

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
February 05, 2024
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For January 16, 2024.

Communications, Requests, Informational Items

2. Presentation Of A Water Fluoridation Quality Award.

Recognition of Visitors

Public Hearing and Receipt of Bids

3. Receipt Of Proposal For In-Fill Housing At 511 Johnson St.

4. Receipt Of Proposal For In-Fill Housing At 505 Johnson Street.

5. Receipt Of Bids For Grave Opening And Closing At Oakland Cemetery.

6. Receipt Of Bids For Fireworks Display.

Consent Agenda

7. A Resolution Approving A Paving Extension Agreement With KOSF II – Moberly, LLC.

8. A Resolution Authorizing The Purchase Of Real Estate From Nightsky Butterfly, LLC Located At 616 S. 5th Street.

9. A Resolution Authorizing The City Manager Of Moberly Missouri To Execute A Burial Services Agreement With Fletcher's Excavating, LLC.

10. A Resolution Authorizing The City Manager Of The City of Moberly, Missouri To Execute An Agreement With J & M Displays, Inc. Fireworks Display.

11. A Resolution Accepting The Bid Of Sunflo And Authorizing The Purchase Of Aeration Mixers For The Rollins CSO Lagoon.

12. A Resolution Accepting The Bid Of Vandevanter Engineering/Cogent, Inc And Authorizing The Purchase And Installation Of A Grinder At The Darwood Lift Station.

Ordinances & Resolutions

13. An Ordinance Repealing Sections 6-50 And 6-74 Of The City Code And Adopting A New Section 6-50 Relating To The Suspension Or Revocation Of A Liquor License And A New Section 6-74 Relating To Standards Of Conducting Business On Licensed Premises.

14. An Ordinance Authorizing A Cooperative Agreement For Infill Development With Robert Thorp, An Individual.

15. An Ordinance Authorizing A Cooperative Agreement For Infill Development With Botkins Construction, LLC, A Missouri Limited Liability Company.

- [16.](#) An Ordinance Amending Section 18-61 (A) Of The Moberly City Code Relating To The Fire Board Of Appeals.
- [17.](#) An Ordinance Authorizing A Memorandum Of Understanding With The Missouri Department Of Corrections.
- [18.](#) An Ordinance Repealing Section 42-28 (10) Of The City Code And Adopting A New Section 42-28 (10) Relating To Water Rental Rates And Charges.
- [19.](#) A Resolution Accepting The Bid Of And Authorizing Contracting With Rhad A. Baker Construction, LLC For The Alternate Bid In Phase One Of The Kiwanis Park Project.
- [20.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

- 21. Consideration To Move The February 19, 2024, Meeting To February 20, 2024, In Observance Of President's Day.
- 22. Public Comments.

Adjournment

- 23. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal And Negotiated Contract Matters. §(610.021)(1,12) RSMo.

The public is invited to attend the Council meeting in person or virtually by viewing the meeting live on the City of Moberly's Facebook Page. A link to the City's Channel may be found on our website www.cityofmoberly.com. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting by calling (660) 269.7652 or emailing cityclerk@cityofmoberly.com.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
Department: City Clerk
Date: February 5, 2024

Agenda Item: Approval Of The City Council Meeting Minutes For January 16, 2024.

Summary: Please find minutes from the last regular meeting on 1/16/2 in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
JANUARY 16, 2024**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

A motion was made by Lucas and seconded by Kyser to approve the minutes of the December 18, 2023, and January 8, 2024, Council meetings as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Amanda Schultz from Williams Keepers, LLC, was present and presented the City of Moberly's Audit Report for Fiscal Year ending 2023 (*July 1, 2022 – June 30, 2023*).

The following bids were received for a mower for Oakland Cemetery: **Crown Power & Equipment Salisbury**, \$11,800.00; **Henderson Implement Company**, 12,150.00; **Ennis Implement Co Mexico**, \$12,530.00. A motion was made by Kimmons and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for demolition of 515 South 5th Street: **Wiedeman Dozing LLC**, \$6,500; and **JT Holman Construction LLC**, \$8,000.00. A motion was made by Kyser and seconded by Jeffrey to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for phase one of the Kiwanis Park LWCF grant project which includes the driveway, parking lot, sidewalk, pavilion, and restroom: **JT Holman, LLC**, \$829,450.00; **S&A Equipment & Builders**, \$523,701.32; **Rhad A. Baker**, \$607,300.00; **Diamond Contractors Inc.**, \$877,350.00; and **GBH Builders Inc.**, \$712,900.00. After considering the challenges the City of Moberly has had with the low bidder historically (a pattern

of significant delays and substandard work which would undermine the grant project), consulting with other contractors and communities who have experienced the same challenges, and consulting with Bartlett & West and DNR, staff recommends the second low bid by Rhad A. Baker. A motion was made by Kimmons and seconded by Lucas to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Jeffrey asked to remove agenda item number six (6) for discussion. Mayor Brubaker asked for a motion for the Consent Agenda to be read excluding item number six (6) by City Clerk, Shannon Hance. Kyser made a motion for City Clerk, Shannon Hance, to read the Consent Agenda. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

BILL NO. R1579: "A RESOLUTION ACCEPTING THE BID OF CROWN POWER & EQUIPMENT CO., LLC, AND AUTHORIZING THE PURCHASE OF GRASSHOPPER LAWN MOWER FOR THE PUBLIC WORKS DEPARTMENT"

BILL NO. R1580: "A RESOLUTION APPROVING A DESIGN ENGINEERING AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE FENNEL COMMUNITY CENTER GRANT"

BILL NO. R1581: "A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH WEIDEMAN DOZING FOR EMERGENCY DEMOLITION OF A DANGEROUS STRUCTURE AT 515 S. 5TH STREET"

BILL NO. R1582: "A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH RHAD A. BAKER CONSTRUCTION, LLC FOR PHASE ONE OF THE KIWANIS PARK PROJECT"

BILL NO. R1583: "A RESOLUTION APPROVING THE PERSONAL SERVICES AGREEMENT WITH MAXIM GOLF, LLC FOR MANAGEMENT OF HERITAGE HILLS GOLF COURSE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"

BILL NO. R1584: "A RESOLUTION AUTHORIZING THE CLEANING OF A SANITARY SEWER LINE BY ACE PIPE CLEANING"

BILL NO. R1585: "A RESOLUTION AUTHORIZING THE CLEANING OF ROLLINS CSO LAGOON"

BILL NO. R1586: "A RESOLUTION APPROVING AN AGREEMENT WITH DMC CONCRETE, LLC TO POUR CONCRETE DRYING BEDS"

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser made a motion for **BILL NO. R1578: "A RESOLUTION AUTHORIZING FUNDING OF A MATCHING GRANT WITH THE MISSOURI DIVISION OF TOURISM FOR THE MOBERLY AREA CHAMBER OF COMMERCE"** to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. The Council discussed the Resolution. A motion was made by Lucas and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A SIXTH AMENDMENT TO PURCHASE OPTION; AND PROVIDING FURTHER AUTHORITY”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **“AN ORDINANCE ACCEPTING AND APPROVING THE REPORT OF THE DIRECTOR OF COMMUNITY DEVELOPMENT RELATIVE TO 1824 SOUTH MORLEY STREET WITHIN THE CITY OF MOBERLY WHICH REQUIRED NUISANCE ABATEMENT BY THE CITY OF MOBERLY PURSUANT TO ARTICLE I AND ARTICLE II OF CHAPTER 26 OF THE MOBERLY CITY CODE, CERTIFYING THE COST OF ABATEMENT AND DIRECTING THE CITY CLERK PURSUANT TO SECTION 26-2 AND SECTION 26-6 TO CAUSE A SPECIAL TAX BILL TO BE ISSUED THEREON”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Jeffrey seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION ACCEPTING THE BID OF CHRISTENSEN CONSTRUCTION COMPANY AND AUTHORIZING PAVING OF THE AMPHITHEATRE PARKING LOT”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN DECEMBER 15, 2023, AND JANUARY 11, 2024, IN THE AMOUNT OF \$748,742.06”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from Department Directors.

Kimmons made a motion to reappoint John Adams to the Fire Prevention Board of Appeals for a five-year term. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Jeffrey and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of legal, real estate matters, and personnel matters. §(610.021)(1,2,3) RSMo. Roll Call Vote: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

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

Work Session

The Following Was Discussed At The Work Session:

An Ordinance Repealing And Replacing Sections 6-50 And 6-74 Of The City Code Regarding Suspension And Revocation Of Liquor Licenses And Standards For Suspension And Revocation.

2024 Fireworks Proposals.

Receipt Of Proposal For In-Fill Housing For 511 Johnson Street.

Receipt Of Proposal For In-Fill Housing For 505 Johnson Street.

A Resolution Approving A Paving Extension Agreement With KOSF II – Moberly, LLC.

Receipt Of Bids For Grave Opening And Closing At Oakland Cemetery.

Discussion Of Agreement With Nightsky Butterfly LLC About A Property Located At 616 S 5th St. Being Deeded To The City Of Moberly.

Darwood Lift Station Grinder.

Two Shallow Flo Mixers From Sunflo.

An Ordinance Amending Chapter 42-28 Relating To Late Penalties.

A Resolution Approving An Agreement With The Missouri Department Of Corrections.

An Ordinance To Execute A Text Amendment To The Moberly, Missouri Code Of Ordinances, Chapter 18, Fire Prevention And Protection, Article III, Fire Prevention Regulations, Section 18-61, Subsection (a). The Amendment Shall Address The Change In The City Moving To Adoption Of The International Fire Code , 2021 ICC Edition.

City of Moberly
City Council Agenda Summary

Agenda Number:

#2.

Department: Administration
Date: February 5, 2024

Agenda Item: Presentation Of A Water Fluoridation Quality Award.

Summary: See attached award.

Recommended
Action: Presentation.

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	<input type="checkbox"/>	<input type="checkbox"/>
Council Member		
M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
	Passed	Failed



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

January 22, 2024

City of Moberly Utilities
Matt Evert
101 W Reed St
Moberly, MO 65270

Dear Sir:

The Missouri Department of Health and Senior Services, Office of Dental Health is proud to announce that the community water system of Moberly has been awarded a Water Fluoridation Award from the United States Centers for Disease Control and Prevention (CDC).

Fluoridation is the adjustment of fluoride in drinking water to a level that is effective for preventing tooth decay. This award recognizes those water systems that have achieved excellence in community water fluoridation by maintaining a consistent level of fluoridated water throughout the year 2022.

Community water fluoridation has been recognized by the CDC as one of the ten great public health achievements of the 20th Century. Currently in Missouri, 76.3% of residents are receiving fluoridated water benefits from community water supplies. This is an effective and inexpensive method of preventing tooth decay – in fact, every dollar invested in fluoridation saves at least \$32 per person per year in averted costs for dental treatment.

As the State Dental Director for Missouri, I am pleased to present this Water Fluoridation Quality Award as an expression of my appreciation for your contribution to the prevention of tooth decay in your community.

Sincerely,

Jacqueline Miller, DDS, MS, MPH
State Dental Director

Enclosure

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is of health and safety for all Missourians, in all communities, for life.

Water Fluoridation Quality Award

MOBERLY Missouri

The Centers for Disease Control and Prevention (CDC)'s support for community water fluoridation is based on more than 75 years of experience and research to show that water fluoridation is safe and effective for promoting good oral health. CDC commends this water system for providing high-quality water fluoridation for 12 consecutive months in 2022 representing a high level of operator care and accomplishment.



Casey Hannan, MPH
Director, Division of Oral Health
National Center for Chronic Disease
Prevention and Health Promotion
Centers for Disease Control and Prevention



Theresa "Tracy" J. Boehmer, P.E.
National Fluoridation Engineer, Division of Oral Health
National Center for Chronic Disease
Prevention and Health Promotion
Centers for Disease Control and Prevention



U.S. Department of
Health and Human Services
Centers for Disease
Control and Prevention



2022

City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Community Development
 Date: February 5, 2024

Agenda Item: Receipt Of Proposal For In-Fill Housing At 511 Johnson St.

Summary: A proposal from Robert Thorp is attached for in-fill housing at 511 Johnson St. Mr. Thorp lives in the house at 509 Johnson and wants to build a house on 511 Johnson for him and his wife. He intends to let his daughter move into the home at 509 Johnson St.

Recommended

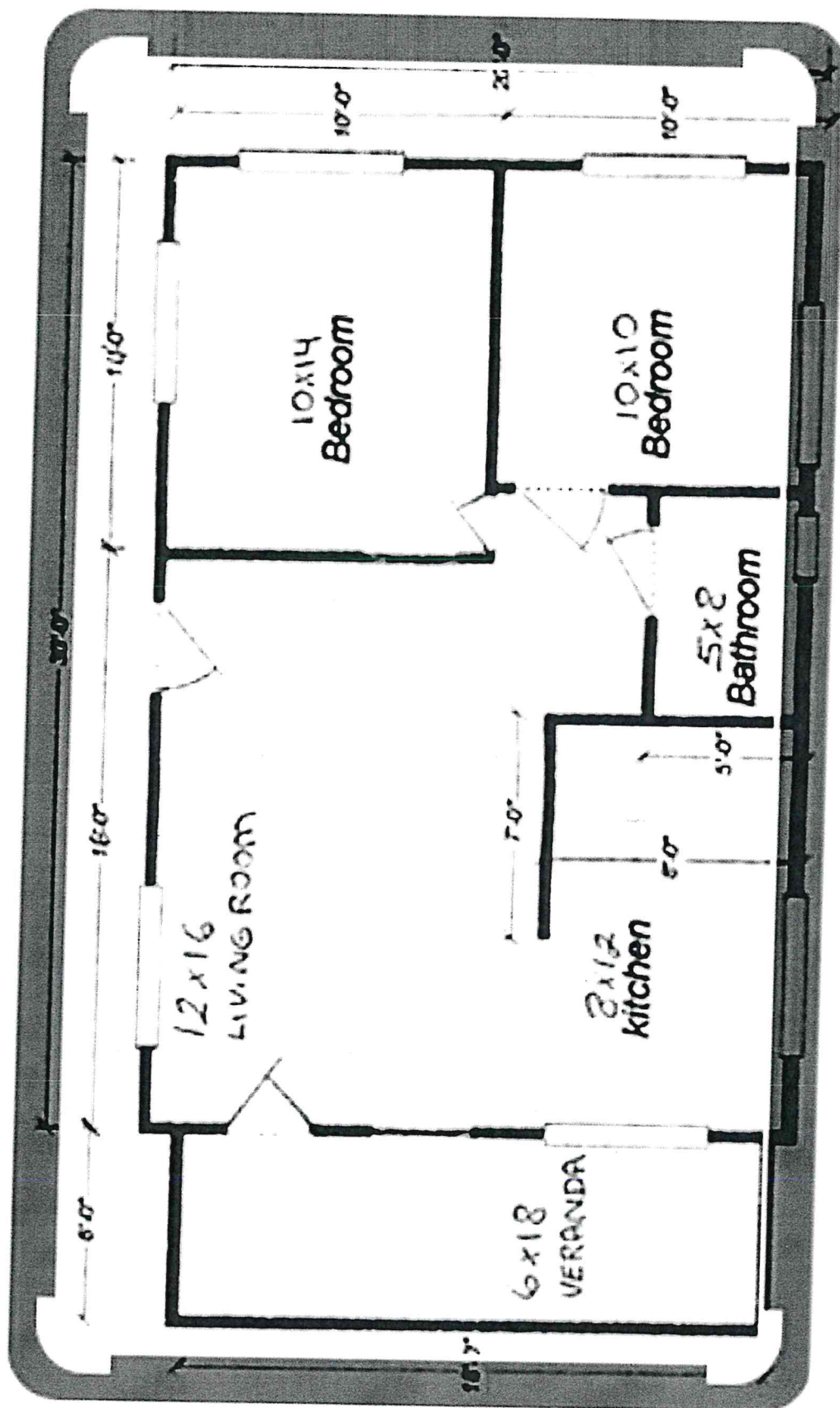
Action: Please accept this proposal.

