

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**March 18, 2024**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

- [1.](#) A Request From Greg Carroll With Harrier Track Club To Hold A 5K On July 4, 2024.
- [2.](#) Purchase Of Three Ferris Mowers.
- [3.](#) Consideration Of An Appointment To The Historic Preservation Commission.
- [4.](#) Consideration Of Two Appointments To The Tourism Advisory Commission.
- [5.](#) A Cooperative Agreement For Car Cruises.
- [6.](#) A Resolution Approving Socket To Provide Fiber Optic Line To The Dameron Street Radio Tower.
- [7.](#) A Resolution Authorizing Submission Of A Transportation Alternative Program Grant Application For Sidewalk Construction Along A Portion Of North Morley: North Avenue To Allen Street.
- [8.](#) A Resolution Authorizing Submission Of A Transportation Alternative Program Grant Application For Sidewalk Construction Along A Portion Of North Morley: Allen Street To Madison Avenue.
- [9.](#) ESS Contract For The WWTP Digester No. 1 Liner Replacement.
- [10.](#) Vandevanter 7 Bridges Pump Station Impeller Replacement #1 And #3.

# City of Moberly

## City Council Agenda Summary

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

WS #1.

Department: Parks and Recreation

Date: March 18, 2024

**Agenda Item:** A Request From Greg Carroll With Harrier Track Club To Hold A 5K On July 4, 2024.

**Summary:** Greg Carrol is requesting to host the annual 4<sup>th</sup> of July 5K to raise funds for the Harrier Track Club. The route will begin at the south driveway of the Riley Pavilion. Runners will run on the road, following its path to Lakewood Drive Loop and then return via the same route to the south driveway of the Riley Pavilion. (See attached map).

**Recommended Action:** Advise staff to request this be brought before City Council at their April 1, 2024, meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed

Failed

# Moberly!

City of

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

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

## Walk/Run Application Permit

Application Date: MARCH 5, 2024  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: THURSDAY, JULY 4, 2024

Purpose of event: HARRIER TRACK CLUB INDEPENDENCE DAY 5K

Name of event director: GREGORY Q CARROLL

Contact phone, & Address of director: 660 263 4947, 1649 CR 2285  
MOBERLY, MO

Approximate number of participants: 100-125

Route requested, Begin & End Time: PACKET PICK-UP 7:00 AM

RACE START 8:30 AM. START AND FINISH AT  
SOUTH PAVED ENTRANCE TO RILEY PAVILION,  
PARK ROAD EAST THRU PARK TO LOST HILLS  
LOOP AND RETURN SAME ROUTE.

(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

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

Signature of applicant: *Gregory Q Carroll*

Approved: \_\_\_\_\_ Declined: \_\_\_\_\_

Authorizing Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



INDEPENDENCE DAY 5K  
TUESDAY  
JULY 4, 2023



# City of Moberly

## City Council Agenda Summary

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

WS #2.

Department: Parks and Recreation

Date: March 18, 2024

**Agenda Item:** Purchase Of Three Ferris Mowers.

**Summary:** Because of the delayed timeline of the LWCF grant award for Kiwanis Park and the subsequent bid and approval process, the majority of the construction expenditure will occur in the next budget. Therefore, to ease budget constraints in the next budget year, we are looking to move some equipment purchases up to the current budget year starting with these three mowers for the Parks.

The Department mowers had originally been pushed back when the current budget was drafted to bring the budget closer to being balanced. This will allow for timely replacement while easing the strain on the upcoming budget.

Staff have used Ferris mowers previously. They have a far more comfortable ride on the rugged park terrain, especially for ageing staff who are mowing sometimes 6-8 hours per day. We moved from Ferris to Gravely on the Park side a few years ago after weighing the challenges we had on the service side with the previous owners of Harpsters. We do not have those concerns with McKeown Farm & Lawn.

The attached bids are from Buy Board – a purchasing cooperative – so they come from a national, competitive process.

### Recommended

**Action:** Move forward to the April 1, 2024, meeting.

**Fund Name:** Parks > Capital Improvements

**Account Number:** 115.041.5502

**Available Budget \$:** \$561,726.95

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

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

\_\_\_

\_\_\_

Passed

Failed



# FERRIS®

Contract #611-20, #680-22 or #706-23

## BUYBOARD PRICE LIST

2024 MODELS - Effective 09/01/2023

Part Number	Model	Description	M.A.P.	BuyBoard Price	Discount
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### FW15 Series Walk Behind

5901737	FW15, 32, H10, NA	Honda® GXV390 Manual Start w/ 32" Deck Swivel Caster	\$3,799.00	\$3,153.17	17%
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### FW25 Series Walk Behind

5901887	FW25, 48, K19, NA	19 gross hp** Kawasaki FS600V Electric Start w/ 48" Deck	\$7,549.00	\$6,265.67	17%
5901886	FW25, 36, K19, NA	19 gross hp** Kawasaki FS600V Electric Start w/ 36" Deck	\$7,149.00	\$5,933.67	17%
5901888	FW25, 48, K19, NA	19 gross hp** Kawasaki FS600V Electric Start w/ 48" Deck	\$7,549.00	\$6,265.67	17%

### FW45 Series Walk Behinds

5901891	FW45, 52, K21, NA	20.5 gross hp** Kawasaki FX651V Electric Start w/ 52" Deck	\$9,399.00	\$7,801.17	17%
5902014	FW45, 48, K21, NA	20.5 gross hp** Kawasaki FX651V Electric Start w/ 48" Deck	\$9,099.00	\$7,552.17	17%
5902015	FW45, 52, K21, NA	20.5 gross hp** Kawasaki FX651V Electric Start w/ 52" Deck	\$9,399.00	\$7,801.17	17%
5902016	FW45, 61, K24, NA	23.5 gross hp** Kawasaki FX730V Electric Start w/ 61" Deck	\$9,999.00	\$8,299.17	17%
5901892	FW45, 52, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> V-Twin w/ 52" Deck	\$10,099.00	\$8,382.17	17%
5901893	FW45, 52, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> V-Twin w/ 52" Deck	\$10,099.00	\$8,382.17	17%

### SRSZ1 Stand on Zero Turn

5901941	SRSZ1, 36, V23, NA	23 gross hp* Vanguard 627cc V-Twin w/ 36" Deck	\$9,199.00	\$7,635.17	17%
5901942	SRSZ1, 48, V23, NA	23 gross hp* Vanguard 627cc V-Twin w/ 48" Deck	\$10,149.00	\$8,423.67	17%
5901939	SRSZ1, 36, K19, NA	19 gross hp** Kawasaki FX600V w/ 36" Deck	\$9,199.00	\$7,635.17	17%
5901940	SRSZ1, 48, K22, NA	22 gross hp** Kawasaki FX691V w/ 48" Deck	\$10,149.00	\$8,423.67	17%

### SRSZ2 Stand on Zero Turn

5902050	SRSZ2, 52, K24, NA	24 gross hp** Kawasaki FT730V w/ 52" Deck	\$10,749.00	\$8,921.67	17%
5901947	SRSZ2, 52, K26, NA	25.5 gross hp** Kawasaki FX801V w/ 52" Deck	\$11,249.00	\$9,336.67	17%
5901948	SRSZ2, 52, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> w/ 52" Deck	\$11,849.00	\$9,834.67	17%
5902070	SRSZ2, 60, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> w/ 60" Deck	\$12,449.00	\$10,332.67	17%

### SRSZ3 Stand on Zero Turn

5901955	SRSZ3X, 52, K27, NA	27 gross hp** Kawasaki FX850V w/ 52" Deck	\$12,449.00	\$10,332.67	17%
5902123	SRSZ3X, 52, V37 E OG, NA	37 gross hp* Vanguard BIG BLOCK <b>EFI ETC OGS</b> w/ 52" Deck	\$13,699.00	\$11,370.17	17%
5902071	SRSZ3X, 60, V37 E OG, NA	37 gross hp* Vanguard BIG BLOCK <b>EFI ETC OGS</b> w/ 60" Deck	\$14,199.00	\$11,785.17	17%
5902170	SRSZ3X, 72, V37 E OG, NA	37 gross hp* Vanguard BIG BLOCK <b>EFI ETC OGS</b> w/ 72" Deck	\$15,299.00	\$12,698.17	17%

### IS600Z Zero Turn

5902110	IS600, 48, B25, NA	25 gross hp* Briggs & Stratton CXi Series w/ 48" Deck	\$7,649.00	\$6,348.67	17%
5901908	IS600, 48, K19, NA	18.5 gross hp** Kawasaki FS600V w/ 48" Deck	\$8,149.00	\$6,763.67	17%
5902109	IS600, 52, B25, NA	25 gross hp* Briggs & Stratton CXi Series w/ 52" Deck	\$7,849.00	\$6,514.67	17%
5901911	IS600, 52, K23, NA	23 gross hp** Kawasaki FS691V w/ 52" Deck	\$8,449.00	\$7,012.67	17%

\*All power levels are stated gross horsepower at 3600 rpm per SAEJ1940 as rated by Briggs &amp; Stratton.

\*\*All power levels are stated gross horsepower per SAE J2723 as rated by Kawasaki.

^Power levels rated by engine manufacturer.

This product DOES NOT meet California exhaust and evaporative emissions regulations. This product CANNOT be sold in California.

Prices are subject to change without notice.



