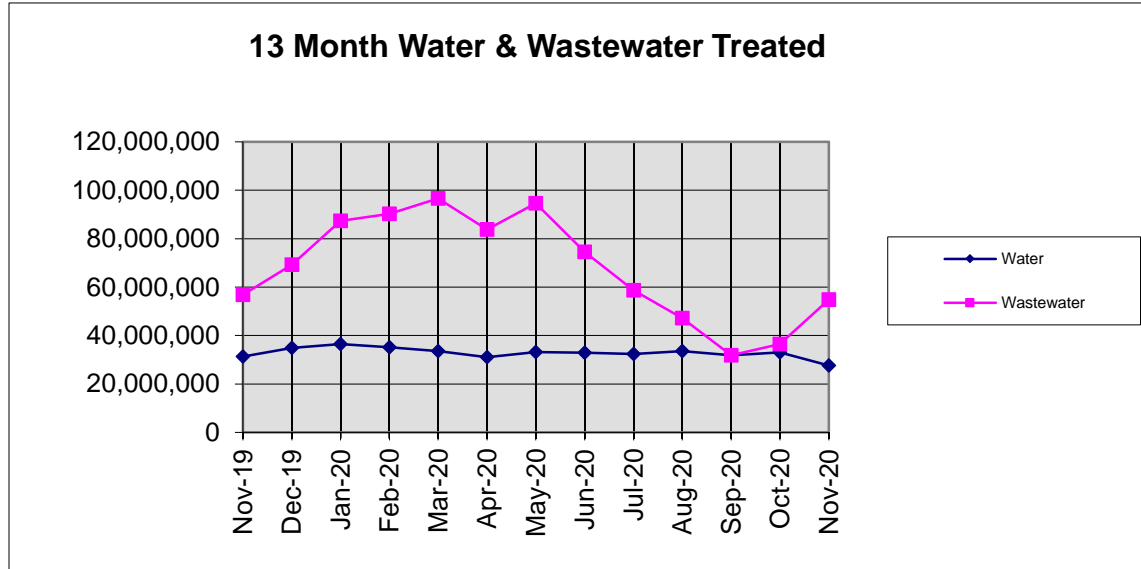
Staff issued 2468 bills for cycle 1 in the amount of \$247,257.60 and 2648 bills for cycle 2 in the amount of \$324,467.64 that included water, sewer, garbage, tax and arrears outstanding.

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Unaccounted Water for November 2020 = 17.09%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
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Nov-2020	27,546,729	1,079,417	11,230	0	9,230	21,751,435	22,851,312	4,695,417
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#### Distribution and Collection Department and Customer Service

- There were four water leaks- Two were due to boring crews.
- Replaced seven-meter valves.
- Replaced two fire hydrants: 1520 E. Rollins Street and 1219 E. Logan Street.
- Poured 20 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 248 Missouri one call tickets for locating water and sewer lines.
- Replaced 3 lead service lines at the following locations: 805 S. Clark Street, 419 Mckinley Avenue, and 522 West Rollins Street.
- A total of 54 lead service lines have been replaced in 2020.
- There were 26 Sewer calls.

#### Wastewater Treatment Facility

- Treated 54.871 MGM an average of 1.829 MGD.
- Transferred 1,465,230 gallons of sludge from the SBR's to the digesters.
- 2.86 inches of rain fell over an 8-day period.
- Land applied 306,520 gallons of biosolids.
- Taylor CSO (outfall 002) no discharge.
- Rollins CSO (outfall 003) no discharge.
- Seven Bridges CSO (outfall 004) no discharge.
- Holman Rd. CSO (outfall 005) discharged 0.00034 MGD on 11/10/2020 and 0.00021 MGD on 11/24/2020.
- Shut down the UV disinfection system for the end of this year's treatment season (for bacteria).

- Repaired and installed a corner post at the Wicker street stormwater retention basin and reattached the wire around the parameter.
- Downloaded all EDMR's submitted from the DNR website before the transition to the new MOGEM submission system. This transition took place on November 9, 2020 and previously submitted EDMR's will not be available after this date. Created a MOGEM account and ensured all information is up to date to stay in compliance with the operating permit for Moberly WWTP and Heritage Hills Golf Course Lagoon.
- Pulled pump #1 at McKinsey station due to a seal fail, the pump was cleaned and taken to Pentair/Fairbanks Morse pump group for repair. The repair cost is approximately \$16,000.
- Collected the WET test samples and delivered the Pace Analytical.
- Installed a new modem in the SBR PLC at WWTP and worked with Aqua Aerobics to ensure they could connect remotely for future troubleshooting and repairs.
- Entered lab data results into a spreadsheet from the special sampling event and emailed them to Jacobs Engineering.
- Submitted the DMR QA Study 40 results via email to Bryant Harris, EPA Region 7 Coordinator. Our internal lab results' accuracy fell within accepted limits.
- Checked Heritage Hills Lagoon several times attempting to collect a sample, no discharge was observed.