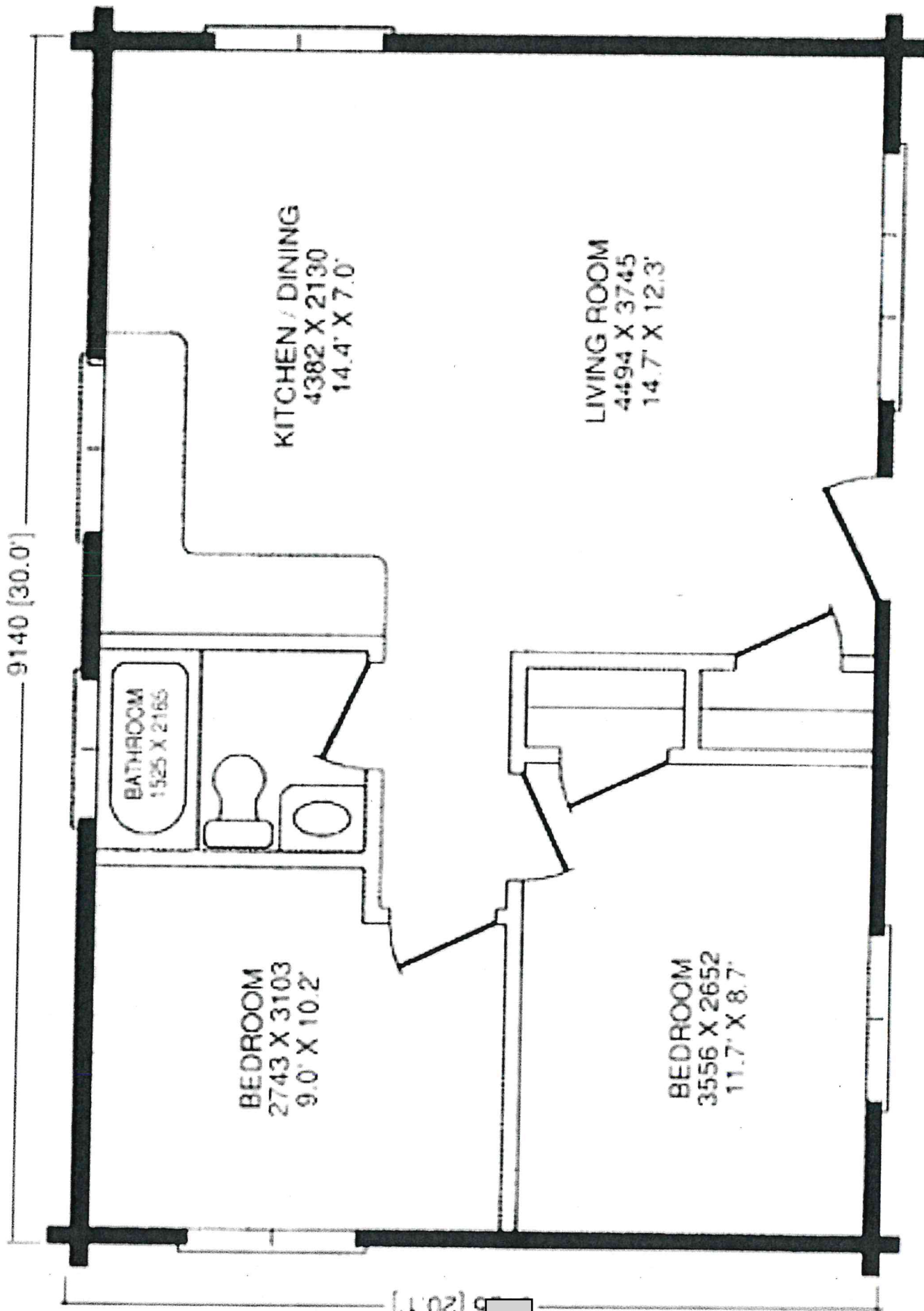
Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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





City of Moberly
City Council Agenda Summary

Agenda Number: #4.
Community
Department: Development
Date: February 5, 2024

Agenda Item: Receipt Of Proposal For In-Fill Housing At 505 Johnson Street.

Summary: The proposal from Cory Botkins for the in-fill housing on 505 Johnson Street is attached. Mr. Botkins is trying to acquire 501 Johnson Street and wants to build a four-plex on the two lots. He is working on the plans.

Recommended

Action: Please accept this proposal.

Fund Name: N/A

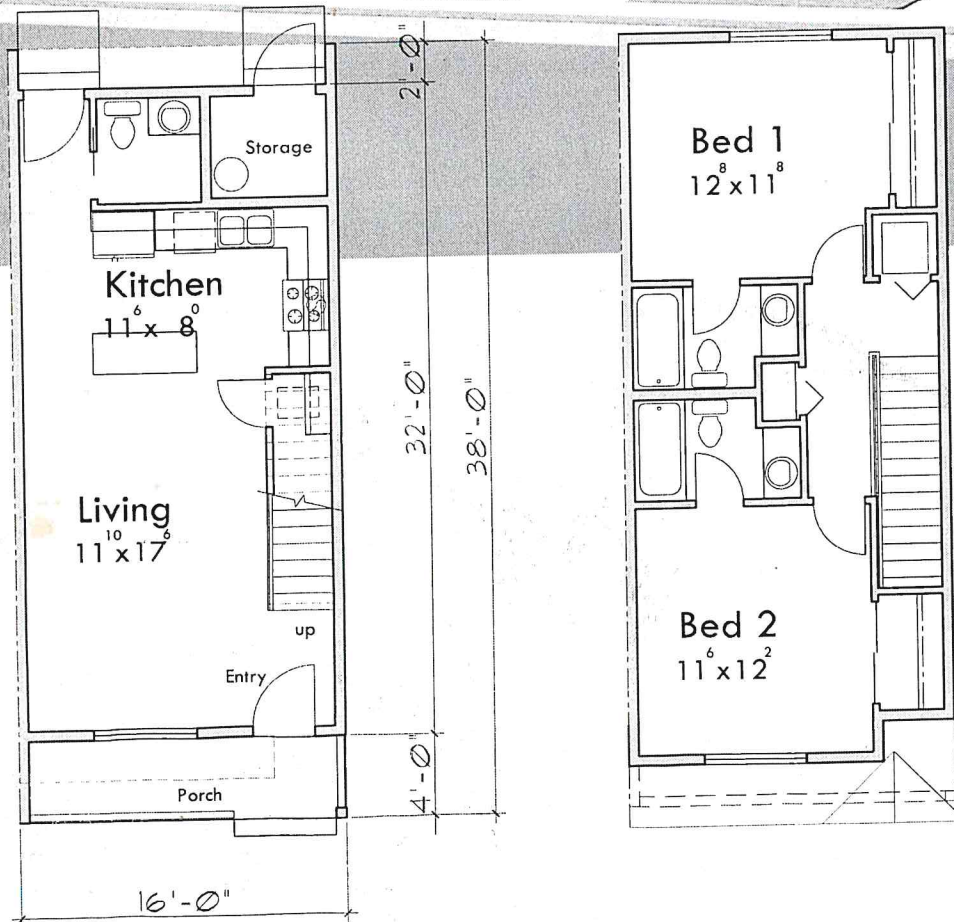
Account Number: N/A

Available Budget \$: N/A

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

PLAN #F-615

MAIN FLR. 478 SQ. FT.
 UPPER FLR. 527 SQ. FT.
 TOTAL 1005 SQ. FT.
 Storage 34 SQ. FT.
 Porch 64 SQ. FT.



Plan F-615



Printable Flyer

Total sq. ft.:	1,005
Upper Floor sq. ft:	527
Main Floor sq. ft:	478
Bedrooms:	2
Bathrooms:	2.5
Garage Stalls:	0
Width:	64' 0"
Depth:	38' 0"
Ridge Height:	28' 3"
Foundations Available:	Crawlspace, Slab

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Public Works

Date: February 5, 2024

Agenda Item: Receipt Of Bids For Grave Opening And Closing At Oakland Cemetery.

Summary: There are numerous line items for various operations and for the time of week or holiday, but the majority of charges are for burial on weekday or weekend. In that category RB Small Excavation was \$10 cheaper on the weekday burial. While RB Small Excavation is \$10 lower on the standard weekday burial, which is probably the majority of burials, the Disinterment on Weekends & Holidays is \$200 higher than Fletcher's and the infant burials are higher by \$290, \$400 & \$400, respectively. While these aren't that frequent, one event would quickly eat up the \$10 savings on regular burials.

Fletcher's has been doing the grave opening at the cemetery for a couple of years now and I have met with all staff that works with them and they have been well pleased and agreed we should retain their services for the variations in the bids.

Staff recommends accepting the bid prices from Fletcher's for a three-year agreement.

Recommended

Action: Accept these bids.

Fund Name: Cemetery/Contracted Services

Account Number: 100.010.5406

Available Budget \$: 67,000.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

Grave Opening & Closing Bid Tab			
Business	Fletcher's Excavating LLC	Whalen Services LLC	RB Small Excavation LLC
Standard Burial			
Weekdays (Mon-Fri)	\$500.00	\$800.00	\$490.00
Weekends	\$600.00	\$900.00	\$600.00
Holidays	\$600.00	\$900.00	\$600.00
Combined Burials			
Weekdays (Mon-Fri)	\$1,000.00	\$1,600.00	\$1,000.00
Weekends	\$1,200.00	\$1,800.00	\$1,200.00
Holidays	\$1,200.00		\$1,200.00
Disinterment			
Weekdays (Mon-Fri)	\$1,000.00	\$1,600.00	\$1,000.00
Weekends	\$1,000.00	\$1,650.00	\$1,200.00
Holidays	\$1,000.00		\$1,200.00
Infant Burials			
Weekdays (Mon-Fri)	\$200.00	\$500.00	\$490.00
Weekends	\$200.00	\$575.00	\$600.00
Holidays	\$200.00	\$575.00	\$600.00

NOTICE

The City of Moberly will be accepting sealed bids for services (grave opening and closings) at Oakland Cemetery. Bids must be submitted on forms available at the City Clerk's office. Bids will be accepted at the City Clerk's office until Wednesday, December 27, 2023 at 10:00 a.m.

The City reserves the right to accept or reject any or all bids. For more information, contact the Director of Public Works at City Hall, 660-269-7644.

Submitted by Tom Sanders
Director of Community Development

Grave Opening & Closing

#5.

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 12.27.2023

Name

Cora Woodin

Company

City of Moberly

Tom Sanders

"

Grave Opening & Closing

#5.

CITY OF MOBERLY

"BID OPENING"

Date: 12.27.2023

Fletcher's Excavating LLC

Standard: ^{weekdays \$500.00} weekend/holiday: \$1000.00

Whalen Services LLC

Standard: ^{weekdays \$800.00} weekend/holiday: \$900.00

RB Small Equipment

Standard: ^{weekdays: \$490.00} weekend/holiday: 600.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

GRAVE OPENINGS & CLOSINGS BID FORM 2024

Sealed bids will be accepted on this form.
Please submit your sealed bid to the City Clerk's office by 10:00 a.m. on December 27, 2023.

Bid Opening: 12/27/2023, 10:00 a.m.

BUSINESS NAME	Fletcher's Excavating LLC
ADDRESS	1026 Hwy Pk Moberly Mo 65270
PHONE NUMBER	660 - 833 - 7443
EMAIL ADDRESS	zfletcher82@yahoo.com

AMOUNT OF BID		NOTES
STANDARD BURIALS		
Weekdays (Monday - Friday)	\$ 500 ⁰⁰ / ₁₀₀	
Weekends	\$ 600 ⁰⁰ / ₁₀₀	
Holidays	\$ 600 ⁰⁰ / ₁₀₀	

COMBINED BURIAL SPACE		
Weekdays (Monday - Friday)	\$ 1000 ⁰⁰ / ₁₀₀	
Weekends	\$ 1200 ⁰⁰ / ₁₀₀	
Holidays	\$ 1200 ⁰⁰ / ₁₀₀	

DISINTERMENT		
Weekdays (Monday - Friday)	\$ 1000 ⁰⁰ / ₁₀₀	
Weekends	\$ 1000 ⁰⁰ / ₁₀₀	
Holidays	\$ 1000 ⁰⁰ / ₁₀₀	

INFANT BURIALS		
Weekdays (Monday - Friday)	\$ 200 ⁰⁰ / ₁₀₀	
Weekends	\$ 200 ⁰⁰ / ₁₀₀	
Holidays	\$ 200 ⁰⁰ / ₁₀₀	

GRAVE OPENINGS & CLOSINGS BID FORM 2024

Sealed bids will be accepted on this form.

Please submit your sealed bid to the City Clerk's office by 10:00 a.m. on December 27, 2023.

Bid Opening: 12/27/2023, 10:00 a.m.

BUSINESS NAME	Whalen Services LLC
ADDRESS	6932 STRAT AVE, MO
PHONE NUMBER	573-220-2471
EMAIL ADDRESS	whalen.services@att.net

AMOUNT OF BID		NOTES
STANDARD BURIALS		
Weekdays (Monday - Friday)	800	
Weekends	900	
Holidays	900	

COMBINED BURIAL SPACE		
Weekdays (Monday - Friday)	1600	
Weekends	1800	
Holidays		

DISINTERMENT		
Weekdays (Monday - Friday)	1600	
Weekends	1650	
Holidays		

INFANT BURIALS		
Weekdays (Monday - Friday)	500	
Weekends	575	
Holidays	575	

GRAVE OPENINGS & CLOSINGS BID FORM 2024

Sealed bids will be accepted on this form.
Please submit your sealed bid to the City Clerk's office by 10:00 a.m. on December 27, 2023.

Bid Opening: 12/27/2023, 10:00 a.m.

BUSINESS NAME	RD SMALL EXCAVATION LLC
ADDRESS	3219 CR 2770 Netherly Mo
PHONE NUMBER	660-676-9184
EMAIL ADDRESS	bb.briscoe83@gmail.com

AMOUNT OF BID		NOTES
STANDARD BURIALS		
Weekdays (Monday - Friday)	490 ⁰⁰	
Weekends	600 ⁰⁰	
Holidays	600 ⁰⁰	

COMBINED BURIAL SPACE		
Weekdays (Monday - Friday)	1000 ⁰⁰	
Weekends	1200 ⁰⁰	
Holidays	1200 ⁰⁰	

DISINTERMENT		
Weekdays (Monday - Friday)	1000 ⁰⁰	
Weekends	1200 ⁰⁰	
Holidays	1200 ⁰⁰	

INFANT BURIALS		
Weekdays (Monday - Friday)	490 ⁰⁰	
Weekends	600 ⁰⁰	
Holidays	600 ⁰⁰	

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Parks and Recreation

Date: February 5, 2024

Agenda Item: Receipt Of Bids For Fireworks Display.