# FERRIS®

Contract #611-20, #680-22 or #706-23

## BUYBOARD PRICE LIST

2024 MODELS - Effective 09/01/2023

Part Number	Model	Description	M.A.P.	BuyBoard Price	Discount
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### IS 700Z Zero Turn

5902107	IS700, 52, B27, NA	27 gross hp* Briggs & Stratton CXi Series w/ 52" Deck & Sus. Seat	\$8,749.00	\$7,261.67	17%
5902061	IS700, 60, B27, NA	27 gross hp* Briggs & Stratton CXi Series w/ 60" Deck & Sus. Seat	\$9,199.00	\$7,635.17	17%

### ISX800Z Zero Turn

5902084	ISX800, 52, B27, NA	27 gross hp* Briggs & Stratton CXi Series w/ 52" Deck & Sus. Seat	\$10,149.00	\$8,423.67	17%
5902083	ISX800, 52, K24, NA	24 gross hp** Kawasaki FT730V w/ 52" Deck & Sus. Seat	\$10,349.00	\$8,589.67	17%
5902075	ISX800, 60, B27, NA	27 gross hp* Briggs & Stratton CXi Series w/ 60" Deck & Sus. Seat	\$10,549.00	\$8,755.67	17%
5902072	ISX800, 60, B27 E, NA	28 gross hp* Briggs & Stratton CXi Series <b>EFI ETC</b> w/ 60" Deck & Sus. Seat	\$10,999.00	\$9,129.17	17%
5902073	ISX800, 60, K24, NA	24 gross hp** Kawasaki FT730V w/ 60" Deck & Sus. Seat	\$11,099.00	\$9,212.17	17%
5902074	ISX800, 60, K26 E, NA	26 gross hp** Kawasaki FT730V <b>EFI ETC</b> w/ 60" Deck & Sus. Seat	\$11,549.00	\$9,585.67	17%
5902172	ISX800, 60, B27 E OX, NA	27 gross hp* Briggs & Stratton CXi Series E OX w/ 60" Deck & Sus. Seat	\$10,849.00	\$9,004.67	17%

### ISX2200Z Zero-Turn

5902090	ISX2200, 52, K26 E, NA	26 gross hp** Kawasaki FT730V <b>EFI ETC</b> w/ 52" Deck & Sus. Seat	\$12,149.00	\$10,083.67	17%
5902080	ISX2200, 60, K26 E, NA	26 gross hp** Kawasaki FT730V <b>EFI ETC</b> w/ 60" Deck & Sus. Seat	\$12,849.00	\$10,664.67	17%
5902089	ISX2200, 52, K26, NA	25.5 gross hp** Kawasaki FX801V w/ 52" Deck & Sus. Seat	\$12,899.00	\$10,706.17	17%
5902079	ISX2200, 60, K26, NA	25.5 gross hp** Kawasaki FX801V w/ 60" Deck & Sus. Seat	\$13,649.00	\$11,328.67	17%
5902088	ISX2200, 52, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> w/ 52" Deck & Sus. Seat	\$13,199.00	\$10,955.17	17%
5902078	ISX2200, 60, V28 E OG, NA	28 gross hp* Vanguard 810cc <b>EFI OGS</b> w/ 60" Deck & Sus. Seat	\$13,999.00	\$11,619.17	17%

### IS2600Z Zero-Turn

5901929	IS2600, 61, Y24, NA	24 gross hp^ Yanmar Diesel w/ 61" Deck	\$21,449.00	\$17,802.67	17%
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### ISX3300Z Zero-Turn

5902067	ISX3300, 60, V36, NA	36 gross hp* Vanguard BIG BLOCK w/ 60" Deck & Sus. Seat	\$16,899.00	\$14,026.17	17%
5902161	ISX3300, 72, V36, NA	36 gross hp* Vanguard BIG BLOCK w/ 72" Deck & Sus. Seat	\$17,549.00	\$14,565.67	17%
5902066	ISX3300, 60, K31, NA	31 gross hp** Kawasaki FX921V w/ 60" Deck & Sus. Seat	\$17,149.00	\$14,233.67	17%
5902065	ISX3300, 60, K38 E, NA	38.5 gross hp** Kawasaki FX1000V <b>EFI ETC</b> w/ 60" Deck & Sus. Seat	\$18,649.00	\$15,478.67	17%
5902160	ISX3300, 72, K38 E, NA	38.5 gross hp** Kawasaki FX1000V <b>EFI ETC</b> w/ 72" Deck & Sus. Seat	\$18,849.00	\$15,644.67	17%
5902064	ISX3300, 60, V40 EE OG, NA	40 gross hp* Vanguard BIG BLOCK <b>EFI ETC OGS</b> w/ 60" Deck & Sus. Seat	\$18,299.00	\$15,188.17	17%
5902145	ISX3300, 72, V40 EE OG, NA	40 gross hp* Vanguard BIG BLOCK <b>EFI ETC OGS</b> w/ 72" Deck & Sus. Seat	\$18,999.00	\$15,769.17	17%

### IS6200Z Zero-Turn

5902162	IS6200, 72, C48, NA	48 gross hp^ CAT Turbocharged Diesel w/ 72" Deck & Sus. Seat	\$36,719.00	\$30,476.77	17%
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### Pro Cut "S" 3-Wheel Riders

5902106 w/ 5900632	PROCUT S, POWER, B27, NA w/ PROCUT S, 61, DECK, NA	27 gross hp* Briggs & Stratton CXi Series w/ 61" Deck	\$12,648.00	\$10,497.84	17%
5900533 w/ 5900632	PROCUT S, POWER, K24, NA w/ PROCUT S, 61, DECK, NA	24 gross hp** Kawasaki FS730V w/ 61" Deck	\$13,148.00	\$10,912.84	17%
5900533	PROCUT S, POWER, K24, NA	24 gross hp** Kawasaki FS730V Power Head	\$10,149.00	\$8,423.67	17%
5902106	PROCUT S, POWER, B27, NA	27 gross hp* Briggs & Stratton CXi Series Power Head	\$9,649.00	\$8,008.67	17%
5900632	PROCUT S, 61, DECK, NA	61" Deck Assembly	\$2,999.00	\$2,489.17	17%

\*All power levels are stated gross horsepower at 3600 rpm per SAE J1940 as rated by Briggs & Stratton.

\*\*All power levels are stated gross horsepower per SAE J2723 as rated by Kawasaki.

^Power levels rated by engine manufacturer.

This product DOES NOT meet California exhaust and evaporative emissions regulations. This product CANNOT be sold in California.

Prices are subject to change without notice.



March 11, 2024

Moberly Parks & Recreation

Attn: Dirk Miller

Ferris ISX3300 40 HP B&S Vanguard Oil Guard EFI-ETC 72" 5902145 Deck High Back Suspension Seat

MAP (minimum advertised price) Price	\$18,999.00
BuyBoard Price	<b>\$15,769.17</b>

Ferris ISX3300 40 HP B&S Vanguard Oil Guard EFI-ETC 60" 5902064 Deck High Back Suspension Seat

MAP (minimum advertised price) Price	\$18,299.00
BuyBoard Price	<b>\$15,188.17</b>

Totals:	2- 72" Mowers \$31538.34
	1- 60" Mower \$15188.17
	<b>\$46726.51</b>

Delivery Timeframe – 2 weeks after purchase.

Thank you for your consideration, we would be honored to do business with our park and recreation department.

*Andrea McKeown*

City of Moberly  
City Council Agenda Summary

WS #3.

Agenda Number:

Department: Administration

Date: March 18, 2024

**Agenda Item:** Consideration Of An Appointment To The Historic Preservation Commission.

**Summary:** In February 2024 the term of Doug Sharp expired on the Historic Preservation Commission board. Mr. Sharp has submitted a letter stating that he does not wish to be reappointed to the board. Advertisement was done, and three applications were received from Jane Loeber, Nora Moenck, and Anne Jansen.

We also have a vacant position on the board from the death of Carolee Hazlet. At this time, we have two vacancies on the board.

**Recommended Action:** Direct staff to bring to the April 1<sup>st</sup> Council meeting to confirm appointments.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☒ Correspondence

☐ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☐ Proposed Resolution

☐ Attorney's Report

☐ Petition

☐ Contract

☐ Budget Amendment

☐ Legal Notice

☐ Other\_\_\_\_\_

Role Call      Aye      Nay

Mayor

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

\_\_\_\_\_

\_\_\_\_\_

Council Member

M\_\_\_ S\_\_\_ Lucas

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Passed

Failed



**Shirley Olney**

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**From:** Doug Sharp <dougsharp@c21mckeown.com>  
**Sent:** Thursday, March 7, 2024 2:46 PM  
**To:** Shirley Olney  
**Subject:** RE: Historic Preservation

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After thinking about it, I believe I will step down , with the store and a few health issues I have going, I need to take a little more time for us and myself. Thanks tho ...

*Doug Sharp*

Realtor Century 21 McKeown & Assoc.  
660-651-5401

"If you think you can you can,  
If you think you can't you are right."  
Mark Twain

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**From:** Shirley Olney [mailto:shirleyo@cityofmoberly.com]  
**Sent:** Thursday, March 7, 2024 2:32 PM  
**To:** Doug Sharp (dougsharp@c21mckeown.com)  
**Subject:** Historic Preservation

Doug

Have you decided on Historic Preservation?

Shirley Olney  
Executive Assistant  
660-269-7662  
660-269-8171

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: Historic Preservation Date: 2/22/24  
 Your Name: Nora Moenck Street Address: 310 Hill Crest Dr.  
 Phone number(s): (evening) 660 414 5967 (day) 660 414 5967  
 Email: moencknora1@yahoo.com

Do you live within the corporate limits of City of Moberly? ☒ Yes / No 66 yrs.  
 How long have you been a resident of City of Moberly? 66 yrs.  
 Occupation: Retired / Sales dept. Employer: Leaf Financial

**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?

I have a love of history. I have always been interested in Moberly history. I have a fairly good amt of Moberly vintage antiques which has always kept me involved in knowing more.

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

Communication Skills I always want to learn more  
Organization  
Computer / Research Skills

**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. Charlie Peel Phone: 573 721 7657
2. Amanda Miller Phone: 660 651 5933
3. Rence O'Keefe Phone: 573 356 8783

Nora Moenck  
 Signature of Applicant

\*Additional Information may be attached to this form.

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

City of

*Moberly!***Board/Commission Application Form**

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

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

Name of Board or Commission: Historic Preservation Date: 2/21/24  
 Your Name: Jane Loeber Street Address: 1215 Cedar Ridge Dr. Moberly  
 Phone number(s): (evening) (same) (day) 660-651-9106  
 Email: Jane @ Ask Advantage .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? est. 35 years  
 Occupation: real estate broker Employer: Advantage Real Estate

**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?

Real estate broker all my career. 31+ years.  
Business / property owner in downtown district  
Served on Chamber board 2 times past president of  
Chamber 2 years - Joined Main Street Moberly just  
prior to its demise... I worked on setting up a catalog of downtown  
 What particular contributions do you feel you can make to this board or commission? business/owner/contact info.  
I know a lot of people. I know a lot of things  
I believe in our community and want to be a part of  
positive things.

**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. April Moran Phone: 816-456-4306
2. Richard Warren Phone: 660-651-2420
3. Troy Bock Phone: 573-397-3225

Jane Loeber  
 Signature of Applicant

\*Additional Information may be attached to this form.