#### **Water Plant**

- We treated and pumped to town 27,546,729 gallons of water. This is a daily average of 918,224 gallons per day.
- Performed 3,195 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 Synthetic Organic Compounds.
- Performed annual preventative maintenance on caustic and ammonia systems
- Performed corrective maintenance on carbon feeder #2 solenoid valve, alum dust collection door and cleaned dust bags.
- Algae control devices on Sugar Creek Lake were pulled, cleaned, winterized and moved to Sparks Tower for the winter.

#### **Water Quality Coordinator**

- Stabilized and disposed of 589.05 lbs. non-reusable materials.
- Distributed 1171.95 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1728.75 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Managed Open Household Hazardous Waste Day on November 14<sup>th</sup>.
- Cleaned and organized Household Hazardous Waste Facility.
- Performed regular construction inspections.
- Cleaned weeds and trash out of city hall rain gardens.
- Attended StormwaterOne training about stormwater maintenance.

## **MAEDC Economic Development Report**

### **November 15, 2020 – December 12, 2020**

#### **MAEDC Activity Highlights**

- Participated in the Moberly Downtown CID meeting
- Finalized Industrial Club mailings for 2020
- Followed up with hotel feasibility consultants about delayed timeline
- Communicated with Phase One contactor about work for Missouri Certified Site program.
- Participated in and NMDP virtual meeting
- Communicated about McDonald's property in Fayette. Howard County had interest in using it for a drive thru property tax payment site.
- Worked on press release for new ammunition manufacturing company.
- Fielded questions from a local employer about COVID wages and bonuses in the area. Employer has increased pay and added bonus options but is looking to maintain competitiveness.
- Conference call with NextSite to discuss their partnership with Ameren and their preferred partner pricing in Missouri.
- Conference call with an alternative vision care company.
- Communicated with hotel prospect about site visit in the first 2 weeks of January.
- Received finalized phase one for the Moberly Area Industrial Park, Missouri Certified Site recertification.
- Fielded several inquiries about Downtown CID program assistance.
- Radio interview with KWIX/KRES
- Met with Larry Sander about Moberly Holding Company farm lease.
- Conference call with Les Tuttle about digital marketing capabilities offered by Alpha Media.
- Conference Call with Grimshaw and Associates to update the Moberly Holding Company financial statements.
- Met with Tyler Griffith in Fayette about projects in Howard County. Discussed ways to participate with the City.
- Participated in a Missouri Partnership virtual update.
- Toured a downtown building that is available for sale.
- Extended radio interview with KWIX/KRES about econ-initiative.
- Silver Creek Munitions announced their opening in Moberly.
- Updated Location One listings for available properties

- Discussed opportunities to use PACE with Brian Crane. Scheduled a call with a consultant to discuss opportunities.
- Communicated with Project Emerald team about the Chapter 100 process and needed documentation.
- Update call with Hotel Developer interested in Moberly.
- Communicated with Missouri Partnership about their marketing discussion for NMDP.
- Sent updated property information to the accountant for Moberly Holding Company.
- Sent question on Moberly Investment Group to legal counsel for additional guidance.
- Received notice that the Howard County Industrial Park received recertification for the Missouri Certified Sites program.
- Responded to an email from Shannon Sehnert regarding facility needs
- Responded to an email from Fayette City Administrator Tyler Griffith regarding potential Fayette residential housing projects
- Shared a draft description of the HCEDC relationship with MAEDC for review
- Spoke with a developer regarding a New York distribution facility seeking to locate to this area
- Rescheduled City of Cairo council briefing
- Cancelled City of Huntsville council briefing
- Spoke with Louise Walter regarding her 6-acre commercial property
- Emailed developer area maps for the Moberly Area Industrial Park and privately owned land for a potential distribution center project
- Reviewed draft designs for the thank you/encouragement cards
- Checked in with developer to follow up on residential development discussions
- Rescheduled Gary Gross, LVS Builders
- Spoke with Dr. Dan Ess regarding the MO Ag Initiative meeting. It was determined there was a need to cancel and reschedule to collect some additional data
- Emailed Amber Overfelt and J.B. Waggoner regarding November's standing meeting
- Contacted Howard County Presiding Commissioner Jeremiah Johnmeyer regarding his request for contact information
- Emailed realtor contact information to Commissioner Johnmeyer
- Provided Leremie Shaffer, Mik Nan's, direction for pursuing business financing