Summary: Advertisement was made seeking proposals for fireworks in addition to three direct solicitations to companies that have interest and do commercial grade shows in Missouri.

One proposal was received from J&M Displays. The City has a decades-long relationship and positive experience with J&M Displays. J&M Displays also handles nearly all of the larger shows in Missouri (and some surrounding states), so we feel very comfortable moving forward with them.

Recommended

Action: Please accept the bid.

Fund Name: Parks > Contracted Services

Account Number: 115.043.5406

Available Budget \$: \$64,900.

ATTACHMENTS:

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

CITY OF MOBERLY

4th of July
Extravaganza Proposal

“BID OPENING”
Sign-In Sheet

Date: 01/05/2024, 2pm

Name

Company

Shannon Hance

City of Moberly

Troy Beck

11

CITY OF MOBERLY
"BID OPENING"

4th of July
Extravaganza Proposal

Date: 1/5/2024 2pm

JM Displays

\$ Year 1	\$28,000
Year 2	\$29,220
\$ Year 3	\$30,380
Year 4	\$31,595
\$ Year 5	\$32,858

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$



BUYER: Troy Bock
PHONE NO.: (660) 269-7613
E-MAIL: tbock@cityofmoberly.com

TITLE: 4th of July Extravaganza

ISSUE DATE: December 7, 2023

RETURN PROPOSAL NO LATER THAN: Friday January 5, 2024 at 2:00 PM Central Time

MAILING INSTRUCTIONS: The bid envelope should be marked "4th of July Extravaganza Proposal." Delivered sealed proposals must be received in the City Clerk's office (101 W Reed Street) by the return proposal date and time.

(U.S. Mail)
RETURN PROPOSAL TO: CITY CLERK'S OFFICE
101 W REED STREET
MOBERLY MO 65270

CONTRACT PERIOD: Effective Date of Contract through One (1) Year (2024). Option to extend four additional years for a total contract period of 5 years.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

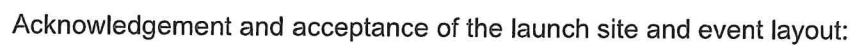
Howard Hills Athletic Complex
2002 W Highway 24
Moberly, MO 65270

The offeror hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that when a Contract is signed and issued by an authorized official of the City of Moberly, a binding contract shall exist between the offeror and the City of Moberly.

SIGNATURE REQUIRED

OFFEROR NAME	J&M Displays, Inc.
MAILING ADDRESS	18064 170 th Ave.
CITY, STATE, ZIP CODE	Garmouth, IA 52660

CONTACT PERSON	EMAIL ADDRESS
Ryan Adams	radams@jandmdisplays.com
PHONE NUMBER	FAX NUMBER
573-424-1676	267-394-3890
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	12-28-23
PRINTED NAME	TITLE
James Oetken	C.E.O.



Printed Name

Signature

Date _____



December 28th, 2023

Attn: Mr. Troy Bock
City Clerk's Office
101 W. Reed St.
Moberly, MO 65270

RE: 2024 Fireworks

Dear Fireworks Committee:

Thank you for giving J&M Displays the opportunity to present a bid for the City of Moberly's 2024 4th of July Fireworks Extravaganza! A brief history and description of J&M Displays, Inc. and its operation can be found on the inside cover of this bid package.

It has been J&M's pleasure to present the annual Independence Day fireworks display for the community of Moberly for many years and we would love to continue that tradition. While Ryan Adams will remain your local representative, a large pyromusical of this nature will be handled directly from the home office.

Enclosed is a proposal for your review. This custom designed, choreographed display will last approximately 20 minutes and be electronically fired using a state-of-the-art firing system. This allows for a precisely paced and seamless presentation.

Your show includes a good variety of the popular J&M brand shells, known for their bright hues and dense star bursts. The proposal includes a breakdown of the show into the opening, main body and finale with a complete listing of shell sizes, quantities and descriptions. Photos from various J&M shows around the country are included, highlighting the vivid colors and pattern uniformity of the J&M brand shells.

J&M Displays stores the largest inventory of 1.3G display grade fireworks in the Midwest. Our shows are designed using a vast array of unique special effect shells with little to no repetition. In addition, J&M has included bonus product for early payment and our Loyalty Program bringing the value of this show to \$41,839.80 for \$28,000? It is our way of saying thank you for Moberly's many years of business with J&M

J&M Displays presents numerous displays in the State of Missouri throughout the year, including the July 4th Jefferson City "Salute to America" display and the City of Columbia display. As requested, we have enclosed a list of references for your review.

Below is a list of additional contract extensions included with this proposal:

- Professional pyrotechnicians will set up, fire, and clean up after the display. Ryan Adams, who leads the teams that shoot Jefferson City and Columbia, will assemble an experienced team of his technicians to fire the show. Because this is their home state, these technicians take personal pride in presenting the best show possible to their fellow Missourians! A copy of Ryan's resume is enclosed. If awarded the bid, J&M will provide a complete list of personnel assigned to the show upon request.

Mr. Troy Bock
December 28th, 2023
Page 2

- Fireworks will be delivered by a Department of Transportation HazMat certified driver and vehicle covered under our \$10,000,000 insurance policy. Our general liability insurance is through Everest, which carries a rating of A++XIV. A copy is included for your review.
- J&M pyrotechnicians are covered under \$10,000,000 of workers compensation insurance.
- While fireworks prices cannot be predicted year to year, J&M does not anticipate more than a 4% increase each year of the potential 4 year renewal period. We actually anticipate less than a 4% increase. In addition, J&M does not lock any client into a certain price. If a client needs to adjust the display price any given year, J&M will adjust the proposal and product quantities accordingly.
- If your event cannot be held because of inclement weather, a rain date can be designated on the insurance certificate.
- The cost of this electronically fired display is all-inclusive and will not exceed \$28,000. All prices will remain firm for the next 90 days.
- The length of the display will be a minimum of 17 minutes.
- J&M Displays participates in the E-Verify Program. A copy is included.
- The J&M shoot team will arrive two days before the display to begin set-up of the firing equipment. Product is loaded the day of the display. Once product has been loaded, the site will be manned until clean up after the show. J&M abides by all regulations as put forth in the NFPA 1123 code for fireworks displays. A written safety plan has been included for your review.
- J&M will obtain all necessary permits.
- Payment may be made up to 30 days after your display.

We appreciate the opportunity to present a bid for Moberly's 4th of July, 2024 Extravaganza! Should you have any questions regarding this information, please do not hesitate to contact us.

Regards,



James J. Oetken
Chief Executive Officer

Exhibit A

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Included in brochure.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Included in brochure.

Provide a list of information regarding the vendor's current Missouri contracts/clients for 2024.

See Attached

Provide a list of information regarding the vendor's current Missouri contracts/clients for 2021, 2022, and 2023.

See Attached

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

See Attached

The offeror shall provide proof that they are a licensed and authorized business in the State of Missouri.

See Attached

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 Certificate of authority to transact business/certificate of good standing (if applicable)
 Taxes (e.g., city/county/state/federal)
 State and local certifications (e.g., professions/occupations/activities)
 Licenses and permits (e.g., city/county license, sales permits)
 Federal license and regulatory compliance
 Insurance (e.g., worker's compensation/unemployment compensation)
 as follows:

Workmen's Compensation Insurance	\$1 million minimum w/statutory limits
Comprehensive General Liability	
o Bodily injury, including death	\$1 million/occurrence \$2 million aggregate
o Property Damage	\$1 million/occurrence \$2 million aggregate
Comprehensive Automobile Liability	
o Bodily injury, including death	\$1 million/occurrence \$2 million aggregate
o Property Damage	\$1 million/occurrence \$2 million aggregate
Umbrella Coverage	\$5 million/occurrence \$5 million aggregate
Excess Coverage	\$4 million/occurrence \$4 million aggregate

4. PRICING PAGE

The offeror shall provide a firm, fixed price for the firework display services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period. The total cost of the fireworks display cost shall not exceed \$28,000.00 in the Original Contract Period; the total cost of the fireworks display cost shall not exceed an increase of five percent (5%) every potential renewal period. The cost proposed shall be all inclusive for all fees, material, labor, delivery, etc.

Line Item	Description	UOM	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Firm, Fixed Price	3 rd Renewal Period Firm, Fixed Price	4 th Renewal Period Firm, Fixed Price
1	Firework Display Services	Lump Sum	\$ <u>28,000.⁰⁰</u>	\$ <u>29,220.⁰⁰</u>	\$ <u>30,380.⁰⁰</u>	\$ <u>31,595.⁰⁰</u>	\$ <u>32,858.⁰⁰</u>

Past and Future Contracts

(for Ryan Adams)

We are unable to product contracts for 2024 as they have not yet been signed. We do expect current clients to continue with J&M Displays in 2024.

Hermann Area COC – J&M has had for two years....

Missouri Common Alliance – J&M has had for three years.

Missouri State Fair – J&M has had for three years.

Windsor, MO – J&M has had for four years.

Linn Lions Club – J&M has had for four years

City of Columbia – J&M has had for three years.

Jefferson City Salute to America – J&M has had for four years.

Sedalia Parks and Rec. – J&M has had for four years.

City of Concordia – J&M has had for four years.

The Club at Old Hawthorne – J&M has had for four years.

Capital Camp LLC – J&M has had for three years.

Lost the following shows:

Holt's Summit – This show was put out for bids in 2023 and a different vendor was awarded the bid. The reason was not specified.

City of Versailles – City voted to discontinue fireworks.

State of Missouri

MISSOURI RETAIL SALES LICENSE

LICENSEE:

J & M DISPLAYS INC
6822 HWY C
HUNTSVILLE
J & M DISPLAYS INC

MO 65259

LICENSE ISSUED:

OCTOBER 19, 2005

MISSOURI TAX IDENTIFICATION NUMBER: 17599644

THE ISSUANCE OF THIS LICENSE IS CONTINGENT UPON THE LICENSEE'S COMPLIANCE IN ALL RESPECTS WITH THE REQUIREMENTS OF CHAPTER 144, RSMD, AND THE RULES PROMULGATED THEREUNDER.

THIS LICENSE IS VALID UNTIL CANCELLED AND SURRENDERED BY THE LICENSEE OR REVOKED BY THE DIRECTOR OF REVENUE.

THIS LICENSE MUST BE PROMINENTLY DISPLAYED IN THE PLACE OF BUSINESS.

DIRECTOR OF REVENUE



THIS BUSINESS IS REGISTERED OUTSIDE THE CITY LIMITS OF
HUNTSVILLE IN THE COUNTY OF RANDOLPH AND YOU ARE
LIABLE TO COLLECT AND REMIT ALL APPLICABLE STATE AND LOCAL SALES
TAXES.

THIS LICENSE IS NOT ASSIGNABLE OR TRANSFERABLE

MISSOURI DIVISION OF FIRE SAFETY

FIREWORKS PERMIT

Distributor

Permit Number: 23-D-999-1425-1

Date of Issue: January 4, 2023 2:39 PM

Permitted Selling Periods:

Chapter 320.141 RSMo: "Permissible items of consumer fireworks defined in section 320.131 may be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside the state of Missouri during a calendar year from the first day of January until the thirty first day of December. Permissible items of consumer fireworks defined in section 320.131 may be sold at retail by holders of a seasonal retail permit during the selling periods of the twentieth day of June through the tenth day of July and the twentieth day of December through the second day of January."

J & M Displays, Inc

18064 170th Avenue, Yarmouth, IA 52660

40.94273649999931

THIS PERMIT IS NOT TRANSFERABLE AND ONLY APPLICABLE AT LOCATION LISTED ABOVE.

Sandra K. Karsten

Sandra K. Karsten

Director of Public Safety

J. Tim Bean

J. Tim Bean

State Fire Marshal

Seasonal Retailer Fire Safety Inspection completed on (date): _____
Inspected by (Printed Name of DFS Inspector/Investigator): _____

DSN: _____

Signature: _____



STATE OF IOWA
DEPARTMENT OF REVENUE AND FINANCE
RETAIL SALES TAX
PERMIT

ISSUED UNDER THE PROVISIONS OF SECTION 422.53 CODE OF IOWA
01-15-93 1-29-009923

J & M DISPLAYS INC

18064 170 AVE

YARMOUTH IA 52660-9772


Is hereby authorized to engaged in and transact business as a retailer within this state at:

18064 170 AVE

YARMOUTH IA 52660-9772

This permit not transferable and is
valid until revoked or cancelled.

Sec. 422.49: "It shall be unlawful for any retailer to
advertise or hold out of state to the public to any consumer,
directly or indirectly, that the tax or any part thereof imposed
by this division will be assumed or absorbed by the retailer or
that it will not be considered as an element in the price to the
consumer, or if added, that it or any part thereof will be
refunded."


DIRECTOR OF REVENUE AND FINANCE

D-2 F-48

31-012
625-0207

DISPLAY CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH ISSUED



CERTIFICATE OF LIABILITY INSURANCE

#6.

DATE (MM/DD/YYYY)

2/27/2023

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

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

PRODUCER
Presidio Insurance Solutions, LLC
2685 Northridge Drive NW
Suite G
Grand Rapids MI 49544

CONTACT
NAME: Jodie McCann
PHONE (A/C, No, Ext): 847 624 3618 FAX (A/C, No): 800 847 3129
E-MAIL ADDRESS: jodie@choosese presidio.com

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

J&MDISP-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PinnaclePoint Insurance Company	15137
INSURER B : Argonaut Insurance Company	19801
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER: 192428901****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WCP7002550 WC928828727854	1/15/2023 1/15/2023	1/15/2024 1/15/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Argonaut policy: AR,CA,CO,FL,HI,LA,MS,MT,NM,OK,SD,TX/Stop Gap Liability for OH,ND,WA,WY

PinnaclePoint Policy: AL,GA,IA,IL,KS,KY,MI,MN,MO,NE,NC,PA,SC,TN,VA

CERTIFICATE HOLDER**CANCELLATION**

J & M Displays
18064 170th Avenue
Yarmouth IA 52660
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

#6.