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



## 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: Historic Preservation Board Date: 03/01/2024

Your Name: Anne Janen Street Address: 817 S. Clark Street

Phone number(s): (evening) 314-520-8388 (day) 314-520-8388

Email: ajsoftail@gmail.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? 2 years and 6 months

Occupation: 15 Year Business Owner/Artist and Past Legal Admin Employer: Self-Employed

**Optional Questions (use back of application if necessary)**

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

→ Please see attached sheets for answer to this question

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

→ Please see attached sheets for answer to this question

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

1. \_\_\_\_\_ Phone: \_\_\_\_\_
2. \_\_\_\_\_ Phone: \_\_\_\_\_
3. \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Applicant

3/1/2024

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Mo

Anne Jansen - Owner of the Valentine Riegel Home at 817 S. Clark Street, Moberly, Missouri 65270  
2024 ATTACHMENT TO HISTORIC PRESERVATION BOARD/COMMISSION APPLICATION

**WHAT EXPERIENCE AND/OR SKILLS DO YOU HAVE THAT MIGHT ESPECIALLY QUALIFY YOU TO SERVE ON THIS BOARD OR COMMISSION?**

---

I bring a wealth of experience and skills that uniquely qualify me to serve on the historic preservation board. With over three decades of dedicated stewardship, I have personally owned and rehabilitated four historic homes across different communities and states. This hands-on experience has instilled in me a deep appreciation for the importance of preserving our architectural heritage. Furthermore, my recent acquisition of the Valentine Riegel home in Moberly underscores my commitment to preserving local history.

As a business owner, I have honed my skills in financial management, strategic planning, and resource allocation, which are invaluable assets in navigating the complexities of preservation projects. Additionally, my bachelor's degree in business administration and my career in the legal arena has equipped me with a strong foundation in research methodologies and critical analysis, facilitating my ability to delve into historical data and assess preservation needs with rigor and accuracy.

In addition to my practical endeavors, I have actively engaged with historic preservation efforts in various capacities. As a member of the Midtown Community Association in St. Charles and serving also as their Secretary for two years, I contributed to promoting historic preservation initiatives and advocating for the designation of our community as a Certified Local Government (CLG). Furthermore, my involvement in Quincy, Illinois, where I passionately opposed the demolition of an Italianate home by speaking to the Board and later interviewed by the local news station, I demonstrated my advocacy for protecting historic structures on a broader scale.

Moreover, I possess a comprehensive understanding of grants and funding mechanisms available for preservation projects, acquired through hands-on research and application processes for my 3<sup>rd</sup> historic property. This expertise enables me to assist with, identify and secure vital resources to support the preservation board's objectives effectively going into the future. Overall, my multifaceted experience, combined with my strategic business acumen and commitment to research-driven decision-making, make me an ideal candidate for the board.



Anne Jansen - Owner of the Valentine Riegel Home at 817 S. Clark Street, Moberly, Missouri 65270  
2024 ATTACHMENT TO HISTORIC PRESERVATION BOARD/COMMISSION APPLICATION

### WHAT PARTICULAR CONTRIBUTIONS DO YOU FEEL YOU CAN MAKE TO THIS BOARD OR COMMISSION?

If appointed to the historic preservation board, I am poised to make significant contributions that align with the board's mission and objectives. Drawing on my extensive background in stewardship, I aim to serve as a vocal advocate for the preservation of Moberly's rich architectural heritage. My firsthand experience in rehabilitating historic homes uniquely positions me to offer practical insights and solutions to preservation challenges. As a business owner and having lived in a community that developed a major "Main Street", I understand the importance a city's business districts play and the role that preservation plays in accomplishing a thriving downtown area that contains historic structures.

Furthermore, I am committed to fostering community engagement and awareness surrounding historic preservation. Leveraging my expertise in marketing and event organization, I plan to spearhead initiatives that promote public appreciation for Moberly's historic structures and also to utilize my stewardship of the Valentine Riegel home, a George F. Barber design, to further educate and bring awareness to preservation. By facilitating educational programs, workshops, and heritage tours, we can cultivate a sense of pride and ownership among residents, thereby strengthening support for preservation efforts.

Moreover, I bring a proactive approach to advocacy, as evidenced by my past involvement in Quincy, Illinois, where I rallied against the demolition of a significant historic home. I am dedicated to ensuring that Moberly's architectural treasures are not only protected but also celebrated as vital elements of our community identity.

In conclusion, my comprehensive understanding of historic preservation principles, combined with my strategic skills and unwavering passion, uniquely qualify me to contribute meaningfully to the historic preservation board. I am eager to lend my expertise to safeguarding Moberly's heritage for generations to come.

Thank you for your consideration of my application.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.  
Department: Administration  
Date: March 18, 2024

**Agenda Item:** Consideration Of Two Appointments To The Tourism Advisory Commission.

**Summary:** Janie Riley's term has expired on the Tourism Advisory Commission Board as of March 2024. Ms. Riley has stated she does not wish to be reappointed.

Ryan Blackwell has submitted his resignation to the commission as well.

Sarah Graff was the Chamber of Commerce representative; however, she has submitted her resignation from the position on the Tourism Board. The Chamber of Commerce board would like to appoint Mike Skubic as the new Chamber representative on the Tourism Commission board.

Advertising has been done and only one application has been received from Cristina Wright.

**Recommended**

**Action:** Direct staff to bring to the April 1<sup>st</sup> Council meeting for appointments.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed

**Shirley Olney**

---

**From:** jlriley <jlriley@artsappliance.com>  
**Sent:** Monday, February 12, 2024 11:39 AM  
**To:** Shirley Olney  
**Subject:** RE: Appointment

Shirley, it's time I resign. Get a younger person involved. I have enjoyed my time with Tourism, but it's time for others to step up. I won't be able to attend tomorrow's meeting.

Janie Riley

Janie Riley

----- Original message -----

From: Shirley Olney <shirleyo@cityofmoberly.com>  
Date: 2/12/24 11:26 AM (GMT-06:00)  
To: Janie Riley <jriley@artsappliance.com>  
Subject: Appointment

Janie,

Your term on the Tourism Advisory Commission is up here in February. I am slacking and just realized that. If you would like to be reappointed to the commission. Would you complete the attached document and send back to me.

Thank you.

Shirley Olney

Executive Assistant

660-269-7662

660-269-8171

**Shirley Olney**

---

**From:** Ryan Blackwell <Blackwellryan5@outlook.com>  
**Sent:** Tuesday, February 27, 2024 12:00 PM  
**To:** Shirley Olney  
**Subject:** Tourism commission resignation

[You don't often get email from blackwellryan5@outlook.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

I, Ryan Blackwell on February 27th 2024 resign my position on the tourism commission for the city of Moberly, MO.

Sent from my iPhone



**Moberly Area Chamber of Commerce**  
211 West Reed Street | Moberly, MO 65270  
phone 660.263.6070 | fax 660.263.9443  
[www.MoberlyChamber.com](http://www.MoberlyChamber.com)

March 7, 2024

Dear Members of the Moberly Tourism Commission,

The Chamber of Commerce Board of Directors recommends our Board Vice President, Mike Skubic for the Moberly Tourism Commission as our representative from the Chamber. Mike's leadership on the Chamber's Board has shown his dedication to our community's growth. His understanding of tourism's ability to impact economic growth and commitment to community service make him an ideal candidate for this role.

Sincerely,

A handwritten signature in blue ink that reads "Megan Schmitt". The signature is fluid and cursive.

Megan Schmitt, Executive Director  
Moberly Area Chamber of Commerce



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: Moberly Tourism Advisory Board Date: February 22, 2024

Your Name: Cristina Wright Street Address: 612 West Lee Street

Phone number(s): (evening) (816) 718-4085 (day) (660) 269-2600

Email: wrightcristina08@gmail.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? 1 year

Occupation: Superintendent Employer: Moberly School District

**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?

As a new resident, I was drawn to Moberly for the beautiful parks, walking trails, and small town lifestyle. Situated between KC and STL while only a few miles north of Columbia, Moberly offers extraordinary opportunities to attract visitors and new residents of all ages. I would be thrilled to partner in the effort to help Moberly thrive while highlighting our unique attributes -- celebrating our rural qualities while embracing growth opportunity. I have 12 years of experience working with Boards as superintendent, and I can add the perspective of the needs of local families.

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

I can contribute to the governance process, resources acquisition, procurement protocol, grant writing, experience growing up in Gladstone, a suburban setting, residing and working in urban Kansas City, and residing and working in rural communities. My husband is retired from active duty with the US Army and works as a retired civilian at Fort Leonard Wood, so we are accustomed to travel and engagement with military families.

***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. Trudie Barnett Phone: 660-651-5855
2. Heather Cleavinger Phone: 660-353-1070
3. Troy Bock Phone: 660-998-0139

Cristina Wright  
Signature of Applicant

\*Additional Information may be attached to this form.

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

City of Moberly  
City Council Agenda Summary

Agenda Number: 

WS #5.

  
Department: Administration  
Date: March 18, 2024

Agenda Item: A Cooperative Agreement For Car Cruises.

Summary: For the last two years the Chamber and the Community Betterment organizations have organized car cruise Friday nights sponsored by the Downtown CID. The City has made the Fennel event space available on four Friday evenings for this event. The CID will help fund the event.

Recommended Action: To authorize approval of this Agreement by Ordinance during the April 1, 2024, City Council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☒ Correspondence

☐ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☐ Proposed Resolution

☐ Attorney's Report

☐ Petition

☐ Contract

☐ Budget Amendment

☐ Legal Notice

☐ Other

Roll Call      Aye      Nay

Mayor

M\_\_ S\_\_ Brubaker

Council Member

M\_\_ S\_\_ Lucas

M\_\_ S\_\_ Kimmons

M\_\_ S\_\_ Jeffrey

M\_\_ S\_\_ Kyser

Passed

Failed

## COOPERATION AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections [67.1401 through 67.1571](#) of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

### RECITALS

**A.** Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

**B.** The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on [Exhibit A](#), attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

**C.** As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on [Exhibit B](#), attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

**D.** The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

### AGREEMENT

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

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize, promote, and administer discrete public events consisting of a car cruise event with live music and cash bar (the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2023 and hours of operation shall be as follows:

Car Cruise Events:	Friday, May 10;
	Friday, June 14;
	Friday, July 12; and
	Friday, August 9;
	Homecoming 2024.

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties’ reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the

City and the District promptly upon a determination to cancel. In any such event, the City and the District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

**3. Public Support; Sources and Uses of Funds.** The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

\$250 per Event Date (total \$1,000) for advertising and promotion expenses; and  
\$7,950 single allowance for securing live music (for a grand total of \$8,950).