- Provided Randal Weidenaar BRE information for the year-end report
- Spoke with Tim Elli, Cresa, a division of PACE Properties, regarding Uncle Ray's in Montgomery City
- Exchanged emails with Fayette City Administrator Tyler Griffith regarding local residential development
- Began work on the contact information for the thank you/encouragement notes to go out in December & January
- Sent emails to Todd Norton and Mike Skubic to determine what COVID-related programs, if any, are currently available for businesses
- Uploaded the Phase I ESA for the recertification associated with the Moberly Area Industrial Park Certified Site Program
- Prepared thank you/encouragement cards for Fayette businesses
- Exchanged emails with Mike Skubic about their PPP status and presently available programs
- Met with Gary Gross, Aaron Addis, & Jared Klenda, all with LVS Builders, to discuss residential development opportunities
- Exchanged emails with Shannon Sehnert, Prevail Gym, regarding the opening of her new gym facility
- Continued addressing Fayette/Glasgow thank you/encouragement cards
- Emailed and spoke with Will Ellis regarding Randolph County CARES funding distribution
- Returned Marty Ferry's call regarding the Biesmeyer building on Hwy 87 near the Boonville bridge
- Spoke with developer for update on interest in the Fayette/New Franklin projects
- Continued work on thank you/encouragement letters
- Updated Moberly church list
- Met with Fayette City Administrator Tyler Griffith to discuss potential residential development
- Met with Sylvia Durbis, Snoddy's Store, New Franklin, and to view the Biesmeyer Building at Hwy 87 & 5
- Contacted the Howard County Collector's office twice regarding the millage rate for the Howard County Industrial Park
- Exchanged emails with Jennifer Kingsbury, Missouri Department of Economic Development, regarding the Missouri Certified Site recertification process for the Howard County and Moberly Area Industrial Parks
- Continued working on the thank you/encouragement cards for January distribution

- Provided Jennifer Kingsbury with the remaining information needed by DED for the Howard County Missouri Certified Site Program recertification
- Prepared Howard County recertification packet for Amber Overfelt
- Sent Terracon a request for the State Historic Preservation Office Section 106 project information to supplement the SHPO cultural resource assessment review response for MO DED
- Forwarded Jennifer Kingsbury the SHPO documents for the Section 106 review associated with the Moberly Area Industrial Park recertification review



# ANNUAL REPORT

## 2020



# CVB OVERVIEW



## ABOUT US

Visit Moberly is under the Moberly Area Chamber of Commerce and serves as the official Destination Marketing Organization (DMO) for Randolph county.

This contract for expanded tourism services began in 2018.

We are solely funded by the lodging tax collected on hotel rooms in the city of Moberly.

The CVB promotes Moberly & Randolph county's tourism attractions, festivals, restaurants, shops, recreation, heritage and more.

We work with our tourism partners to give our travelers an exceptional experience. Data has proven that repeat visitors are much easier to capture than a new visitor.

As the state's second leading industry, tourism has proven to be very impactful for communities economically and improving the perception of those communities.

## CONTACT US



660-263-6070



[www.moberly.com](http://www.moberly.com)



@moberlyareachamber  
ofcommerce



@moberlychamber



@moberlychamber



@moberlyareachamber  
ofcommerce



Moberly Area Chamber of  
Commerce



@moberlychamber

# QUICK STATS

71% INCREASE IN  
DIGITAL AD  
INTERACTION  
FROM 2019 TO  
2020 WITH A \$876  
BUDGET INCREASE.

MANAGED A  
\$60,000 SHOW  
ME STRONG  
GRANT  
PROGRAM &  
MMG GRANT.