DATE (MM/DD/YYYY)

1/16/2023

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

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

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT
NAME:
PHONE (A/C, No. Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL:
ADDRESS:

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Denali Insurance Company	16044
INSURER B : Axis Surplus Ins Company	26620
INSURER C : Everest Indemnity Insurance Co.	10851
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1192456147

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF FORM 5400.14/5400.15 PART I
FEDERAL EXPLOSIVES LICENSING CENTER - BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 5-IA-057-50-4K-00054
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date October 1, 2024

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

18064 170TH AVE
YARMOUTH, IA 52660-9772

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

James J. Oetken
Licensee/Permittee Responsible Person Signature

C.F.O.
Position/Title

James J. Oetken
Printed Name

8-10-2023
Date

Previous Edition is Obsolete J & M DISPLAYS INC:10804 170TH AVE:52660-9772-5-IA-057-50-4K-00054:October 1, 2024:50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

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Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: J & M DISPLAYS INC

Business Name:

License/Permit Number: 5-IA-057-50-4K-00054

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: October 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-IA-057-51-4K-00059

Expiration
Date

October 1, 2024

Chief, Federal Explosives Licensing Center (FELC)

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move)

18064 170TH AVENUE
YARMOUTH, IA 52660-9772

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660-9772

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete J & M DISPLAYS INC:18064 170TH AVENUE,52660-9772-51-4K-00059,October 1, 2024:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

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(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: J & M DISPLAYS INC

Business Name:

License/Permit Number: 5-IA-057-51-4K-00059

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: October 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Exhibit B

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name: <u>J&M Displays, Inc.</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	<u>See Attached References</u>
Address of Reference Company/Client:	<u>" " "</u>
Reference Contact Person Name, Phone #, and E-mail Address:	<u>" " "</u>
Title/Name of Service/Contract	<u>" " "</u>
Dates of Project Initiation and Project Completion:	<u>All are July 3-4th Shows</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	<u>Ryan Adams - Sales Rep. lead Technician</u> <u>Tim Zurmuehlen - Show designer</u>

REFERENCES

City of Columbia

701 E. Broadway

Columbia, MO 65205

Contact: Ms. Erika Coffman

573-817-5005

Email: Erika.Coffman@como.gov

Jefferson City Salute to America

PO Box 2227

Jefferson City, MO 65101

Contact: Penny Smith

PH: 573-645-4551

info@salutetoamerica.org

Sedalia Parks and Recreation

1800 West Third St.

Sedalia, MO 65301

Contact: Kaylea Weber

PH: 660-826-4930

Email: kweber@sedaliaparks.com

Exhibit C

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: <u>See Attached Resume's for Ryan Adams & Tim Z.</u>	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	
---	--

RYAN ADAMS

6632 S. Scott Blvd., Columbia, MO 65203

573-234-1662 home; 573-424-6676 cell

Date of Birth: October 1980

- J & M Displays trained and experienced in outdoor, indoor, special effects, close proximate, flame effects and electronic fired shows.
- Department of Transportation certified driver with full HazMat endorsement
- 13 years of experience shooting for J & M Displays, Inc.
- Shoots approximately 30 shows per year
- Local fire department for 18 years, trained in hazardous materials and explosives
- Bachelor's Degree in Fire Protection Engineering.
- Award winning choreographer
- MO Operators License # 957

Sample of Displays Fired by Ryan Adams:

- Moberly, MO
- City of Columbia, MO
- City of Sedalia, Sedalia, MO
- Jefferson City/Salute America, MO
- Windsor, MO
- Holts Summit
- University of Missouri

TIMOTHY L. ZURMUEHLEN

Home: 1004 Huron St., Mediapolis, IA 52637

Work: 18064 170th Avenue, Yarmouth, IA 52660-9772

319-394-3890 work 319-759-5263 cell

- J & M Displays trained and certified
- licensed operator in Missouri and Louisiana
- trainer for J & M Basic & Advanced certification classes
- Department of Transportation certified driver with full HazMat endorsement
- shooting professional outdoor shows since 1989
- shooting primarily large electronic displays since 1994
- fires approximately 10 shows per year
- experience in hand and electronic firing; Barge Shows, indoor and outdoor displays; proximate pyrotechnics; and special effects

Sample of Shows Fired by Timothy L. Zurmuehlen:

June 2022 Milwaukee Summer Fest

July 6, 2021 Fox Lake, WI

July 3rd, 2022 AFI Displays, Milwaukee, WI

August 2022 Hoovers Hometown Days, West Branch, Iowa

Exhibit D

EXHIBIT D**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

The offeror shall provide their specific guidelines of their cancellation policy due to inclement weather.

See Attached

The offeror shall provide the chronological order of the fireworks display.

See Attached proposal

The offeror shall include an itemized list of quantity, size, and kind of fireworks that will be displayed, along with a detailed description of any special effects. It is highly beneficial that the offeror provide pictures depicting the shell effects.

See Attached proposal

The offeror shall provide their specific guidelines on safety precautions used during the fireworks display including procedures used to assure show safety prior to the event, during the event, and after the event.

See Attached "Show Safety"

The offeror shall provide a description of the quantity and shell sizes for both the fireworks display and the finale, including the estimated length of the fireworks display.

*See attached proposal
&
Cover letter*

EXHIBIT E**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Moberly requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

See Attached E-Verify

Postponement/Cancellation Policy

PONEMENT/CANCELLATION a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician. b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display. A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements. d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.



J&M Displays Proposal for: City of Moberly MO

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue to golden peony		\$26.90	\$53.80
2	Blue to green peony		\$26.90	\$53.80
2	Chrysanthemum to cherry with rosy pistil		\$26.90	\$53.80
2	Colorful crackling flower dahlia		\$26.90	\$53.80
2	Crown to glittering	glitter tail	\$26.90	\$53.80
2	Double Crackle		\$26.90	\$53.80
2	Glittering silver to blue chrysanthemum		\$26.90	\$53.80
2	Glittering silver to green chrysanthemum		\$26.90	\$53.80
2	Glittering silver to purple chrysanthemum		\$26.90	\$53.80
2	Glittering silver to var. color chrysanthemum		\$26.90	\$53.80
2	Glittering silver to yellow chrysanthemum		\$26.90	\$53.80
2	Glittering willow waterfall	glitter tail	\$26.90	\$53.80
2	Gold Palm with crackling pistil	Large Brocade tail	\$26.90	\$53.80
2	Gold Willow with color pistil	Gold tail	\$26.90	\$53.80
2	Gold crown		\$26.90	\$53.80
2	Golden wave to blue to yellow chrysanthemum		\$26.90	\$53.80
2	Green cherry blossom		\$26.90	\$53.80
2	Green crackling		\$26.90	\$53.80
2	Green eddy in chrysanthemum		\$26.90	\$53.80
2	Green falling leaves		\$26.90	\$53.80
2	Assortment D of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$300.00	\$600.00
2	Assortment H of 20 different J&M shells ELECTRIC FIRE	mixed tails	\$300.00	\$600.00
2	Assortment I of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$300.00	\$600.00
2	Assortment J of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$300.00	\$600.00
2	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$300.00	\$600.00
Category Shell Count: 240				\$4,076.00

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
15	Color red white and blue peony 10 Shot finale chain	mixed tails	\$170.00	\$2,550.00
Category Shell Count: 150				\$2,550.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering silver to blue and red chrysanthemum		\$27.50	\$55.00
2	Gold willow with color pistil	Gold tail	\$27.50	\$55.00
2	Lemon Dahlia		\$27.50	\$55.00
2	Red peony	Gold tail	\$27.50	\$55.00
2	Two color dahlia assorted		\$27.50	\$55.00
2	Wave to variegated	Silver tail	\$27.50	\$55.00
4	Willow to Red White and Blue	Gold tail	\$27.50	\$110.00
2	4" PINK DRAGON (comets to reports)		\$45.00	\$90.00
2	4" Shell Brocade Crown		\$45.00	\$90.00
2	4"Golden flash coconut		\$45.00	\$90.00
2	4"SILVER TO GREEN CROSSETTE		\$45.00	\$90.00
2	Blue and lemon strobe coconut	silver tail	\$45.00	\$90.00
2	Brocade Crown crossette		\$45.00	\$90.00
2	Lemon and pink ring with crackling pistils	whistling tail	\$45.00	\$90.00
2	Pink and Lemon crossette		\$45.00	\$90.00
2	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$520.00	\$1,040.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$520.00	\$1,040.00
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$520.00	\$1,040.00
Category Shell Count: 152				\$4,280.00



J&M Displays Proposal for: City of Moberly MO

Main Event

4 Inch Special Effect shells

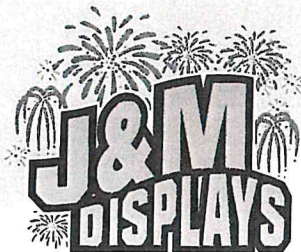
Quantity	Name	Rising Effect	Price	Total
2	4" SMILE FACE		\$54.90	\$109.80
2	Aqua magic peony		\$54.90	\$109.80
2	Aqua meteor		\$54.90	\$109.80
2	Blue ghost peony	whistling tail	\$54.90	\$109.80
Category Shell Count: 8				\$439.20

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Gold willow with color pistil	gold tail	\$49.10	\$49.10
1	Red and Blue Dahlia with silver glitter		\$49.10	\$49.10
1	Wave to variegated	Silver tail	\$49.10	\$49.10
1	1/4 Peony with crackle pistil		\$84.00	\$84.00
1	Chartreuse pistil with sun ring	Gold tail	\$84.00	\$84.00
1	Glittering silver to blue and red chrysanthemum	Silver tail	\$84.00	\$84.00
1	Glittering to sea blue saturn with willow ring		\$84.00	\$84.00
1	Golden kamuro to white strobe	Silver tail	\$84.00	\$84.00
1	Green peony with crackling with flash willow pistil	Crackling tail	\$84.00	\$84.00
1	Lemon dahlia with white strobe to report	gold tail	\$84.00	\$84.00
1	Multi-Color Flowers	/rising green flowers	\$84.00	\$84.00
1	Red chrys with silver willow pistil	Silver tail	\$84.00	\$84.00
1	Scattering with ring (silver wave ring, red blue scatter)	glitter tail	\$84.00	\$84.00
1	Six Angle brocade crown		\$84.00	\$84.00
1	Smiling Time Rain Ring	Silver crackling tail	\$84.00	\$84.00
1	Assortment A of 15 Patriotic J&M shells ELECTRIC FIRE		\$710.00	\$710.00
1	Assortment D of 15 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$710.00	\$710.00
1	Assortment L of 15 different J&M Brand shells ELECTRIC FIRE		\$710.00	\$710.00
1	Assortment M of 15 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$710.00	\$710.00
1	Assortment O of 15 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$710.00	\$710.00
Category Shell Count: 90				\$4,705.30

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua chrys with gold willow to white strobe ring with delayed crackle pistil		\$96.90	\$96.90
1	Blue to chrysanthemum with red to white strobe pistil	Silver tail	\$96.90	\$96.90
1	Chrysanthemum to purple to gold strobe with glittering gold palm core	Gold tail	\$96.90	\$96.90
1	Color crossette ring with crackling pistil		\$96.90	\$96.90
1	Glitter chrysanthemum to blue with blue pistil	gold tail	\$96.90	\$96.90
1	Glitter chrysanthemum to color w/pistil assorted		\$96.90	\$96.90
1	Glitter chrysanthemum to red with red pistil	gold tail	\$96.90	\$96.90
1	Glittering to blue with pink pistil	glitter tail	\$96.90	\$96.90
1	Glittering willow waterfall	glitter tail	\$96.90	\$96.90
1	Gold strobe with blue to green pistil	Gold tail	\$96.90	\$96.90
1	Gold willow to white strobe with crackling pistil	Gold tail	\$96.90	\$96.90
1	Orange to ocean blue with palm pistil	pink tail	\$96.90	\$96.90
1	Purple peony with glittering lemon palm pistil		\$96.90	\$96.90
1	Purple peony with gold coco with green pistil	Gold tail	\$96.90	\$96.90
1	Red and blue dahlia with silver glitter		\$96.90	\$96.90
1	Sky blue chrys with orange pistil		\$96.90	\$96.90
1	Assortment A of 9 different Patriotic shells ELECTRIC FIRE		\$730.00	\$730.00
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00
1	Assortment D of 9 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00
1	Assortment D of 9 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00



J&M Displays Proposal for: City of Moberly MO

Main Event

6 Inch Color Shells Continued

Quantity	Name	Rising Effect	Price	Total
1	Assortment F of 9 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00
1	Assortment O of 9 different J&M Brand shells ELECTRIC FIRE		\$730.00	\$730.00
1	Assortment P of 9 different J&M Brand shells ELECTRIC FIRE		\$730.00	\$730.00
Category Shell Count: 79				\$6,660.40

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Double palm trees with red pistil with tail		\$209.90	\$209.90
Category Shell Count: 1				\$209.90

Section Shell Count: 720

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
5	Report and palm 10 Shot finale chain		\$170.00	\$850.00
Category Shell Count: 50				\$850.00

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Red white and blue dahlia 8 shot finale chain	mixed tails	\$260.00	\$1,560.00
3	Red white and blue peony 8 shot finale chain	mixed tails	\$260.00	\$780.00
Category Shell Count: 72				\$2,340.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	Glittering willow waterfall	glitter tail	\$84.00	\$840.00
Category Shell Count: 10				\$840.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	Red and blue peony with white pistil	Silver tail	\$96.90	\$969.00
Category Shell Count: 10				\$969.00

Section Shell Count: 142

Miscellaneous



J&M Displays Proposal for: City of Moberly MO

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
650	MJG 15' (non-regulated ATF) Igniters with 15' leads (FWI15 - 20 per box)		\$2.20	\$1,430.00
2	Wire 22 gauge copper duplex 250 foot spool		\$65.00	\$130.00
Category Shell Count: 0				\$1,560.00
Section Shell Count: 0				

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Color, whistles & reports with report finale 49 Shot Cake		\$147.00	\$294.00
2	Rainbow Crossette 50 shot Z shape		\$290.00	\$580.00
2	Color comets to crackling 100 shot		\$400.00	\$800.00
Category Shell Count: 398				\$1,674.00
Section Shell Count: 398				

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	49'S Timerain Willow, Red strobe w/Dragon Egg Mine (W) 23 sec		\$217.00	\$434.00
2	Glittering Willow comets 100 shot fan		\$261.00	\$522.00
2	360'S Plum Blossom, White Strobe, Brocade Crown, Dragon egg, SS Finale w/Tail (Z) 45 sec		\$570.00	\$1,140.00
2	Fan cake 300 shot assorted effects		\$570.00	\$1,140.00
Category Shell Count: 1618				\$3,236.00
Section Shell Count: 1618				



J&M Displays Proposal for: City of Moberly MO

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price: \$29,479.80
 Discount: \$8,929.80
 Subtotal Fireworks: **\$20,550.00**
 Sales Tax:
 Local Sales Tax:
 Insurance Processing: \$2,800.00
 License and Permit: \$50.00
 Shoot Fee: \$2,800.00
 Delivery: \$1,600.00
 Musical Firing:
 Shoot Cost: \$200.00
 Equipment Rental:
 Barge/Pontoon Fee:
 Total Price of Show: **\$28,000.00**

Total Shot Count: 2878
 Packing Check: 855
 Date of Display: 07/04/24
 Customer Number: 10671

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$20,550.00 Fireworks Subtotal

\$1,674.00 8% Free for Early Payment
\$3,236.00 15% Free for Loyalty Program
\$4,910.00 Total Free

Total Value of Show is \$41,839.80. Your Price is \$28,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

SHOW SAFETY & SECURITY PLAN

The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.

J & M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

J & M Displays adheres to NFPA 1123 Code for Fireworks Displays and the OSHA Safety Guidelines for Display Fireworks Sites. NFPA approved fire extinguishers are standard equipment at all displays.

During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.

One crewmember will be designated as the “spotter”. The spotter observes the fireworks display as it is launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc.

Should any malfunction/accident occur during the course of the display the lead operator is instructed to stop the show, insure the safety of J&M crew and inform emergency personnel using cell phones or marine radios if they are shooting from a barge. Following notification of emergency personnel, crew will notify sponsor of the status of the display.

J&M uses metal racks manufactured by Pyromaster LLC, a leader of equipment solutions for the pyrotechnics industry. The fireproof steel racks have been tested with high power braking explosions using Commercial ATF EX numbered 1.3G shells. Pressure release design allows catastrophic failure to vent with confidence that racks will remain upright in such an occurrence.

Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris.

Exhibit E

EXHIBIT ENOTICE TO OFFERORS**Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Moberly requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

See Attached. E-Verify

E-Verify



Company ID Number: 215810

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J&M Displays, Inc.

Company Facility Address: 18064 170th Avenue

Yarmouth, IA 52880

Company Alternate
Address:

County or Parish: DES MOINES

Employer Identification
Number: 4212845

North American Industry
Classification System
Code: 713

Parent Company: _____

Number of Employees: 1,000 to 2,499

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

• IOWA

1 site(s)

E-Verify



Company ID Number: 215610

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer J&M Displays, Inc.

Judy Kelly

Name (Please Type or Print)

Title

Electronically Signed
Signature

Judy Kelly

05/23/2009
Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

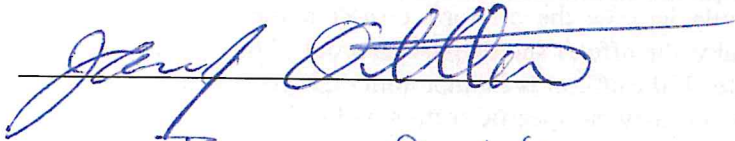
05/23/2009
Date

EXHIBIT E, Continued
CITY OF MOBERLY, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Des Moines)
)SS.
State of Iowa)

My name is James Oetken. I am an authorized agent of J&M Displays, Inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Moberly. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

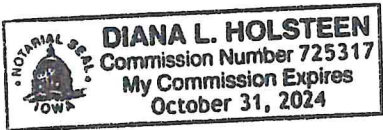
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant 
Printed Name James Oetken

Personally appeared before me, a Notary Public, within and for the County of Des Moines

Iowa, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 28th day of December, 2023.
My Commission expires 10-31, 2024.





(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Moberly or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Moberly or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Moberly or any political subdivision thereof:	
If employee of the City of Moberly or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Moberly or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

F00464882	J+M Displays, Inc
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

COPIES OF THIS
DOCUMENT ARE
MAINTAINED IN
THE OFFICE OF THE
CLERK OF THE
COURT

Exhibit F

EXHIBIT F**MISCELLANEOUS INFORMATION****Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City of Moberly or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Moberly or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Moberly or any political subdivision thereof:	
If employee of the City of Moberly or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Moberly or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

F00464882	J+M Displays, Inc
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

RECEIVED
 MISSOURI SECRETARY OF STATE
 JUNE 10 2008
 JEFFERSON, MISSOURI

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

J & M DISPLAYS, INC.

using in Missouri the name

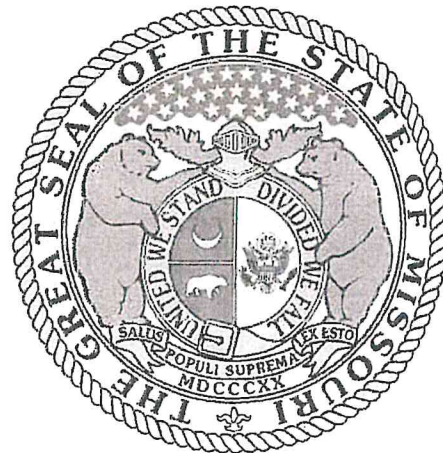
J & M DISPLAYS, INC.
F00464882

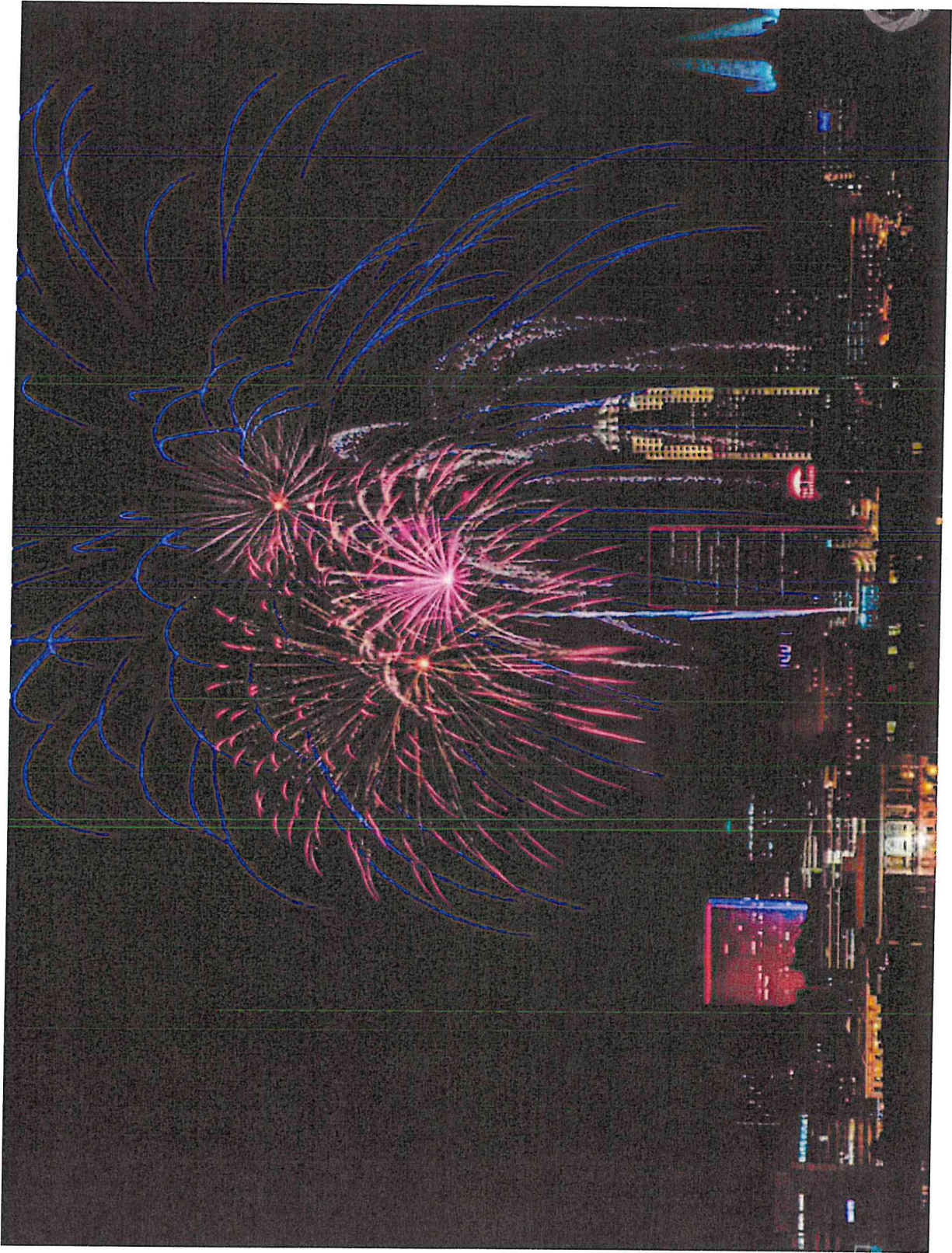
a IOWA entity was created under the laws of this State on the 19th day of January, 1999, and is Good Standing, having fully complied with all requirements of this office.

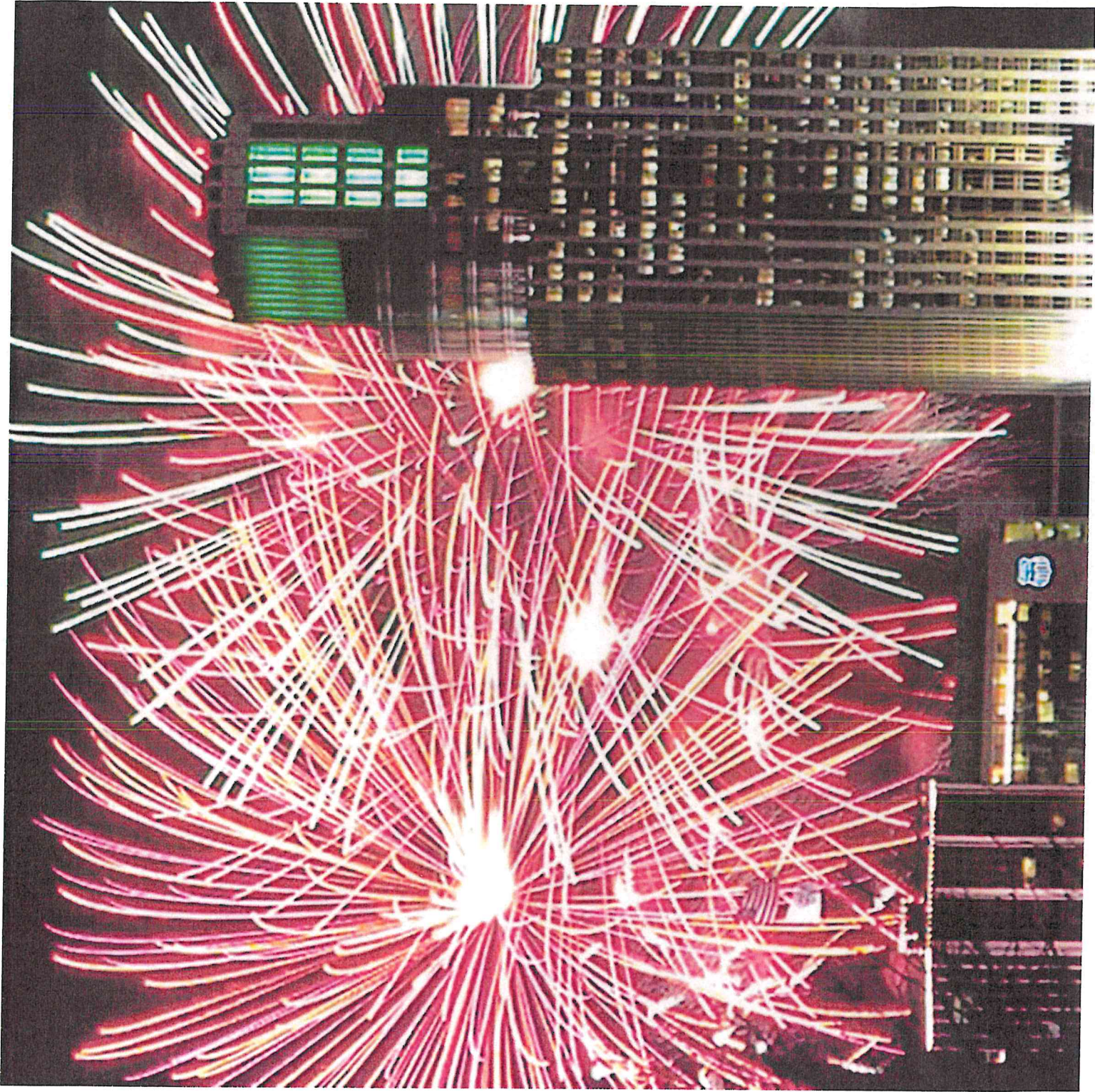
IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of May, 2023.

John R. Ashcroft
Secretary of State

Certification Number: CERT-05092023-0079











BUYER: Troy Bock
PHONE NO.: (660) 269-7613
E-MAIL: tbock@cityofmoberly.com

TITLE: 4th of July Extravaganza

ISSUE DATE: December 7, 2023

RETURN PROPOSAL NO LATER THAN: Friday January 5, 2024 at 2:00 PM Central Time

MAILING INSTRUCTIONS: The bid envelope should be marked "4th of July Extravaganza Proposal." Delivered sealed proposals must be received in the City Clerk's office (101 W Reed Street) by the return proposal date and time.

(U.S. Mail)

RETURN PROPOSAL TO: CITY CLERK'S OFFICE
101 W REED STREET
MOBERLY MO 65270

CONTRACT PERIOD: Effective Date of Contract through One (1) Year (2024). Option to extend four additional years for a total contract period of 5 years.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Howard Hils Athletic Complex
2002 W Highway 24
Moberly, MO 65270

The offeror hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that when a Contract is signed and issued by an authorized official of the City of Moberly, a binding contract shall exist between the offeror and the City of Moberly.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION

This document constitutes a request for competitive, sealed proposals for the provision of firework display services for the City of Moberly, Missouri (hereinafter referred to as City) for the 4th of July Extravaganza (Independence Day) event as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Buyer means the City. The contact person as referenced herein is usually the buyer.
- City refers to the City of Moberly.
- Contract means a legal and binding agreement between two or more competent parties for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Cost means the price to be paid by the City, not inclusive of the value of bonus product or other incentives.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Request for Proposal (RFP) means the solicitation document issued by the City to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION

The City of Moberly Parks and Recreation hosts their annual 4th of July Extravaganza event each calendar year. The event includes a musically choreographed fireworks display, an area specifically for children with inflatables and various other activities, food trucks, and live music.

Although an attempt has been made to provide accurate and up-to-date information, the City does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
December 27, 2024	Close of written <i>Requests for Additional Information</i>
December 29, 2024	Written responses to <i>Requests for Additional Information</i> sent to all
January 5, 2024	Request for Proposal is due by 2:00 p.m. CST
The above dates are target dates and may change.	

PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope to the City Clerk’s office. No fax or e-mail proposals will be accepted. Sealed proposals must be received by the City Clerk’s office by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked “4th of July Extravaganza Proposal.”

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Troy Bock – Parks and Recreation Director
Phone: 660.269.7613
E-mail: tbock@cityofmoberly.com

Any oral responses to any question shall be unofficial and not binding on the City of Moberly. An Addendum to this RFP providing the City of Moberly’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 12:00 p.m. on the date indicated above.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

DOCUMENTED ON-SITE VISIT REQUIRED

Offerors **MUST** be familiar with the site including visiting the site with the Moberly Parks and Recreation Director to affirm the logistics as presented in Exhibit G with an on-site walk-through *prior to bid* to ensure a credible, accurate, and comprehensive bid that accounts for site logistics. A proposal from an Offeror that did not make a documented visit to the site to affirm the logistics *prior to proposal submission will be disqualified* as the on-site logistics and familiarity with the site are paramount both for the quality of the show and for the life and limb of spectators.

REJECTION OF PROPOSALS

The City of Moberly reserves the right to reject any or all proposals received in response to this RFP, any part of any proposal received, or to cancel the RFP if it is in the best interest of the City of Moberly. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION

The wording of the City of Moberly’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Moberly, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the City of Moberly. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS

The City of Moberly shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS

The final agreement between the City of Moberly and the offeror will include by reference:

- Offeror’s Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions, or modifications hereto will be in writing by the Parks and Recreation Director. No other individual is authorized to modify the agreement in any manner.

FUNDS

Financial obligations of the City of Moberly payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void without penalty to the City of Moberly.

TERMS AND CONDITIONS/SAMPLE CONTRACT

The sample contract is attached as Attachment 1. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 1, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

2. SCOPE OF SERVICES

PERIOD OF SERVICE

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period. The City shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the City exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: If the option for renewal is exercised by the City, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the City determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the City may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

SCOPE OF SERVICES

The City seeks a professional firework display entity that shall be experienced with providing professional firework displays for large community events. The contractor shall provide a musically choreographed firework display services for the 4th of July Extravaganza event on July 4th at Howard Hils Athletic Complex in Rothwell Park located in Moberly, Missouri. The fireworks display shall be located as designated in Appendix H.