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

**4. Insurance; Mutual Waiver and Release.** The City and MCB shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

**5. Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

**6. Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such



Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

7. **Notices.** All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to MCB:	Moberly Community Betterment 101 West Reed Street Moberly, Missouri 65270 Attention: President and Board of Directors
If to the City	City of Moberly 101 West Reed Street – City Hall Moberly, Missouri 65270 Attention: City Manager
If to the District:	Downtown Moberly Community Improvement District 101 West Reed Street Moberly, Missouri 65270 Attention: Chair and Board of Directors
with a copy to:	Cunningham, Vogel & Rost, P.C. 333 South Kirkwood Road, Suite 300 St. Louis, Missouri 63122 Attention: Lyndee J. Rodamaker, Esq.

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

9. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City or the District.

11. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or

agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

**12. Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

**13. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**14. Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each 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 or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

**IN WITNESS WHEREOF**, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

#### MOBERLY COMMUNITY BETTERMENT

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

ATTEST:

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

**CITY OF MOBERLY, MISSOURI,**

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

ATTEST:

By: \_\_\_\_\_  
Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY  
IMPROVEMENT DISTRICT**

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

ATTEST:

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

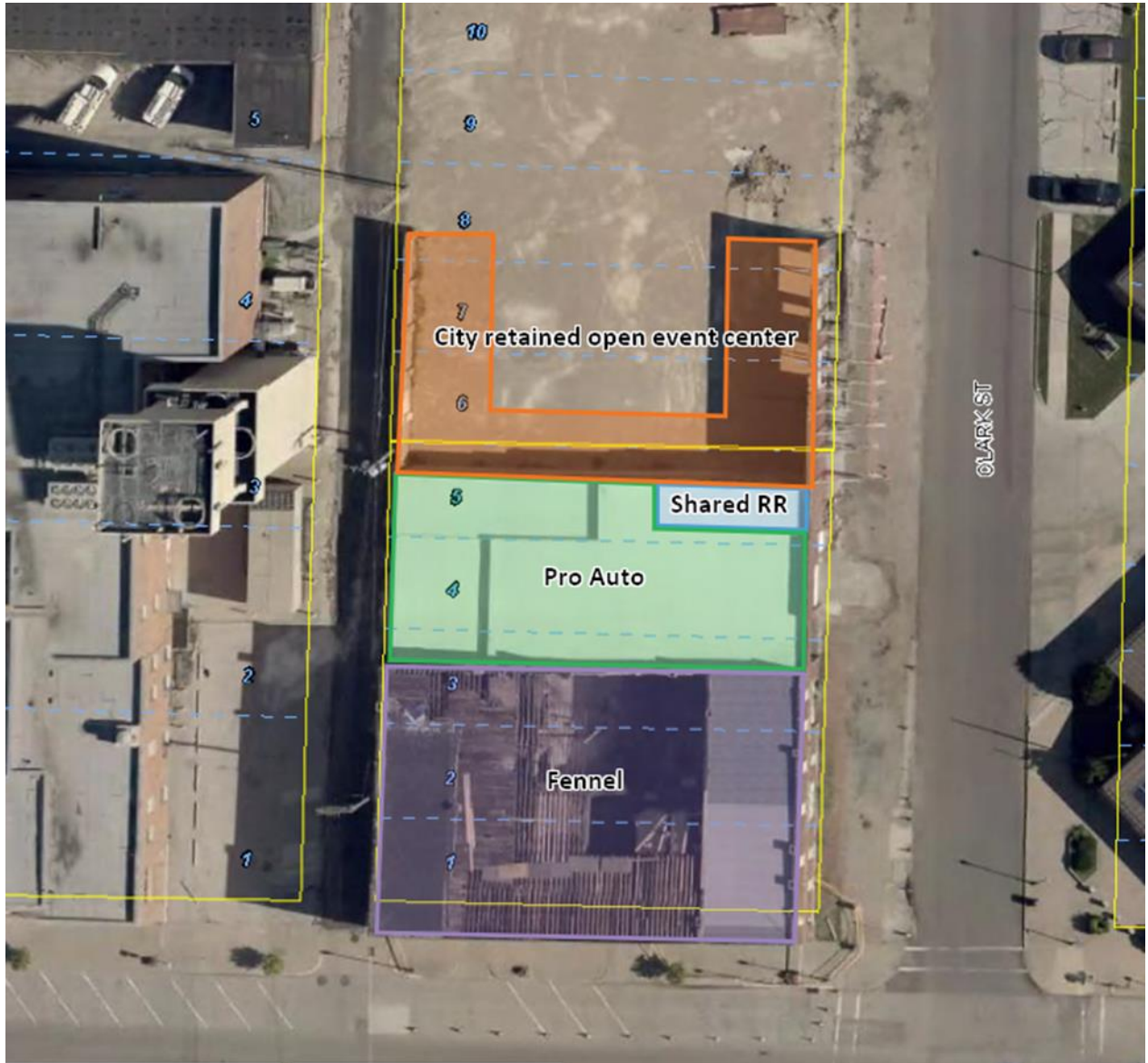
EXHIBIT A

## FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B  
EVENT SPACE



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** March 18, 2024

**Agenda Item:** A Resolution Approving Socket To Provide Fiber Optic Line To The Dameron Street Radio Tower.

**Summary:** Socket was approved to provide fiber optic services to replace the old copper ATT T-1 lines between dispatch and the Rollins Street Water tower antenna site. With the construction of the new radio tower on Dameron Street, another fiber optic line will be needed to connect dispatch to the Dameron Street Tower. When completed, we will have a fiber optic connection to both the Rollins Street water tower antenna and the Dameron Street radio tower. Each will cost \$695.00 per month, for a total of 1,390.00 per month. ATT had recently provided their cost of over 1,000 a month for a fiber connection to the Rollins Street site. As Socket was chosen for that project and already does business with the City of Moberly a second request for bids for the Dameron Street line was not solicited.

**Recommended Action** Approve the request at the next Council Meeting.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

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

Passed Failed



### Socket Summary

Location	Pricing	Term
300 N Clark St Police Moberly, MO 65270	\$347.50	monthly charge
	\$0.00	non-recurring charge
	\$854.58	non-recurring charge (waived)
520 Dameron St Moberly, MO 65270	\$347.50	monthly charge
	\$0.00	non-recurring charge
	\$4,514.00	non-recurring charge (waived)

### Contract Total

Location	Pricing	Term
Charges For All Packages	\$695.00	monthly charge
	\$0.00	non-recurring charge
	\$5,368.58	non-recurring charge (waived)

### Notices

- \* Pricing is valid for thirty days.
- \* Pricing does not include applicable taxes and surcharges.
- \* Socket will provide service to the point of demarcation at the customer premise. Any wiring beyond this point will be the responsibility of Customer.
- \* Customer will be responsible for cancelling current services. Socket will notify Customer when services with prior service provider can be cancelled.

### Location Summary

#### 300 N Clark St Police Moberly, MO 65270 Dedicated Point to Point

Data Services	Qty	Pricing	Term
Fiber Bandwidth Not Certified, Internet Traffic - 10Mbps/10Mbps	1	\$347.50	monthly charge
Other Fees	Qty	Pricing	Term
Waived Setup Fee	1	\$854.58	non-recurring charge (waived)





Location Summary

520 Dameron St Moberly, MO 65270 Dedicated Point to Point

Data Services	Qty	Pricing	Term
Fiber Bandwidth Not Certified, Internet Traffic - 10Gbps/10Gbps	1	\$347.50	monthly charge
Other Fees	Qty	Pricing	Term
Waived Setup Fee	1	\$4,514.00	non-recurring charge (waived)

This Telecommunications Service Contract ("TSC") sets out the Terms and Conditions for regulated telecommunications services and non-regulated data and ancillary services ("Services"). This contract is made by and between Socket Telecom, LLC ("Socket" or "Seller") and City of Moberly ("Customer" or "Buyer").

1. Term - This contract shall be effective as of date the TSC is approved and accepted by Seller (the "Effective Date") as reflected on the Contract: Summary of Service. The contract shall remain effective for a period of 36 months after the Service Delivery Date. The Service Delivery Date shall be the date upon which service is ready to be activated. At the end of the Term, unless previously terminated by either party by providing 30 days prior written notice, the terms and conditions contained in this contract will remain in full force and effect until terminated by either party by providing at least thirty (30) days prior written notice to the other party.
2. Socket will provide the Services specified in the Contract: Summary of Service. Socket may provide some or all of the specified Services through an affiliate, subsidiary, or subcontractor. Socket shall use reasonable efforts to provision necessary facilities to provide the specified Services. In the event suitable facilities are unavailable or special construction is required, the Seller reserves the right to refuse service or assess additional non-recurring construction charges beyond normal installation charges. In the event the Seller seeks to assess special construction charges, the Customer will have the option of paying the charges or declining service prior to any work taking place.
3. Customer agrees to pay special construction, installation, non-recurring, and recurring charges as specified in the Contract: Summary of Service. Socket will bill in full monthly increments with no proration for partial service periods when service ends in the middle of a billing cycle.
4. Services will be invoiced monthly. Payment is due 20 days after date of invoice. Accounts are in default if payment is not received within 45 days after date of invoice. If Customer's payment is returned to Socket, unpaid customer is immediately in default and subject to a \$25 return check charge from Socket. Accounts in default may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay Socket its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. In the event the Customer terminates Services prior to the end of the Term, the customer agrees on the next monthly bill to pay Socket, as liquidated damages and not as a penalty, the amounts set forth as follows:
  - \* For all non-hosted Services, customer agrees to pay an amount equal to 75% of the monthly payments remaining on the term period and all previously waived and/or unpaid set up and installation charges.
  - \* For Hosted Services, customer agrees to pay an amount equal to 100% of the monthly payments remaining on the term period for the Hosted Services.The customer agrees that the actual damage to Socket is difficult to ascertain and that the amounts fixed for liquidated damages are a reasonable estimate of the actual reduction in value of this TSC that Socket will sustain. Any modification or changes in Services requires the written approval of Seller. Customer must provide cancellation notice in writing.
6. All regulated services are provided subject to the terms of the applicable tariff or tariffs and Socket's Acceptable Use Policy ("AUP"), which are herein incorporated by reference. In the event the rate or rates for a regulated service or services specified in the applicable tariff is changed, Socket will provide advance notice of the increase to the Customer. In the event that Socket increases the rate charged to the Customer for a regulated service during this Term, the Customer will have the option to terminate the services without incurring any early termination charges. Customer must exercise such option within 30 days of the date of the first invoice applying the increased rate. In the event of a conflict between tariffs and this TSC, the terms of the tariff shall prevail.