PITCHED MOBERLY  
TO 15 DIFFERENT  
TRAVEL  
PUBLICATIONS

HOSTED 67  
VENDORS FOR  
JUNK JUNKTION  
WITH AN  
ESTIMATED 4,000  
ATTENDEES

WORKED WITH  
OUR DESIGNER TO  
CREATE 27 AD  
DESIGNS AND  
SPORTS TOURISM  
AD SHEETS

RANDOLPH  
COUNTY  
RACEWAY  
BROUGHT AN  
AVERAGE OF  
500 ATTENDEES  
PER RACE

EXECUTED 12  
FACEBOOK LIVES  
EVENTS  
SHOWCASING  
TOURISM  
PARTNERS

PRESENTED TO  
THE MISSOURI  
DIVISION OF  
TOURISM OFFICE  
ON OUR  
DESTINATION

# PAID MEDIA CAMPAIGN

#13.

MEDIA	2018	2019	2020
DIGITAL	\$2,500.00	\$10,644.12	\$8,530.54
SHOW ME STRONG DIGITAL	0	0	\$2,989.99
PRINT	\$7,100.00	\$800.00	\$1,200.00
RADIO	0	0	\$4,998.00
SEM	\$276.84	\$1,332.93	\$3,465.62
BILLBOARD	0	0	\$2,000.00
<b>TOTAL:</b>	<b>\$9,876.84</b>	<b>\$12,777.05</b>	<b>\$23,184.15</b>

Items in gold were 100% funded by the 2020 Show me Strong grant.

\$125 of the red number was paid for by Junk Junktion vendor fees.

All others items were 50% reimbursable by the Marketing Matching Grant from the Missouri Division of Tourism and came from our city contract funding.



# SHARED MEDIA EFFORTS

#13.