Setup MUST begin a minimum of two days prior to the event. The contractor shall provide sufficient personnel that can set up and produce the fireworks display for the entirety of the event and shall provide necessary safety equipment and all tools and materials which may be required for the firing of the fireworks display. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

The fireworks display length shall be a minimum of seventeen (17) minutes. The finale shall be a minimum of seventy-five (75) seconds. The fireworks display shall be a pre-loaded, electronically fired, continuous presentation with no gaps longer than seven (7) seconds. Any low-level fireworks below two-hundred (200) feet shall not exceed five percent (5%) of the total duration of the display. 4-inch shells must comprise at least 13% of the shell count; 5-inch shells must comprise at least 5% of the shell count; 6-inch shells must comprise at least 1% of the shell count. Total shell count must be greater than 1500. A copy of the proposed display first Year 1 must be included with the bid and Bidders may not reduce or change the mix of the first year proposal between the bid due date and the show due to cost increases or for any reason.

In the event that hazardous weather occurs prior to or during the event (i.e. rain or excessive wind speeds), the contractor's personnel shall immediately cease the fireworks display and the event shall be rescheduled for the following day on July 5th, unless otherwise mutually agreed upon.

The offeror shall ensure that the offeror and offeror's personnel are familiar with the site prior to submitting a proposal. **Bidders must meet staff on site to review the launch and event site to be qualified to submit a proposal.**

All applicable laws, standards, and industry safe practices shall be followed at all times.

The discharge of fireworks shall be in accordance with the International Fire Code (IFC), as adopted by the City.

All firework materials and equipment in transit to the site shall be transported in accordance with Title 49 - *Code of Federal Regulations*, 'Federal Regulation for Transport'; NFPA 1124 – *Code for the Manufacture, Transportation, and Storage of Fireworks*; and Title 27 – *Code of Federal Regulations* part 18, Bureau of Alcohol, Tobacco and Firearms and Part 181, Commerce in Explosives. The contractor shall provide enclosure in transit and on site for storage of firework materials and shall provide a trailer or other container for storage that is mutually approved between the City and the contractor the day of the event. City storage facilities **may not** be used. **Any** overnight storage shall be communicated with and mutually approved between the City and the contractor. Contractor must be present overnight and provide monitoring to ensure the site remains secure overnight during the setup process.

Fireworks, exclusive of special effects (i.e. cakes) shall be fired from properly secured and approved mortar racks. Placement of such racks shall be approved by the City and shall require minimal disturbance to the grounds on which they will be set. **The use of individual mortar tubes placed in sand-filled boxes will not be allowed.**

The contractor shall notify the City of any unfired shells and their disposition. All mortars shall be inspected and clean of any remaining shells. Misfired or unused shells shall be accounted for and reported to the City at the conclusion of the fireworks display. Shells that failed to fire must be lit after the show and may not be left on site or dumped in a disposal container. The cleanup of the site shall be completed to the City's satisfaction. **Failure to do so will result in a deduction from payment (or refund if pre-paid) of \$2,000.00. Failure to account for unfired shells transparently for the following years show will result in a deduction from payment (or refund if pre-paid) of the cost of the unfired shells plus a penalty of \$2,000.**

The City will furnish for the event (1) sufficient space for safely displaying the fireworks show; (2) police or guard personnel to keep the display area free of citizens and automobiles, trucks, canvas, etc., except those employed on the firing field for the display; (3) toilets for crew use; and (4) a dumpster for cleanup at the end of the event.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS

The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing, and meeting all requirements.

Hard Copy Proposal - When submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal). The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing, and understanding and meeting all requirements.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Moberly is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal. Each section should be titled with each individual evaluation category and all material related to that category should be included therein. Signatures are required on page one, throughout where requested, and at the end of the RFP acknowledging the terms and conditions. Failure to sign and failure to acknowledge any one condition may result in disqualification.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel or officials are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received after the date in the above schedule may not be addressed.

COMPETITIVE NEGOTIATION OF PROPOSALS

The offeror is advised that under the provisions of this Request for Proposal, the City reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The City reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the City determines that a change in such requirements is in the best interest of the City of Moberly.

EVALUTION AND AWARD PROCESS

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the best proposal(s). The City of Moberly reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	30 points
Offeror Experience, Reliability, Expertise of Personnel, Safety, References	50 points
Method of Performance, Quality of Show	20 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the City.

EVALUATION OF COST

Pricing – Pricing shall be broken out and clearly separated from the rest of the proposal. The total cost of the fireworks display cost shall not exceed \$28,000.00 for the original contract period; the total cost of the fireworks display cost shall not exceed an increase of five percent (5%) every potential renewal period.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed prices and the estimated quantity stated on the Pricing Page for the original contract period and each potential renewal period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (30)}}{\text{Evaluation points (30)}} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Moberly makes no guarantee regarding the accuracy of the quantities stated nor does the City of Moberly intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP.

Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Moberly may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror. The offeror shall agree and understand that the City of Moberly is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein, **specifically, personnel MUST have experience operating similar shows in terms of size, scale, footprint and logistics, grade of fireworks, electronic firing, etc. with such experience detailed and references provided.**

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired and note such personnel with similar experience are not yet hired. This will be factored into the evaluation.

Accountability – The offeror understands the City of Moberly expects utmost transparency and accountability from communication and preparation to the delivery of the show promised and acknowledgement and next-year credit for any shells that failed to launch. Similarly, references will be checked on prior work to gauge the transparency and integrity of a prospective Offeror and will be weighed into the experience, reliability, expertise, and method of performance scores.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Moberly reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance

The offeror must be in compliance with the laws regarding conducting business in the City of Moberly. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the City. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
Certificate of authority to transact business/certificate of good standing (if applicable)
Taxes (e.g., city/county/state/federal)
State and local certifications (e.g., professions/occupations/activities)
Licenses and permits (e.g., city/county license, sales permits)
Federal license and regulatory compliance
Insurance (e.g., worker’s compensation/unemployment compensation)
as follows:

- ☐ Workmen’s Compensation Insurance
- \$1 million minimum w/statutory limits
- ☐ Comprehensive General Liability
- o Bodily injury, including death

o Property Damage

\$1 million/occurrence \$2 million aggregate

\$1 million/occurrence \$2 million aggregate
- ☐ Comprehensive Automobile Liability
- o Bodily injury, including death

o Property Damage

\$1 million/occurrence \$2 million aggregate

\$1 million/occurrence \$2 million aggregate
- ☐ Umbrella Coverage
- \$5 million/occurrence \$5 million aggregate
- ☐ Excess Coverage
- \$4 million/occurrence \$4 million aggregate

4. **PRICING PAGE**

The offeror shall provide a firm, fixed price for the firework display services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period. The total cost of the fireworks display cost shall not exceed \$28,000.00 in the Original Contract Period; the total cost of the fireworks display cost shall not exceed an increase of five percent (5%) every potential renewal period. The cost proposed shall be all inclusive for all fees, material, labor, delivery, etc.

Line Item	Description	UOM	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Firm, Fixed Price	3 rd Renewal Period Firm, Fixed Price	4 th Renewal Period Firm, Fixed Price
1	Firework Display Services	Lump Sum	\$_____	\$_____	\$_____	\$_____	\$_____

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror’s organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor’s business, type of services performed, etc. Identify the vendor’s website address, if any.

Provide a list of information regarding the vendor’s current Missouri contracts/clients for 2024.

Provide a list of information regarding the vendor’s current Missouri contracts/clients for 2021, 2022, and 2023.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

The offeror shall provide proof that they are a licensed and authorized business in the State of Missouri.

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	
---	--

EXHIBIT D**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

The offeror shall provide their specific guidelines of their cancellation policy due to inclement weather.

The offeror shall provide the chronological order of the fireworks display.

The offeror shall include an itemized list of quantity, size, and kind of fireworks that will be displayed, along with a detailed description of any special effects. It is highly beneficial that the offeror provide pictures depicting the shell effects.

The offeror shall provide their specific guidelines on safety precautions used during the fireworks display including procedures used to assure show safety prior to the event, during the event, and after the event.

The offeror shall provide a description of the quantity and shell sizes for both the fireworks display and the finale, including the estimated length of the fireworks display.

EXHIBIT E**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Moberly requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT E, Continued
CITY OF MOBERLY, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of _____)
)SS.
 State of _____)

My name is _____. I am an authorized agent of _____(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Moberly. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Printed Name

Personally appeared before me, a Notary Public, within and for the County of

State of Missouri, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20____.

(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Moberly or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Moberly or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Moberly or any political subdivision thereof:	
If employee of the City of Moberly or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Moberly or political subdivision thereof:	_____ %

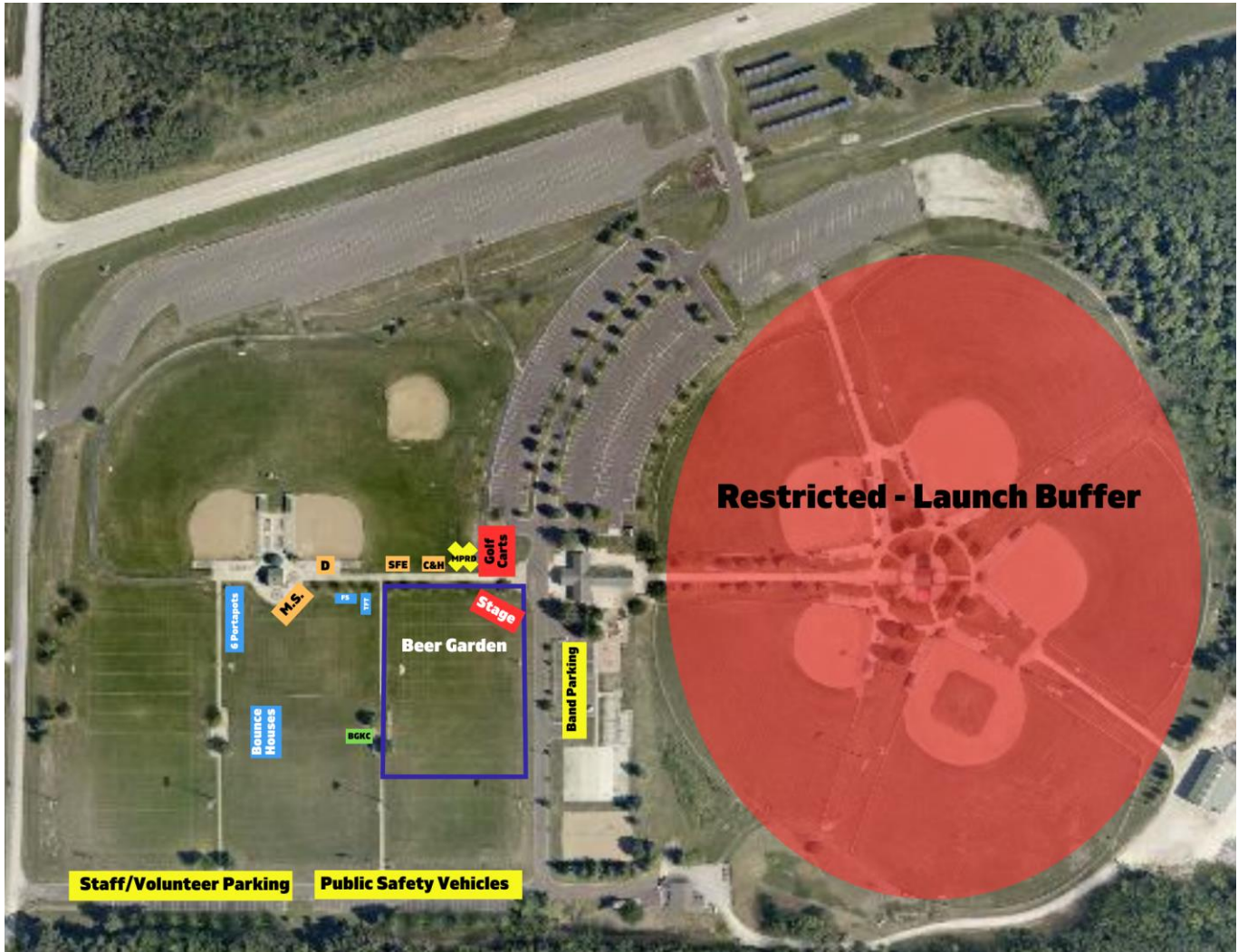
Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

EXHIBIT G
SITE LAYOUT

#6.



Acknowledgement and acceptance of the launch site and event layout:

Printed Name

Signature

Date

City of Moberly
City Council Agenda Summary

Agenda Number:

#7.

Community
Department: Development
Date: February 5, 2024

Agenda Item: A Resolution Approving A Paving Extension Agreement With KOSF II – Moberly, LLC.

Summary: Attached is the paving extension agreement and resolution for KOSF-II Storage.

Recommended
Action: Approve this resolution.

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A PAVING EXTENSION AGREEMENT WITH KOSF II – MOBERLY, LLC.

WHEREAS, KOSF II – Moberly, LLC, “KO Storage” owns a commercial business which has parking and driveway space which must be paved at the time of occupancy according to City Code; and

WHEREAS, KO Storage is not able to complete paving at this time and City Staff has agreed to extend the time for completing paving until June 30, 2024; and

WHEREAS, attached hereto and incorporated herein is a Paving Extension Agreement which contains the terms and conditions of the agreement for completing paving which Staff recommends be accepted by the City Council

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by City Staff and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other action as may be necessary to accomplish the purpose of this Resolution.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

PAVING EXTENSION AGREEMENT

THIS AGREEMENT BY AND BETWEEN the CITY OF MOBERLY, MISSOURI hereinafter referred to as **“City”** and KOSF II-Moberly, LLC **“KO Storage”** hereinafter referred to as **“Owner”**;

WHEREAS, Section 46 of Article IV of the City’s Zoning Ordinance requires paving at the time of occupancy around a commercial business that is new, newly acquired or a change of use and property that has more than two family dwelling units located on said property (Multi-Family or Multi-Unit and Single Family and duplex residences). All new single and duplex residential properties shall be required to improve no more than 75 feet of drive from edge of the paved street onto their lot or parcel with an all-weather material, such as asphalt* or concrete as specified by the city; and

WHEREAS, the City is willing to extend the time for completing the paving until June 30, 2024.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **“Owner”** shall be granted an extension to complete required paving and shall be issued forthwith a **“Temporary Certificate of Occupancy”** **once a bond is in place with the City.** A structure may not be occupied without a bond in place or paving completed.
2. **“Owner”** shall deposit with the **“City”** a cash deposit of Twenty-Five Thousand Dollars \$25,000.00 which shall be refunded to **“Owner”** when pavement is completed within the time allotted. Further, in the event paving is not completed within the allotted time period (June 30, 2024), said cash deposit shall be forfeited by **“Owner”** and **“Owner’s Temporary Certificate of Occupancy”** shall be revoked. The deposit shall be calculated based on \$1.25/square foot of pavement. The time frame is not to exceed six (6) months.
3. *Pavement within the right-of-way shall be required to be at a minimum of 3,500 psi Portland cement concrete pavement, six inches (6”) with reinforcement, or seven inches (7”) without, and a minimum of four inches (4”) of compacted rock base.

Agreed to this _____ day of _____, 20 ____.