7. All transport services will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting to designate them as such in this Order above, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Carrier-provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
8. Customer agrees to provide sixty (60) days advance notice to Socket if Customer seeks to move Services to a different location. Socket may either (a) allow Customer to provide 60 days advance notice to move Services to new location and pay any applicable installation charges or (b) terminate affected Services if Customer is moving to location where Socket does not provide Services. If Customer moves services, Customer will be required to enter into a new TSC for such new location for a Term equal to or greater than the Term of the original TSC. Monthly charges may also be affected. In the event Socket terminates affected Services or customer does not enter into a new TSC for a Term equal to or greater than the Term of the original TSC, Socket will apply the liquidated damages set forth in Section 5 for the terminated location. Customer agrees to pay the cost and expenses, if any, incurred by Socket to cancel the terminated circuit, including without limitation, any applicable third-party terminating liability charges.
9. All taxes and government-approved fees will be added to Customer's bill. Any customer Exemption from any taxes or government fees requires proper documentation before the Exemption can apply. Exemptions for billing prior to proper documentation being provided will not be credited.
10. The services provided under this contract may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or regulation is prohibited. This includes, but is not limited to, transmission of materials in violation of copyright protections, material legally judged to be threatening or obscene, or material in violation of trade laws or trade secret protections. Customer agrees to indemnify, defend, and hold harmless Socket from any claims resulting from customer's use of the service or breach of these Terms and Conditions or Socket's Acceptable Use Policy which result in damage to Customer or another party.
11. In compliance with FCC rules, Socket will not release a customer's Customer Proprietary and Network Information to any non-affiliated company without the customer's consent and will take appropriate measures to safeguard that information from unauthorized disclosure.
12. Socket shall use reasonable efforts to make Services available by the estimated Service Delivery Date. Socket shall not be liable for any damages whatsoever for late delivery, including delays incurred for reasons beyond the reasonable control of Socket such as casualty, condemnation, loss of rights-of-way, delays in obtaining necessary regulatory approvals, and weather related delays in actual construction work (Force Majeure Events). If Customer is not ready to accept Socket Services on the actual Service Delivery Date, Socket shall nevertheless commence billing.
13. Socket disclaims all express or implied warranties, obligations, or liabilities, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except for any limited warranties expressly set forth herein or in the applicable tariffs. The products, including software, are provided as is without warranty of any kind, either express or implied. Socket does not warrant that equipment sold, if any, including software and security software, will be uninterrupted or error free in its operation or prevent third party hacking or access to customer's networks. Socket shall not be liable for loss of data, the inability to use data, or damage or expense arising from the use or inability to use the service, either separately or in combination with any other system, whether or not Socket has received notice of the possibility of such damages.



14. Customer is responsible for returning Customer Premise Equipment furnished by Socket in good working condition upon the termination of service. In the event the Customer does not return Customer Premise Equipment, Customer will be billed by Socket for the cost of Customer Premise Equipment. In the event Customer Premise Equipment is damaged or destroyed, Customer is responsible for the cost of replacing Customer Premise Equipment. Customer Premise Equipment that Socket uses in the normal course of business is subject to a 10% restocking fee while Customer Premise Equipment that Socket does not stock in the normal course of business will be subject to a 25% restocking fee in the event Customer cancels service prior to the turn up of service.
15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. This Agreement constitutes a legally enforceable contract between the Buyer and Seller hereto and shall be construed, interpreted, and governed by, the laws of the State of Missouri, with Boone County as the proper and accepted Venue.
16. Customer gives Socket, its vendors, or contractors all necessary rights of access and entry to the property to install, provide, maintain, repair, and upgrade Services. In the event that Socket, its vendors, or contractors install fiber-optic facilities and related equipment to serve Customer, Customer gives Socket permission to place such facilities in existing conduits and riser facilities if Socket determines such existing conduits and riser facilities have sufficient capacity. Customer also gives Socket the right to connect to and use existing customer-owned cabling. Customer may not modify, move, remove, alter, use, occupy, or damage Socket's facilities, including Socket installed conduits, without the prior written consent of Socket.

**Customer hereby agrees to the Terms and Conditions, Authorization to Change Service Provider(s) and other provisions of this Agreement.**

**Customer Authorization**

**Socket Authorization**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Socket Signature

\_\_\_\_\_  
Customer Printed Name/Title

\_\_\_\_\_  
Carson Coffman,  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.  
 Department: Community Development  
 Date: March 18, 2024

**Agenda Item:** A Resolution Authorizing Submission Of A Transportation Alternative Program Grant Application For Sidewalk Construction Along A Portion Of North Morley: North avenue To Allen Street.

**Summary:** The TAP programs have a max on federal funds of \$600k @ 80/20. Local funds would be \$150k, which could create a total project cost of \$750k to max out federal funds. If successful, for both, we could see up to \$300K match from the transportation trust fund, but it wouldn't come until 2026.

- Phase 2 on map
- North Avenue to Allen Street
- Taco Bell to Wood Hearing Center
- Approximate 2026 total project cost is ~\$743k
- Project length is ~1850 LF
- This section is shorter but has a lot of driveways

**Recommended Action:** Direct staff to bring to the April 1, 2024 regular City Council meeting for final approval.

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5406

**Available Budget \$:** 40,000.00

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>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input 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>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

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

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

**A RESOLUTION AUTHORIZING SUBMISSION OF A 2024 TRANSPORTATION ALTERNATIVE PROGRAM GRANT APPLICATION FOR SIDEWALK CONSTRUCTION ALONG NORTH MORLEY.**

**WHEREAS**, the Transportation Alternative Program (“TAP”) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act and is reauthorized under the FAST Act; and

**WHEREAS**, the City of Moberly has the opportunity to apply for TAP grant funds from the Missouri Department of Transportation to construct new sidewalks along North Morely from North Avenue to Allen Street; and

**WHEREAS**, previously the City has successfully obtained TAP grant funding for sidewalks on North Morley from Route 24 Highway to North Avenue; and

**WHEREAS**, the TAP grant program has a maximum federal contribution of \$600,000.00 with a local match of \$150,000.00. If awarded the City would be responsible for a total \$150,000.00 match using Transportation Trust Fund funding.

**WHEREAS**, City Staff recommends the submission of an application for grants funds up to \$600,000.00 with up to an 80/20 match for sidewalk construction.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, TO-WIT:**

**SECTION ONE:** The City Manager or his designee is hereby authorized to submit a grant application on the appropriate forms for TAP grants.

**SECTION TWO:** City Staff may seek grant funding up to \$600,000.00 with up to an 80/20 match requirement for the construction of new sidewalks along North Morley Street as described herein.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its passage and adoption and the City Manager is hereby directed to execute the grant application and to take such further actions as may be necessary to effectuate the purposes of this resolution.

**PASSED AND ADOPTED** by the Moberly City Council this 1st day of April, 2024.

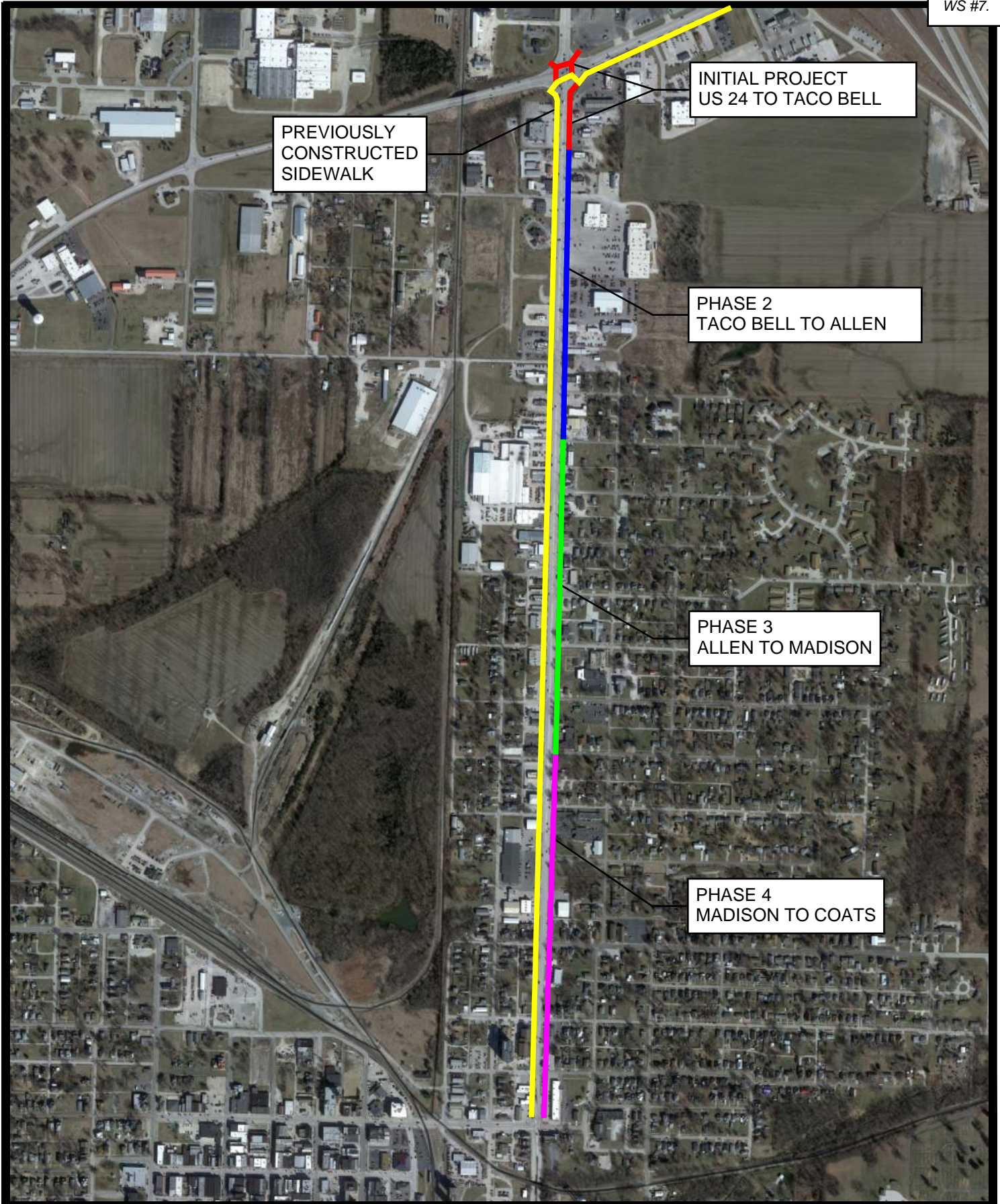
\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