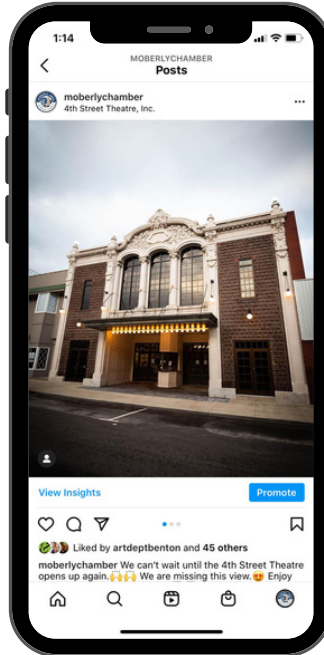
## TOP POSTS FOR 2020

### INSTAGRAM

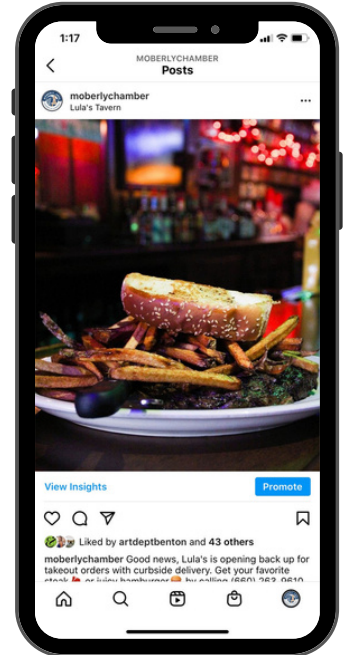
#### 1. JUNK JUNKTION



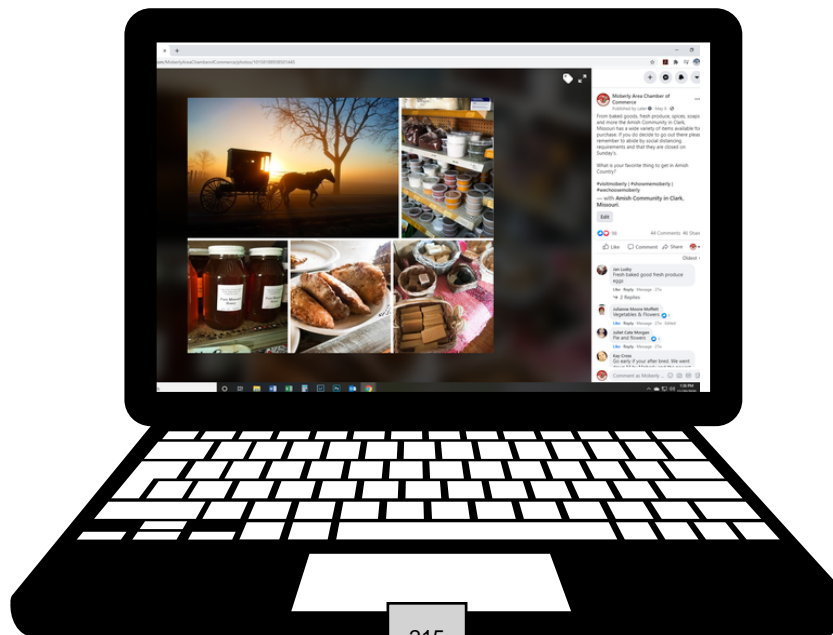
#### 2. 4TH STREET THEATRE



#### 3. LULA'S



### FACEBOOK: 1. AMISH COMMUNITY



# OWNED COMMUNICATION ASSETS

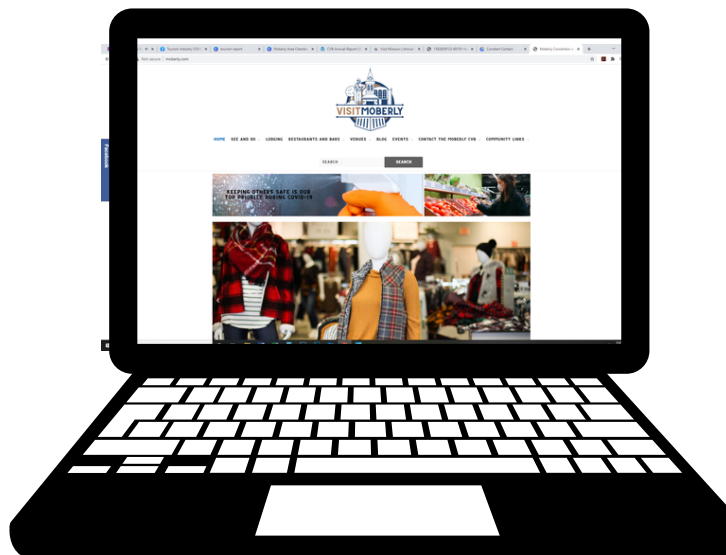
#13.

This year was a huge year for our communication materials. We released a new travel guide, after having the old design for five years. Our new design will be used as a base for future annual guides.

The guide was delivered to visitor's centers across Missouri. We produced monthly tourism blogs, took more pictures than ever and expanded our video capabilities highlighting Moberly's assets.

Email newsletters are also produced monthly with an average open rate of 29% and a click rate of 15%.

Our website at [moberly.com](http://moberly.com) is regularly updated with new event & asset information with an average monthly visitation of 3,000 visitors.



# FUTURE GOALS

#13.

The tourism industry has taken a huge hit nationwide this year. we are thankful that we have seen an increase in day-trip traffic. a few of our 2021 goals are:

- continue to showcase our tourism attractions virtually
- have travel writers write four stories about Moberly in 2021
- work with Comfort Inn, Super 8 And Thompson Campground on receiving monthly tracking reports & execute training for their staff sell Moberly upon arrival. Due to our lack of hotels we are unable to receive the industry standard STR report on hotel tracking information.



- give the Missouri film office a tour of Moberly to move our community higher on their radar
- get four new group conferences, sports tournaments or group day-trips
- work with wedding vendor partners to expand moberly as a destination wedding venue or a micro-wedding venue location
- increase social media likes/follows by 5%
- work with partners to expand our tourism product

# City of Moberly

## City Council Agenda Summary

Agenda Number: #14.

Department: Public Works

Date: December 21, 2020

**Agenda Item:** Application for Airport Advisory Commission.

**Summary:** In July 2020 one (1) term for the Airport Advisory Commission was not filled. We have re-advertised for another applicant. One application was received from Dennis Snodgrass.

**Recommended**

**Action:** Appoint one person to the Airport Advisory Commission.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

City of

Moberly!

**Board/Commission Application Form**

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

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

Name of Board or Commission: Airport Advisory Board Date: 11-24-2020  
 Your Name: DENNIS SNODGRASS Street Address: 3727 E Hwy 24, MOBERLY MO 65270  
 Phone number(s): (evening) 660-651-0541 (day) SAME  
 Email: snodgrassautosales@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes ☒ No ☐  
 How long have you been a resident of City of Moberly? Since 1988  
 Occupation: retired sales Employer: self

**Optional Questions (use back of application if necessary)**

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


AIRCRAFT OWNER / PILOT

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

INTERESTED IN AIRPORT OPERATIONS & PROMOTIONS

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

1. ROY MILLER Phone: 660-651-5329
2. STEVE BOTKINS Phone: 660-676-0235
3. GRAVES SANDFORD Phone: 660-353-1202

  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Mo 219 MO 65270