City of Moberly
By:

Owner

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Community Development
 Date: February 1, 2024

Agenda Item: A Resolution Authorizing The Purchase Of Real Estate From Nightsky Butterfly, LLC Located At 616 S. 5th Street.

Summary: The Community Development office began the paperwork and demolition of 616 S 5th St this past year. The day after the contractor dropped off his demolition machine a new owner of the property reached out to the City Staff. They purchased the property from the previous owner for back taxes, outstanding City bills, and a title search. They were not notified by the previous owner of the scheduled demolition. They agreed to consent to the demolition with the understanding that the City of Moberly would purchase the deed from them for the amount they paid at closing. This allows for continued progress on the dilapidated property that would not have been cleaned up otherwise.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE FROM NIGHTSKY BUTTERFLY, LLC LOCATED AT 616 S. 5TH STREET.

WHEREAS, the City was in the process of demolishing the structure at 616 S. 5th Street as a dangerous building when it learned that title to the real property had been conveyed to Nightsky Butterfly, LLC. (“Nightsky”); and

WHEREAS, Nightsky then agreed to sell the property to the City for what it paid the previous owner in addition to her title and closing costs for a total of One Thousand and Seventy-Seven Dollars and 50/100 (\$1,077.50); and

WHEREAS, by acquiring ownership of the property prior to demolition the City will be able to immediately include this location for infill development; and

WHEREAS, City Staff requests authority to purchase the below described real property from Nightsky for the sum of \$1,077.50:

Lot Seven (7) in Block Nine (9) of Christians Sub-Division of Hunt and Godfreys Addition to Moberly, Missouri subject to a driveway easement over the North Five (5) feet of the described land and including a Driveway Easement over the South Five (5) feet of adjoining Lot Six (6), and other easements.

NOW, THEREFORE, the Moberly, Missouri, City Council authorizes the City Manager to purchase the above described property from Nightsky for the sum of \$1,077.50 and to take such other and further action necessary to accomplish the purpose of this Resolution.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2024 by and between

NIGHTSKY BUTTERFLY LLC, GRANTORS
217 Division Street, Higbee, Missouri 65257
County of Randolph, State of Missouri, party of the first part and

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

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of ONE THOUSAND SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (1,077.50) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

Lot Seven (7), Block Nine (9) of Christians Sub-Division of Hunt and Godfrey’s Addition to Moberly, Missouri. Subject to Driveway Easement over North Five (5) feet of described land and including Driveway Easement over South Five (5) feet of adjoining Lot Six (6), and any other easements, or more commonly known as 616 South 5th Street, Moberly, Missouri

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

so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

NIGHTSKY BUTTERFLY, LLC, GRANTOR

Alexis Stevens

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

On this _____ day of _____, 2024, before me, the undersigned, a notary in the said County, personally appeared **Alexis Stevens**, personally known to me who declared that she is the managing member of Nightsky Butterfly, LLC and that she possesses the authority to execute this instrument on behalf of said LLC and that the instrument was signed as her free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

City of

Moberly!

101 West Reed Street * Moberly, Missouri 65270-1551

Phone: (660) 263-4420

Fax: (660) 269-8171

December 4, 2023

Consent to Demolition

Comes before me, Alexis Stevens on behalf of Nightsky Butterfly, LLC, and having duly sworn and states the following:

1. I am the owner/agent for Nightsky Butterfly LLC.
2. Nightsky Butterfly, LLC is currently the Deed holder to the property at 616 S 5th St.
3. The real estate exists on the property and is in a dilapidated state.
4. The previous owner was notified of the processes associated with a Dangerous Building on the property.
5. The City of Moberly has taken all the necessary steps to pursue the Dangerous Building and followed their procedures and notifications.
6. After review of the property and visiting with the Code Enforcement Building Inspector, I desire to Deed the property to the City of Moberly.
7. I consent to the demolition which was in processes before our ownership of the property.
8. I voluntarily consent to the demolition of the property and waive any rights to show cause hearings or appeals pursuant to Chapter 26 of City Code Book.
9. I understand that the City of Moberly is entitled to collect the cost of demolition as provided in Section 26.24 of City Code Book. I intend to voluntarily deed the property to the City of Moberly in lieu of paying any demolition costs associated with the property.

I hereby voluntarily give the City of Moberly and it's contractors the right to enter upon my property at a time of it's choosing for the purpose of demolishing the dangerous building located thereon.

Alexis Stevens Signature

Alexis Stevens Printed Name

STATE of Missouri)
COUNTY of Randolph)

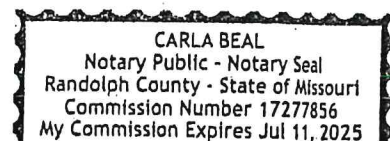
On this 15th day of December, 2023 before me, a Notary Public in and for

said state, personally appeared Alexis Stevens known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he/she executed the same as his/her free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Carla Beal
Notary Public

My commission expires July 11, 2025




USA

Kenneth J. Zellers
Director of Revenue

MISSOURI

NOT FOR
REAL ID
PURPOSES

DRIVER LICENSE



9 CLASS F4b EXP 05/11/2026
4d DL NO. A0451620033 DOB 05/11/1999
1 STEVENS
2 ALEXIS DAWN
8 217 DIVISION STREET
HIGBEE, MO 65257
9a END NONE
12 RESTRICTIONS NONE
15 SEX F17 WGT 125 lb
16 HGT 5'-00"18 EYES BLU
4a ISS 08/18/2021

Alexis Dawn Stevens

5 DD 210452300026

05/11/99

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 28 day of November, 2023, by and be

Robert Bush, a single person

party or parties of the first part, of Randolph County, State of Missouri, grantor(s), and

Nightsky butterfly LLC

party or parties of the second part, of Randolph County, State of Missouri, grantee(s).

Grantee's mailing address is 217 Division St., Highbee, MO 65257.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following Real Estate, situated in the County of Randolph and State of Missouri, to wit:

Lot Seven (7), in Block Nine (9) of Christians Sub-Division of Hunt and Godfrey's Addition to Moberly, Missouri. Subject to Driveway Easement over North Five (5) feet of described land and including Driveway Easement over South Five (5) feet of adjoining Lot Six (6), and any other easements.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and their heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2023 and thereafter, and special taxes becoming a lien after the date of this deed.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: 11142302-ANT 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:		
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> <div style="text-align: right; font-size: small;">1.0 3/98 (11142302-ANT.PFD/11142302-ANT/7)</div>				
D. NAME AND ADDRESS OF BUYER: Nightsky butterfly LLC 616 S 5th St. Moberly, MO 65270		E. NAME AND ADDRESS OF SELLER: Robert Bush		F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 616 S 5th St. Moberly, MO 65270 Randolph County, Missouri		H. SETTLEMENT AGENT: Town & Country Abstract Co. Inc. PLACE OF SETTLEMENT 541 West Coates Moberly, Missouri 65270		I. SETTLEMENT DATE: November 28, 2023
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price	641.74	401. Contract Sales Price		
102. Personal Property		402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)	427.00	403.		
104.		404.		
105.		405.		
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes	to	406. City/Town Taxes	to	
107. County Taxes	11/29/23 to 01/01/24 8.76	407. County Taxes	to	
108. Assessments	to	408. Assessments	to	
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. GROSS AMOUNT DUE FROM BUYER	1,077.50	420. GROSS AMOUNT DUE TO SELLER		
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money		501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504.		
205.		505.		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes	to	510. City/Town Taxes	to	
211. County Taxes	to	511. County Taxes	to	
212. Assessments	to	512. Assessments	to	
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. TOTAL PAID BY/FOR BUYER		520. TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Buyer (Line 120)	1,077.50	601. Gross Amount Due To Seller (Line 420)		
302. Less Amount Paid By/For Buyer (Line 220)	()	602. Less Reductions Due Seller (Line 520)		
303. CASH (X FROM) (TO) BUYER	1,077.50	603. CASH (TO) (FROM) SELLER		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

Alexis Stevens
 Alexis Stevens, Member of
 Nightsky butterfly LLC

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	Paid From BUYERS FUNDS AT SETTLEMENT	Paid From SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:								
701.	\$	to						
702.	\$	to						
703. Commission Paid at Settlement								
704.		to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801.	Loan Origination Fee	%	to					
802.	Loan Discount	%	to					
803.			to					
804.			to					
805.			to					
806.			to					
807.			to					
808.								
809.								
810.								
811.								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901.	Interest From	to	@ \$	/day	(days)	%
902.	MIP Totlms. for LifeOfLoan	for	months to					
903.	Hazard Insurance Premium for	years to						
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001.	Hazard Insurance	@ \$	per					
1002.	Mortgage Insurance	@ \$	per					
1003.	City/Town Taxes	@ \$	per					
1004.	County Taxes	@ \$	per					
1005.	Assessments	@ \$	per					
1006.		@ \$	per					
1007.		@ \$	per					
1008.	Aggregate Adjustments	@ \$	per					
1100. TITLE CHARGES								
1101.	Settlement or Closing Fee	to	Town & Country Abstract				200.00	
1102.	Closing Protection Letters	to	Town & Country Abstract Co. Inc.				50.00	
1103.	Title Examination	to						
1104.	Title Insurance Binder	to	Town & Country Abstract Co. Inc.				146.00	
1105.	Document Preparation	to						
1106.	Notary Fees	to						
1107.	Attorney's Fees	to						
(includes above item numbers:)								
1108.	Title Insurance	to	Town & Country Abstract Co. Inc.				4.00	
(includes above item numbers:)								
1109.	Lender's Coverage	\$						
1110.	Owner's Coverage	\$	641.74			4.00		
1111.								
1112.								
1113.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201.	Recording Fees: Deed \$	27.00	; Mortgage \$			Releases \$	27.00	
1202.	City/County Tax/Stamps: Deed	\$; Mortgage	\$	
1203.	State Tax/Stamps: Revenue Stamps	\$; Mortgage	\$	
1204.								
1205.								
1300. ADDITIONAL SETTLEMENT CHARGES								
1301.	Survey	to						
1302.	Pest Inspection	to						
1303.		to						
1304.		to						
1305.		to						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							427.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT dated this _____ day of _____, 2023, between Robert Bush, a single person, the Seller, and Nightsky butterfly LLC, the Buyer. The terms Seller and Buyer may be either singular or plural according to whichever is evidenced below.

WITNESSETH: For and in consideration of the mutual obligations to the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer and the Buyer agrees to purchase from the Seller, upon the conditions hereinafter set forth, the following described real estate situated in the County of Randolph, State of Missouri, to wit:

616 S 5th St., Moberly, MO 65270

Together with the following described personal property, if any, now located thereon to wit: electric, plumbing, heating and air conditioning fixtures including attached humidifier, attached floor coverings, window shades, venetian blinds, storm doors and windows, screens, awnings, TV antennas, automatic garage door openers _____

subject, however, to any reservations, easements, or restrictions of record and any zoning laws, regulations, ordinances, subdivision restrictions or utility easements affecting the said property as will not materially interfere with such uses of the property as the Buyer might reasonably expect to make in view of the general character of the neighborhood in which the property is located.

The price for said property shall be \$141.74 DOLLARS to be paid by the Buyer as follows: \$_____ at the time and execution of this contract, the receipt of which is deposited with Town and Country Abstract Co., Inc., as agent for the Seller, or with _____, as Escrow Agent, as earnest money, and as a part of the purchase price and consideration for this agreement; and upon delivery of the deed as hereinafter provided the Buyer shall pay the balance of the purchase price as follows: if Seller agrees to finance part of the purchase price as hereinafter set forth, then by delivering the note and deed of trust as hereinafter provided; or if Buyer is assuming and agreeing to pay the note secured by a deed of trust which is presently outstanding as hereinafter set forth, then by Buyer accepting delivery of a deed containing the assumption agreement; and by delivery to the Seller the remaining balance of the purchase price, if any, in cash or by certified check.

All of the general Sales Conditions, Closing Practices and Financing or Special Agreements, all as set forth on this contract, are hereby granted by Seller and Buyer.

SPECIAL AGREEMENTS


FINANCING AGREEMENTS (Only those paragraphs and blanks which are completed shall be applicable.)

- A. This contract is given subject to the Buyer's ability to obtain a (fixed or adjustable) loan or loans in an amount of at least _____ percent of the purchase price or in the amount of _____ dollars payable over a period of not less than _____ years and bearing interest at a rate of not more than _____ percent per annum INITIALLY. The INITIAL interest rate may be adjusted at intervals in the future according to the Lender's particular loan policies and requirements. The Seller shall not be obligated to pay any of the expenses incidental to the obtaining of such loan or loans. The Buyer shall use reasonable diligence in seeking to obtain such a loan or loans and in the event the Buyer is unable to obtain such loan commitment by _____ M. on the _____ day of _____, 20____, then this contract shall be null and void and the earnest money deposited shall be returned to the Buyer. On or before said date and time, Buyer or Buyer's Agent shall advise Seller or Seller's Agent whether a loan commitment has been obtained. The requirement of reasonable diligence on the part of the Buyer shall be deemed satisfied if the Buyer makes a loan application at three different lending institutions in the vicinity where the real estate is located and presents to each full and complete information concerning the Buyer's financial situation.

CLOSING

- B. The sale under this contract shall be closed at the office of Town and Country Abstract Co., Inc., 541 West Coates, Moberly, Missouri, on or before the _____ day of _____, 20____, at _____ o'clock ____M., or at such time and place as the parties may mutually agree. If there are defects in the title to the property which require correction or if the abstract is not delivered to the Buyer or his attorney before the date of closing specified above, then the time of such closing shall be extended as provided in the general sales conditions and closing practices.
- C. Possession shall be delivered to the Buyer at the time of closing or at _____M., on the _____ day of _____, 20____, subject to the rights of _____ who occupies the premises. If the Seller continues in possession of the premises beyond the date of closing the Seller shall be responsible for any damage to the premises after closing caused by Seller, his agents or invitees but shall not be responsible for any other damage to or deterioration of the premises, the fixtures, or equipment occurring after closing.


IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and the year first above written and acknowledges receipt of one copy of this contract. It is agreed that this contract shall be binding upon the parties, their heirs, assigns, and representatives.

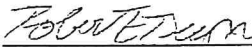

Buyer

Date _____

Time _____

Phone : ~~660-833-3866~~


660-670-0338


Seller

Date _____

Time _____

Phone :

660-651-7555

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Robert Bush
Robert Bush

State of Missouri)
County of Randolph) ss.

On this 28 day of November, 2023, before me personally appeared Robert Bush, a single person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year first above written.

My term expires

Tiffany M. Cox
Notary Public

TIFFANY M. COX
Notary Public - Notary Seal
Randolph County - State of Missouri
Commission Number 22171971
My Commission Expires Mar 3, 2026

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY MISSOURI TO EXECUTE A BURIAL SERVICES AGREEMENT WITH FLETCHER’S EXCAVATING, LLC.

WHEREAS, City Staff requested bids from interested parties for grave openings and closings for a three-year term beginning February 1, 2024; and

WHEREAS, bids were opened on December 27, 2023, with three bids being received and the bid of Fletcher’s Excavating, LLC was deemed to be the lowest responsible bid; and

WHEREAS, attached hereto is a Burial Services Agreement (the “Agreement”) with Fletcher’s which has been agreed to by Fletcher’s; and

WHEREAS, City Staff recommends approval of the Agreement.