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



Drawing Name: W:\Proj\19000\19254\19254.005\2023 TAP Application\Autocad\19254.005\_Moberly\_TAP\_Exhibits.dwg Layout Name: AREA MAP Plotted By: AKJ01272 Plotted on: 1/20/2023 2:02:01 PM







## Preliminary Engineer's Opinion of Probable Construction Costs

**Project:** Morley Street Sidewalk - North Avenue to Allen Street  
Moberly, Missouri

**Date:** March 18, 2024  
**Project No.:** 19254.005

Item No.	Description	Plan Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
202-20.10	Removal of Improvements	1	LS	25,000.00	\$ 25,000.00
203-99.01	Earthwork	1	LS	15,000.00	\$ 15,000.00
304-05.04	Type 5 Aggregate for Base (4 in. Thick) (Under paved approaches only)	2,243	SY	15.00	\$ 33,645.00
608-10.12	Truncated Domes	50	SF	40.00	\$ 2,000.00
608-50.08	Paved Approach, 8 IN.	2,243	SY	100.00	\$ 224,300.00
608-99.25	Concrete Sidewalk and Ramps	594	SY	90.00	\$ 53,460.00
609-10.10	Concrete Curb (6 IN. height) Type S	134	LF	100.00	\$ 13,363.00
616-99.01	Traffic Control	1	LS	10,000.00	\$ 10,000.00
618-10.00	Mobilization	1	LS	26,000.00	\$ 26,000.00
620-99.01	Pavement Markings	1	LS	2,500.00	\$ 2,500.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	8,000.00	\$ 8,000.00
805-10.00A	Seeding - Cool Season Mixtures	1	LS	6,000.00	\$ 6,000.00
806-99.01	Erosion Control	1	LS	3,000.00	\$ 3,000.00
	Contingency			20%	\$ 84,000.00
	Project Construction Cost (2024 construction)				\$ 506,268.00
	Project Construction Cost (2025 Construction) (4% inflation)				\$ 526,519.00
	<b>Project Construction Cost (2026 Construction) (4% inflation)</b>				<b>\$ 547,580.00</b>
	<b>Additional Project Costs</b>				
	PE Phase Engineering Assistance (survey, design, bidding)		20%		\$ 109,500.00
	Cultural Resource Survey			4,000.00	\$ 4,000.00
	CE Phase Engineering Assistance (part time)		15%		\$ 82,140.00
	ROW/Easements (assumed donated)				
	Utility Relocation (assumed none)				
	<b>Total Project Cost</b>				<b>\$ 743,220.00</b>

This project cost opinion was prepared using bid tabulation information available at the time of preparation and is prepared in good faith using engineer's judgment and experience. The engineer makes no guarantee as to the actual costs for construction. At the time of preparation, the third party utility relocation needs were unknown, and therefore, are not included in this estimate.

# City of Moberly

## City Council Agenda Summary

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

WS #8.

Department: Community  
Development

Date: March 18, 2024

**Agenda Item:** A Resolution Authorizing Submission Of A Transportation Alternative Program Grant Application For Sidewalk Construction Along A Portion Of North Morley: Allen Street To Madison Avenue.

**Summary:** The TAP programs have a max on federal funds of \$600k @ 80/20. Local funds would be \$150k, which could create a total project cost of \$750k to max out federal funds. If successful, for both, we could see up to \$300K match from the transportation trust fund, but it wouldn't come until 2026.

- Phase 3 on map
- Allen Street to Madison Avenue
- Wood Hearing Center to Hils Pharmacy
- Approximate 2026 total project cost is ~\$734k
- Project length is ~2225 LF
- This section has more side roads, but less driveways and overall we were able to reach a little longer

**Recommended Action:** Direct staff to bring to the April 1, 2024, regular City Council meeting for final approval.

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5406

**Available Budget \$:** 40,000.00

### ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	<u>x</u> Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

### Roll Call

Aye

Nay

### Mayor

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

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

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

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

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

Passed

Failed

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

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

**A RESOLUTION AUTHORIZING SUBMISSION OF A 2024 TRANSPORTATION  
ALTERNATIVE PROGRAM GRANT APPLICATION FOR SIDEWALK  
CONSTRUCTION ALONG NORTH MORLEY.**

**WHEREAS**, the Transportation Alternative Program (“TAP”) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act and is reauthorized under the FAST Act; and

**WHEREAS**, the City of Moberly has the opportunity to apply for TAP grant funds from the Missouri Department of Transportation to construct new sidewalks along North Morely from Allen Street to Madison Avenue; and

**WHEREAS**, previously the City has successfully obtained TAP grant funding for sidewalks on North Morley from Route 24 Highway to North Avenue; and

**WHEREAS**, the TAP grant program has a maximum federal contribution of \$600,000.00 with a local match of \$150,000.00. If awarded the City would be responsible for a total \$150,000.00 match using Transportation Trust Fund funding.

**WHEREAS**, city staff recommends the submission of an application for grants funds up to \$600,000.00 with up to an 80/20 match for sidewalk construction.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, TO-WIT:**

**SECTION ONE:** The City Manager or his designee is hereby authorized to submit a grant application on the appropriate forms for TAP grants.

**SECTION TWO:** City staff may seek grant funding up to \$600,000.00 with up to an 80/20 match requirement for the construction of new sidewalks along North Morley Street as described herein.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its passage and adoption and the city manager is hereby directed to execute the grant application and to take such further actions as may be necessary to effectuate the purposes of this resolution.

**PASSED AND ADOPTED** by the Moberly City Council this 1st day of April, 2024.

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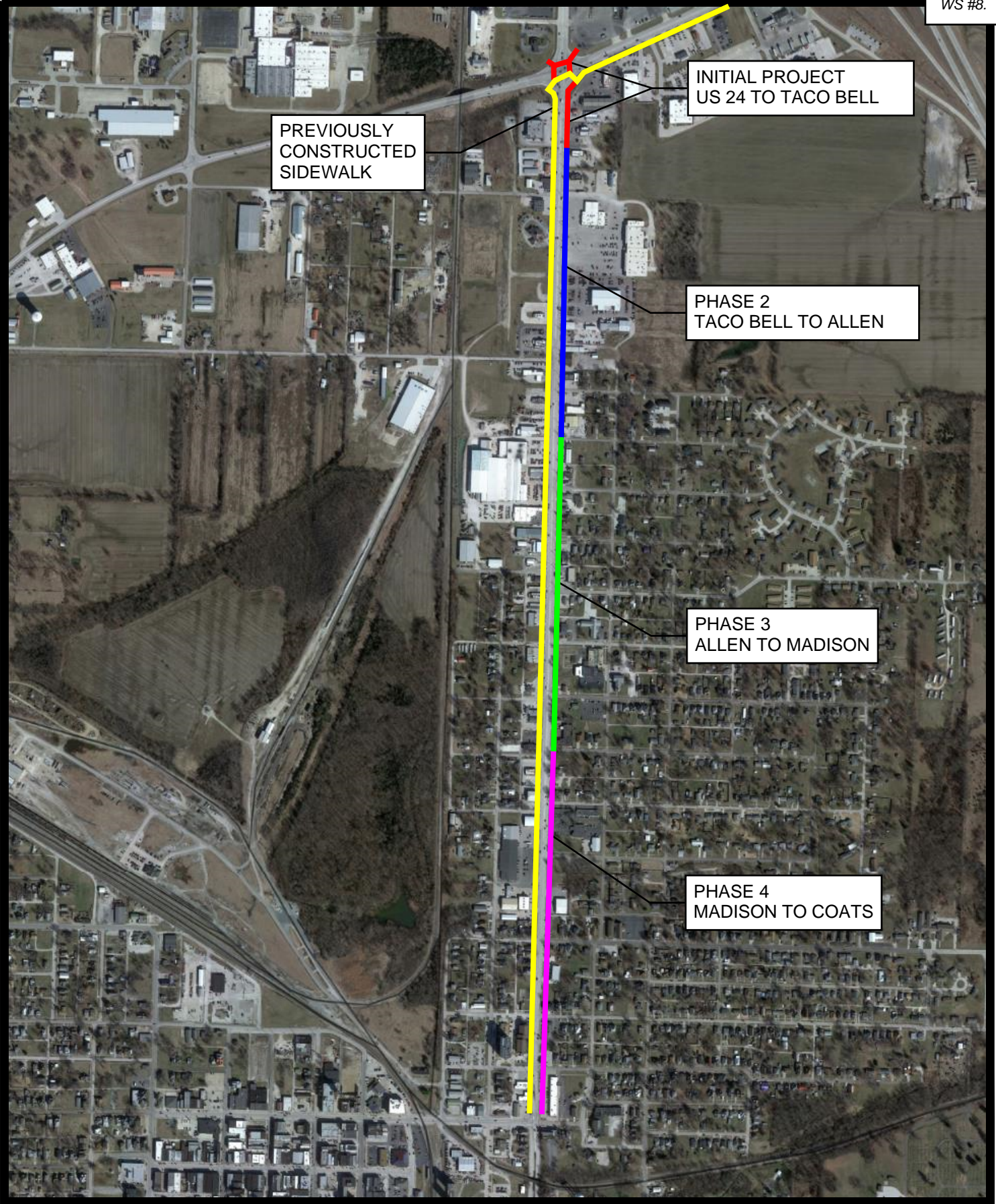
**Presiding Officer at Meeting**

**ATTEST:**

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**Shannon Hance, MRCC, City Clerk**





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 <a href="http://www.bartlettwest.com">www.bartlettwest.com</a>	<b>AREA MAP</b> <b>MORLEY STREET SIDEWALK</b> <b>MOBERLY, MO</b>	PROJ NO:	19254.005	SHEET NUMBER <b>1</b> OF 2
		DATE:	JANUARY 2023	



## Preliminary Engineer's Opinion of Probable Construction Costs

**Project:** Morley Street Sidewalk - Allen Street to Madison Avenue  
Moberly, Missouri

**Date:** March 18, 2024  
**Project No.:** 19254.005

Item No.	Description	Plan Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
202-20.10	Removal of Improvements	1	LS	25,000.00	\$ 25,000.00
203-99.01	Earthwork	1	LS	15,000.00	\$ 15,000.00
304-05.04	Type 5 Aggregate for Base (4 in. Thick) (Under paved approaches only)	1,857	SY	15.00	\$ 27,855.00
608-10.12	Truncated Domes	200	SF	40.00	\$ 8,000.00
608-50.08	Paved Approach, 8 IN.	1,857	SY	100.00	\$ 185,700.00
608-99.25	Concrete Sidewalk and Ramps	896	SY	90.00	\$ 80,640.00
609-10.10	Concrete Curb (6 IN. height) Type S	202	LF	100.00	\$ 20,150.00
616-99.01	Traffic Control	1	LS	10,000.00	\$ 10,000.00
618-10.00	Mobilization	1	LS	25,000.00	\$ 25,000.00
620-99.01	Pavement Markings	1	LS	2,500.00	\$ 2,500.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	8,000.00	\$ 8,000.00
805-10.00A	Seeding - Cool Season Mixtures	1	LS	6,000.00	\$ 6,000.00
806-99.01	Erosion Control	1	LS	3,000.00	\$ 3,000.00
	Contingency			20%	\$ 83,000.00
	Project Construction Cost (2024 construction)				\$ 499,845.00
	Project Construction Cost (2025 Construction) (4% inflation)				\$ 519,839.00
	<b>Project Construction Cost (2026 Construction) (4% inflation)</b>				<b>\$ 540,633.00</b>
	<b>Additional Project Costs</b>				
	PE Phase Engineering Assistance (survey, design, bidding)		20%		\$ 108,100.00
	Cultural Resource Survey			4,000.00	\$ 4,000.00
	CE Phase Engineering Assistance (part time)		15%		\$ 81,090.00
	ROW/Easements (assumed donated)				
	Utility Relocation (assumed none)				
	<b>Total Project Cost</b>				<b>\$ 733,823.00</b>

This project cost opinion was prepared using bid tabulation information available at the time of preparation and is prepared in good faith using engineer's judgment and experience. The engineer makes no guarantee as to the actual costs for construction. At the time of preparation, the third party utility relocation needs were unknown, and therefore, are not included in this estimate.

City of Moberly  
City Council Agenda Summary

Agenda Number: 

WS #9.

  
Department: Public Utilities  
Date: March 18, 2024

Agenda Item: ESS Contract For The WWTP Digester No. 1 Liner Replacement.

Summary: No sealed bids were received for this project. The city is sole sourcing the liner replacement to ESS. This project was budgeted for \$350,000. This ESS contract is for \$157,375.

Recommended  
Action: Staff recommends approval.

Fund Name: Wastewater Treatment

Account Number: 301.114.5502

Available Budget \$: 350,000

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☐ Correspondence

☐ Bid Tabulation

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

☐ Council Minutes

☐ Proposed Ordinance

☐ Proposed Resolution

☐ Attorney's Report

☐ Petition

☒ Contract

☐ Budget Amendment

☐ Legal Notice

☐ Other

Roll Call	Aye	Nay
<b>Mayor</b>		
M__ S__ <b>Brubaker</b>	__	__
<b>Council Member</b>		
M__ S__ <b>Lucas</b>	__	__
M__ S__ <b>Kimmons</b>	__	__
M__ S__ <b>Jeffrey</b>	__	__
M__ S__ <b>Kyser</b>	__	__
	Passed	Failed



DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Emery Sapp & Sons, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

WWTP Digester No. 1 Liner Replacement

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: WWTP Digester No. 1 Liner Replacement

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any



such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form:

WWTP DIGESTER NO. 1 LINER REPLACEMENT					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	\$15,500	\$15,500
2	DEMOLITION	1	LS	\$25,750	\$25,750
3	SLUDGE REMOVAL	3	CY	\$750	\$2,250
4	DIGESTER LINER	1	LS	\$100,000	\$100,000
5	LINER ANCHORS	75	EA	\$185	\$13,875
TOTAL PRICE BASE BID (Use Figures)					\$157,375

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
  - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
  - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - E. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.



## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
  2. Performance Bond
  3. Payment Bond
  4. General Conditions
  5. Supplementary Conditions
  6. Specifications as listed in the table of contents of the Project Manual
  7. Drawings with each sheet bearing the following general title: WWTP Digester Liner Replacement, City of Moberly, Missouri
  8. Addenda (numbers 1 to 1, inclusive)
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed
    - b. CONTRACTOR's Proposal dated February 23, 2024
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award
    - d. MDNR Construction Permit
  10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments
    - b. Work Change Directives
    - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.



WWTP DIGESTER NO. 1 LINER REPLACEMENT  
CITY OF MOBERLY, MISSOURI

WS #9.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

\_\_\_\_\_  
Mayor

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

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

APPROVED AS TO FORM:

[CORPORATE SEAL]

\_\_\_\_\_  
City Counselor

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**100% EMPLOYEE OWNED**

2301 I-70 Drive NW | Columbia, MO 65202 | o 573.445.8331 | f 573.445.0266

**Proposal**

<b>Attn: Tobin Lichti</b>			<b>Estimate No. 1324-041</b>	
Proposal Submitted To:	Phone	Fax	Cell	Bid Date
<b>City of Moberly</b>	<b>(309) 694-3120</b>			<b>23-Feb-2024</b>
Street	Job Name			
<b>101 West Reed St.</b>	<b>Moberly WWTF Digester No. 1 Liner Replacement</b>			
City, State, & Zip Code	Job Location			
<b>Moberly, MO 65270</b>	<b>Moberly, MO</b>			
E-Mail	Architect / Engineer	Date of Plans	Addenda Acknowledged	
<u>tobin.lichti@jacobs.com</u>	<b>Jacobs</b>	<b>1/13/2023</b>	<b>n/a</b>	
<b>WORK TO INCLUDE:</b>				

1) MOBILIZATION	1.00	LS	\$15,500.00	\$15,500.00
2) DEMOLITION	1.00	LS	\$25,750.00	\$25,750.00
3) SLUDGE REMOVAL	3.00	CY	\$750.00	\$2,250.00
4) DIGESTER LINER	1.00	LS	\$100,000.00	\$100,000.00
5) LINER ANCHORS	75.00	EA	\$185.00	\$13,875.00

**All Items Are Tied****Base Bid Total: \$157,375.00****Unit Pricing:**

Trench Rock Excavation: \$125.00 / CY Blasted, \$250.00 / CY Chipped

Mass Rock Excavation: To Be Negotiated

**Subject to ESS standard terms and conditions attached and to be incorporated into this proposal (3 Pages of Conditions)****SEE FOLLOWING PAGES FOR CLARIFICATIONS AND EXCLUSIONS****Proposal Exclusions/Clarifications***General Notes:*

- Both Pricing and Exclusions/Clarifications constitute our proposal.
- Proposal includes only pay items on list above.
- If a significant variance, as determined by Emery Sapp & Sons, Inc. is discovered from design revisions, Emery Sapp & Sons, Inc. reserves the right to adjust prices accordingly.
- Prices are based on performance of work by our open shop crews. We will not sign any union or Project Labor agreements in order to be able to work on this project.
- Excludes Insurance beyond Commercial liability (specifically pollution liability, OCP, builder's risk or asbestos / hazardous waste policies)
- Acquiring any temporary or permanent easements or right-of-way is not included in this proposal. If required, easements or right-of-way shall be obtained and paid for by Owner.
- Not responsible for situations caused by Force Majeure.
- Bond is included in the above proposal.
- Proposal based on Randolph County Annual Wage Order No. 30
- Excludes all permits and fees.
- Excludes all engineering, testing, quality control, and quality control systems.
- Excludes construction staking, layout, licensed professional surveys or as-builts
- Owner to provide adequate control points surrounding the site for GPS motor control and provide current AutoCAD file.
- Excludes all work related with hazardous materials
- Excludes all fences, guard rails, or handrails.



**100% EMPLOYEE OWNED**

2301 I-70 Drive NW | Columbia, MO 65202 | o 573.445.8331 | f 573.445.0266

**Proposal***Demolition:*

- Excludes all asbestos/hazardous abatement work or testing.
- Excludes saw cutting for other scopes.
- Excludes Removal or Demolition of any existing utilities.
- Excludes Relocation of existing utilities, unless specifically listed above
- All existing water in digester cell to be pumped into WWTP.

*SWPPP:*

- Excludes any SWPPP and temporary stormwater pollution control plans
- Excludes dewatering for other scopes of work.

*Grading:*

- Soil report not available at time of proposal. Not responsible for existing composition or structural properties of on-site material or work related in corrective measures of such on-site material
- This proposal does not include removal, relocation, recompaction, soil conditioning, soil manipulation, or backfilling of uncontrolled fill, unsuitable soils, frozen material, saturated material, or unyielding material if encountered on-site during construction
- Excludes all soil remediation/stabilization and work with unsuitable soils.
- Excludes re-work or repair of previously graded areas damaged or disturbed by other contractors.

*Utilities:*

- Excludes all work with any existing utilities.

*Pavement & Sidewalks:*

- Excludes any pavement repair or replacements.
- This proposal is based on the current prices for the materials provided. Unfortunately, the market and supply chain for the materials is volatile and sudden price increases, additional shipping charges, and delays could occur. Material availability and timely shipping are not guaranteed, therefore, Emery Sapp and Sons can not be liable for the delays or increases in price that may occur.
- Due to volatility of materials, proposal is good for 30 days.

**Submitted By:*****Curtis Shuman***

Emery Sapp &amp; Sons, Inc.

Phone: (573) 445-8331

Fax: (573) 446-4805

Mobile: (573) 489-9253

**Payments to be made as follows:****Estimates Monthly****Terms Net 15 Days**

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

**ESS Authorized Signature**



**100% EMPLOYEE OWNED**

2301 I-70 Drive NW | Columbia, MO 65202 | o 573.445.8331 | f 573.445.0266

**Proposal**

Signature

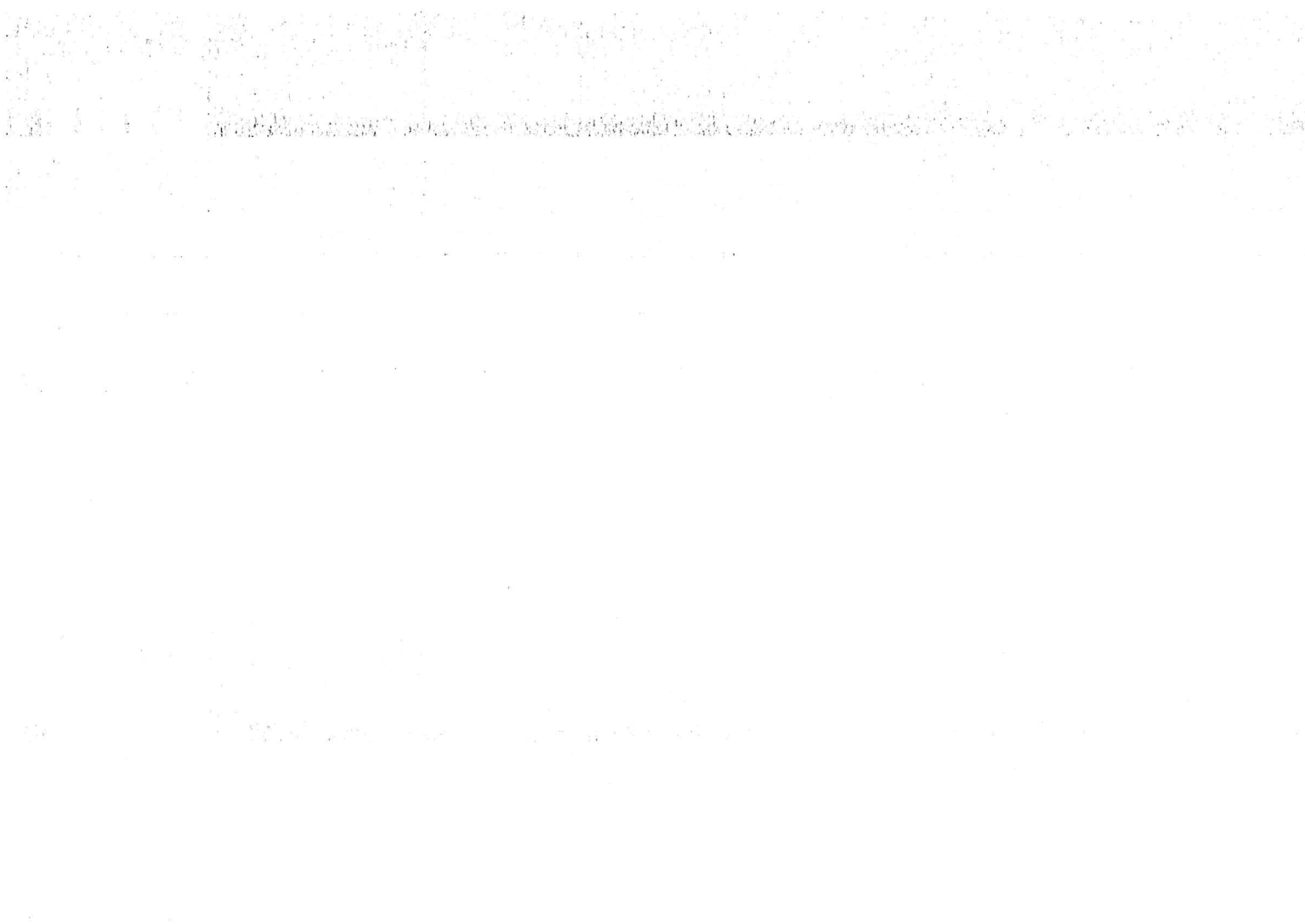
Date

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date







# Standard Terms & Conditions of Proposal

## Contractual Conditions

These Standard Terms and Conditions are not binding upon Emery Sapp & Sons, Inc. (ESS) until Customer has authorized ESS to commence work by execution of the Proposal.

## Financial Assurance

Customer shall, at the written request of ESS and before the commencement of the Work (or any time thereafter), furnish to ESS reasonable evidence that financial arrangements have been made to fulfill the Customer's obligations to pay ESS. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Customer shall not materially vary such financial arrangements without prior written notice to ESS.

## Warranty

Workmanship: ESS warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

**Entire Warranty:** THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**ESS's Obligation:** ESS shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of ESS's Work. ESS's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at Customer's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Customer from any cause, including defects covered by this paragraph.

**Exclusions:** This warranty does not cover any failure or defect resulting from:

- (1) Substrate deterioration or earth movement;
- (2) Harmful chemicals, fumes, or vapors;
- (3) Buried hazardous materials
- (4) Vandalism or physical abuse;
- (5) Lack of proper maintenance and repair;
- (6) Unauthorized penetrations or repairs;
- (7) Acts beyond the reasonable control of ESS, including without limitation, fire, flood, earthquake, tornado, explosions, Acts of God, or other catastrophic events.

**Notice:** Any warranty claim must be presented in writing to ESS within 12 months after the substantial completion of the ESS's Work, or the claim shall be waived.

## Terms of Payment

Payments are due within thirty days from the submission to Customer of an invoice or Application for Payment. A "late payment" charge of one and one-half percent (1-1/2%) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

## Permits

Unless otherwise provided in the Proposal, all building, construction, and other permits required for the Work shall be obtained by Customer at no cost to ESS. Customer shall be responsible for all cost attributable to any delays caused by the Customer's failure to obtain all required permits within the time frame anticipated in this Contract. In addition, the Customer shall be responsible for any and all inspections or tests required by regulatory agencies or code enforcement agencies, as well as corrective measures if required.

## Performance Dates

The performance schedule, if stated in the Proposal, is approximate and is not guaranteed by ESS. ESS shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond ESS's reasonable control, and the date of performance shall be adjusted for any such delays. Further, ESS shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

- 1 -



# Standard Terms & Conditions of Proposal

## Scope Limitations

Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from ESS's Work. Any item which is not specifically made a responsibility of ESS in this Contract is specifically excluded.

## Contract Amendments

Either ESS or Customer may propose changes to the Work, and such changes shall be incorporated into the final design as long as proper adjustments in price and schedule are made.

The following contract amendment procedure is to be used for work performed for the Customer by ESS, which is beyond the Scope of the signed Proposal.

- A. As proposed changes are identified and before any work is done, ESS and the Customer will review and agree on the work to be performed.
- B. An Extra Work Order will be completed with regard to scope and price and any schedule impact.
- C. ESS will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided upon request by Customer.

## Facility/Site Conditions

Customer shall provide adequate working and storage areas, utilities, and reasonable access to the job site. Customer shall pay any additional costs incurred by ESS as a result of variations in the conditions of the project or site (including but not limited to conditions that were not anticipated by ESS.)

## Drawings

Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of ESS. ESS shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes. Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by ESS as a result.

## Use of Specifications and Drawings

ESS shall make no use of the specifications, drawings, or other documents except in connection with this Contract.

## Indemnification

Customer agrees to defend and indemnify ESS against any loss or expense from any claim or suit against ESS as a result of any personal injury or property damage caused by the negligence of Customer or its agent, employees, or suppliers.

ESS agrees to indemnify Customer for any loss or expense from any claim or suit against Customer as a result of any personal injury or property damage caused by the negligence of ESS or its agents or employees.

Neither party shall be required to indemnify the other party for the other party's negligence.

## Customer's Insurance

Customer will procure and maintain the appropriate insurance for the following: (a) Construction All Risk, (2) Commercial General Liability, and (3) Property/Casualty Insurance.

## ESS's Insurance

ESS will provide and maintain, until completion of the Work, Automobile liability insurance, general liability insurance, and workers' compensation insurance. Proof of insurance will be provided if requested.





# Standard Terms & Conditions of Proposal

## Limitation of Liability

In no event shall ESS be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non-operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of ESS to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ESS's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount.

## Cancellation

Upon cancellation of this Contract, Customer shall be responsible to ESS for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to ESS's receipt of notice or cancellation; (2) all costs incurred by ESS in connection with Work not completed at the time notice of cancellation is received; (3) ESS's full anticipated fee for this Contract; (4) all expenses incurred by ESS by reason of such cancellation, including costs arising from termination of subcontractors and vendors; and (5) ESS's reasonable attorney's fees incurred to enforce or defend this provision. This clause shall not limit nor apply to Customer's remedies in the event ESS shall breach or fail to perform any of the terms of this Contract; provided, however, that ESS's liability shall not exceed the limitation of liability set forth in these Terms and Conditions.

## Termination

If the Customer fails to make payment for a period of 10 days after the date the payment is due, ESS may, upon seven days written notice to Customer, terminate this Contract and recover from the Customer payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project.

If ESS defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a provision of the Contract, Customer, after seven days written notice to ESS, may make good such deficiencies and may deduct the cost thereof from the payment due ESS. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to ESS, but if such costs exceed such unpaid balance, ESS shall pay the difference to Customer, subject to the limitation of liability set forth in these Terms and Conditions.

## Choice of Law

This Contract and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

## Dispute Resolution

The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this agreement. Any party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipients of such notice will respond in writing within five business days.

## Assigns

This Contract shall be binding upon the heirs, executors, administrators, successors, survivors, and assigns of the respective parties. Neither party shall assign this Contract without written consent of the other party.

## Complete Agreement

This Contract sets forth the entire and integrated agreement between Customer and ESS and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of ESS, either before or after execution of the Contract, shall affect or modify any of the terms or obligations of this Contract.

\_\_\_\_\_ Initials

\_\_\_\_\_ Initials

- 3 -





Proposal No. OP-591598

March 4<sup>th</sup>, 2024

TO: City of Moberly, MO  
PROJECT: Seven Bridges Impeller Replacement 1 & 3  
ATTN: Emily Lute

We are pleased to provide the following equipment quotation for the replacement of the Impellers in pumps 1 & 3 at the Seven Bridges Pump Station

TWO (2) IMPELLER,N HT CODE 464 HC (Hard Iron)

TWO (2) SCREW,ALLEN M16 X 120 SS

TWO (2) SLEEVE UNIT

ONE (1) LOT of labor for 2 Service techs to install above impellers, and impeller sleeves in the field. This is to be done in one mobilization.

NOTE: Keep up with the cleaning out of the wet well from rocks and debris to eliminate the cracking of impellers. There is talk of getting a screen at this location to help with this problem as well

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$25,841.00

F.O.B. - Factory      Freight is not included.      Installation is included.

\*Anything not specifically listed to be assumed by other.

Sincerely,

VANDEVANTER ENGINEERING CO.

*Ben Azerolo*

Ben Azerolo

Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:

BY:



**COMPANY:**

**TITLE:**

### STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment:

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.