NOW, THEREFORE, the Moberly City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action necessary to effectuate the purposes of this Agreement.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

BURIAL SERVICES AGREEMENT
CITY OF MOBERLY, MISSOURI

Comes now the City of Moberly, Missouri (the “City”) and Fletcher’s Excavating, LLC., (“Fletcher’s”) and hereby enter into the following Burial Services Agreement (the “Agreement”) this ____ day of _____, 2024 (the “Effective Date”).

RECITALS

- 1. City Staff requested interested parties to submit bids for grave openings and closings for a three (3) year period beginning February 1, 2024, through January 31, 2027 for Oakland Cemetery.
- 2. Three bids were received, and city staff judged the bid of Fletcher’s to be the lowest responsible bid.
- 3. The terms of this Agreement shall not be effective until approved by the governing body of the city and the execution of this contract by each party.

TERMS

A. GRAVE OPENING CHARGES.

The standard charges for grave openings is as follows:

Standard Burials	
Weekdays (Monday – Friday)	\$500.00
Weekends	\$600.00
Holidays	\$600.00
Combined Burial Space	
Weekdays (Monday – Friday)	\$1,000.00
Weekends	\$1,200.00
Holidays	\$1,200.00
Disinterment	
Weekdays (Monday – Friday)	\$1,000.00
Weekends	\$1,000.00
Holidays	\$1,000.00
Infant Burials	
Weekdays (Monday – Friday)	\$200.00
Weekends	\$200.00
Holidays	\$200.00

B. TERM.

The term of this Agreement will extend through January 31, 2027. Thereafter the city will rebid the grave opening services for Oakland Cemetery.

C. ADDITIONAL PROJECT REQUIREMENTS.

Fletcher’s will provide city with contact information and will be available by phone 365 days a year. Graves will be refilled so the top of the grave is flush, or a little above, the surrounding ground. The area around the grave will be left in good condition after filling in. Fletcher’s will replace or repair any headstones or appurtenances, broken or damaged, as a result of grave digging operations.

D. LICENSING.

Fletcher’s shall maintain a city business license during the term of this Agreement. It shall also maintain any other licenses or permits required by the State of Missouri.

E. HOLD HARMLESS.

To the fullest extent not prohibited by law, Fletcher’s shall indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, its employees or any person directly or indirectly employed by it, in connection with the services provided in this Agreement.

F. NO WAIVER OF IMMUNITIES.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties hereto agree that in no event shall the City or any of its elected officials, officers, agents and employees have any liability in damages or any other monetary liability to the Fletcher’s or any of its officials, officers, agents or employees in respect of any suit, claim, or cause of action arising out of this Agreement and Fletcher’s waives any such claim except any claim premised on the negligence of the City. No elected officials, officers, agents or employees of the City shall be personally liable to the Fletcher’s or its officials, officers, agents or employees in the event of any default or breach by any party under this Agreement.

G. COMMUNICATIONS.

Any notice or communication concerning this Agreement shall be addressed to:

If to the City: City Administration
Attn: Randall Thompson
101 West Reed Street
660-269-8705

If to the Fletcher’s: Zachary Fletcher
1026 Highway YY
Moberly, Missouri 65270
660-833-7443

H. INSURANCE

Fletcher’s shall maintain during the term of this Agreement Commercial General Liability with limits not less than \$300,000.00 per occurrence.

I. AMENDMENTS.

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties unless agreed to in writing and approved by each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2024.

CITY OF MOBERLY, MISSOURI

FLETCHER’S EXCAVATING, LLC

By: City Manager

By:

Grave Opening & Closing Bid Tab			
Business	Fletcher's Excavating LLC	Whalen Services LLC	RB Small Excavation LLC
Standard Burial			
Weekdays (Mon-Fri)	\$500.00	\$800.00	\$490.00
Weekends	\$600.00	\$900.00	\$600.00
Holidays	\$600.00	\$900.00	\$600.00
Combined Burials			
Weekdays (Mon-Fri)	\$1,000.00	\$1,600.00	\$1,000.00
Weekends	\$1,200.00	\$1,800.00	\$1,200.00
Holidays	\$1,200.00		\$1,200.00
Disinterment			
Weekdays (Mon-Fri)	\$1,000.00	\$1,600.00	\$1,000.00
Weekends	\$1,000.00	\$1,650.00	\$1,200.00
Holidays	\$1,000.00		\$1,200.00
Infant Burials			
Weekdays (Mon-Fri)	\$200.00	\$500.00	\$490.00
Weekends	\$200.00	\$575.00	\$600.00
Holidays	\$200.00	\$575.00	\$600.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Parks and Recreation

Date: February 5, 2024

Agenda Item: A Resolution Authorizing The City Manager Of The City of Moberly, Missouri To Execute An Agreement With J & M Displays, Inc. Fireworks Display.

Summary: Advertisement was made seeking proposals for fireworks in addition to three direct solicitations to companies that have interest and do commercial grade shows in Missouri.

One proposal was received from J&M Displays. The City has a decades-long relationship and positive experience with J&M Displays. J&M Displays also handles nearly all of the larger shows in Missouri (and some surrounding states) so we feel very comfortable moving forward with them.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Contracted Services

Account Number: 115.043.5406

Available Budget \$: \$64,900.

ATTACHMENTS:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH J & M DISPLAYS, INC FIREWORKS DISPLAY.

WHEREAS, City Staff requested proposals by advertisement and direct solicitation for a commercial grade fireworks display of the 4th of July, 2024; and

WHEREAS, one response to the request was received from J & M Display, Inc., for a one-year agreement with an option for four additional years with the initial year costing \$28,000.00; and

WHEREAS, attached hereto is the Agreement with J & M Displays, Inc., which City Staff recommends be accepted by the City.

NOW, THEREFORE, the City of Moberly agrees to the terms of the Agreement presented by J & M Displays, Inc. and hereby authorizes the City Manager to execute said Agreement on behalf of the City of Moberly.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



FIREWORKS DISPLAY AGREEMENT

#10.

THIS AGREEMENT is made and entered into this 29 day of January, 202, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Moberly, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$28,000 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4, 2024 at approximately 9:30 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 28,000 in full by April 15 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 5 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

City of Moberly

City Council Agenda Summary

Agenda Number: #11.

Department: Public Utilities

Date: February 5, 2024

Agenda Item: A Resolution Accepting The Bid Of Sunflo And Authorizing The Purchase Of Aeration Mixers For The Rollins CSO Lagoon.

Summary: These mixers will provide aeration to the Rollins CSO Lagoon and help to relieve odor and sludge issues. These units are solar operated, so no other infrastructure is required unlike the other proposals. \$81,553.00

Recommended

Action: Staff recommends approval of the Resolution.

Fund Name: Lift Station and Lagoon maintenance

Account Number: 301 114 5304

Available Budget \$: Unbudgeted expense.

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF SUNFLO AND AUTHORIZING THE PURCHASE OF AERATION MIXERS FOR THE ROLLINS CSO LAGOON.

WHEREAS, in an effort to resolve odor issues at the Rollins CSO Lagoon City Staff has considered various options and requested proposals from qualified vendors for potential solutions; and

WHEREAS, Sunflo has proposed using solar aeration mixers to relieve odor and sludge issues at the lagoon; and

WHEREAS, attached hereto is the proposal from Sunflo to provide two 15 horsepower floating aerators and associated equipment at a cost of \$81,553.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Sunflo and authorizes the City Manager to enter into the attached proposal with Sunflo for a sum not to exceed \$81,553.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Proposal No. OP-584894
November 17th, 2023

TO: City of Moberly, MO
PROJECT: Rollins Lagoon Mixer
ATTN: Emily Lute

We are pleased to provide the following equipment quotation for Mixers at the Rollins Lagoon.

Aerators:

THREE (3) AER-AS 1100-30 Floating Aerator 304 15Hp 1800 RPM 3Ph 230/460v 60hz

Includes the following:

- Mooring Cables and all Necessary end connection hardware (300' cable per unit with 6 end connection hardware kits and quick links
- Power Cable- 1,000' spool of AWG 12/4 SE00W 600V power cable
- Anti-erosion plate
- Shorted Cone Cross for operation in 38" minimum water level (SWD)

NOTE:

1. City will need to put in a disconnect for each of the Mixers. This will be the On/Off control of the mixers
2. Complete installation by others
3. City to maintain a minimum water level of 38" during operation of floating aerators

Lead Time: 3-6 Weeks ARO (after release of submittals)

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$68,057.00

Control Panel

ONE (1) Single NEMA4X Enclosure with the following:

- (3) Motor Starters
- Push buttons
- Status light

Note:

1. Recommend putting the control panel where you would like it and putting remote junction boxes (by others) along the basin edge.
2. If you need more cable due to panel and junction box locations that wire would be by others.

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$19,750.00

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

September 28, 2023

Emily Lute
City of Moberly
1553 E Rollins St
Moberly, MO 65270
Phone: (660) 269-9437
Email: elute@cityofmoberly.com

**RE: ODOR REDUCTION CORROSION ABATEMENT (ORCA) BIOXIDE® SYSTEM
CITY OF MOBERLY, MO – ANIMAL SHELTER PS / ROLLINS STREET LAGOON
Evoqua Quote No. 2023-632299**

Dear Ms. Lute

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the following proposal to install an Odor Reduction Corrosion Abatement (ORCA) BIOXIDE® system at the Animal Shelter PS under a full-service agreement. The proposed system will control odors in the downstream Rollins Street Lagoon.

Evoqua Water Technologies LLC is established as an industry leader for the supply of odor and corrosion control products and services. The Evoqua Municipal Services Division employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers nationwide.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (941) 376-9226.

Sincerely,

Alex Rodriguez

Alex Rodriguez
Technical Sales Representative

Evoqua Water Technologies LLC

ODOR REDUCTION CORROSION ABATEMENT (ORCA) BIOXIDE® SYSTEM

**ROLLINS STREET LAGOON
CITY OF MOBERLY, MO**

Quotation # 2023-632299

September 28, 2023

Sales Representative

Alex Rodriguez
Evoqua Water Technologies LLC
Mobile: (941) 376-9226
Email: alexander.rodriguez@evoqua.com



BACKGROUND

The City of Moberly operates the Rollins Street Lagoon, an open-air basin with an approximate working volume of 8,000,000 gallons. Evoqua recommends an initial shock dosage of ~1610 gallons BIOXIDE® Solution to elevate nitrate concentrations and prepare the lagoon for a daily maintenance odor control dose.

The lagoon receives 138,000 GPD of wastewater, on average, over a one-hour period during typical dry weather from the nearby Animal Shelter PS. This influent flow can increase to approximately 1,600,000 GPD over 11.4 hours, during rain events. Based on this information provided by the City, we have estimated an average BIOXIDE® maintenance dose of 10 – 15 GPD during normal dry weather conditions, with potentially 150 – 160 GPD fed during high flow rain events to manage odors originating from the lagoon. However, actual feed rates are likely to vary depending on the physical conditions and flow rates of your system, as well as the City's specific treatment goals.

The BIOXIDE Solution utilizes the inherent ability of facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The solution provides nitrate-oxygen to the wastewater, supporting this biochemical mechanism. BIOXIDE solution is chemically stable, allowing continuous removal of sulfide. And as a result of the biochemical process, BIOXIDE Solution provides the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

To dose BIOXIDE, Evoqua shall supply an Odor Reduction Corrosion Abatement (ORCA) feed and storage system to the City of Moberly as part of the full-service program. Evoqua's innovative ORCA solution provides superior odor control efficiency and corrosion protection through state-of-the-art digitally enabled technology and proactive service. With 24/7 remote monitoring, real-time automated dosing adjustments and automated alerts for proactive service, the ORCA solution ensures that you are dosing odor control chemicals with peak performance. Some key features and benefits of the ORCA solution include:

FEATURE	BENEFITS
Remote Monitoring	24/7/365 remote monitoring of your feed system with immediate notification of alarm conditions.
System Alarms & Alerts	Automated system alarms and alerts for proactive maintenance, to ensure dosing consistency and accuracy.
Digital Control	Advanced remote monitoring and control reduces utility and personnel risk by reducing overall on-site service requirements.
Tank Level Indicator	Chemical tank level visibility supports inventory management, leak monitoring and minor dose deviations.
Leak Detection	Identifies leaks in the dose skid boundary and tank interstitial space (for double walled tanks equipped with leak detect sensors). <ul style="list-style-type: none"> Tank Isolation Solenoid Valve isolates the chemical storage tank when a leak is detected. Pump Lockout minimizes spill volumes by securing dosing pumps.
Predictive Pump Maintenance	Protects against issues of failure with automated indication of pump maintenance requirements to facilitate a proactive response, maximizing uptime.
Real-Time Automatic Dosing Adjustments	Chemical dose rates automatically adjust in response to rain events, temperature changes and more. (Requires appropriate signals provided as inputs to the system)
Wi-Fi Connectivity	User-friendly interface with Wi-Fi Connectivity.

SCOPE OF SERVICES

1. EQUIPMENT

Evoqua Water Technologies shall provide the following equipment:

- (1) 2,550 Nominal Gallon Double Wall, High-Density Cross-Linked Polyethylene, Black, Chemical Storage Tank, (8' 0" Diameter, 9' 11" Tall, Specific Gravity 1.90).
- (1) Neoprene Tank Pad
- (1) Pressure Transducing Sensor for remote tank level monitoring
- (1) Reverse Float Mechanical Level Indicator
- (1) Double-Wall Piping Kits shall consist of:
 - (1) 2" Stainless Steel Male Camlock
 - (1) 2" Plastic Female Camlock Cap
 - (~) 1/2" Polyethylene Tubing
 - (~) 2" Schedule 40 PVC Pipe for Discharge Line
 - (~) 2" Schedule 80 Pipe Tank Fill Piping
 - (~) Misc. required fittings
- (1) Self-Contained ORCA Dosing Platform which shall include:
 - (1) 15 Amp Circuit Breaker, 120 volts
 - (1) Integrated chemical flow meter and flow control valves
 - (1) Integrated mechanical float leak-detection assembly
 - (1) Thermostatically Controlled Heater
- (1) ORCA Advanced Dosing Controller – The ORCA Control System will be programmed at the factory and can be optimized in the field to functionally control the dose rate using either 24 hour / day per week dose curves or by utilizing a customer supplied dry contacts / 4-20 mA flow signal. Additionally, the ORCA controls shall come equipped with:
 - (2) Spare analog inputs for secondary chemical storage tank level indication, wastewater flow rate, or hydrogen sulfide.
 - (1) Spare analog input for wastewater pH or ORP
 - (3) Digital inputs, which can be used to interlock chemical dosing pumps to wastewater pumps and/or calculate sewage flow rates.
 - (~) Customer outputs – enables tank level and the system common alarms to be displayed on customer's SCADA. the common alarm provides indication of conditions such as tank empty, tank level high, tank interstitial leak, and sump leak.
- (2) Watson Marlow QDOS Metering Pumps with an adjustable feed rate up to 2000 mL/min and a maximum discharge pressure of 60 psi.
- (1) All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

2. SITE AND UTILITIES

City of Moberly shall be responsible for having certain facets of site preparation completed prior to Evoqua's Mechanical Installation of the Chemical Feed System. This includes, but is not limited to dewatering, concrete work, trenching, containment piping, excavation, backfill, piping and electrical. Additionally, the customer shall be required to supply the following for the Chemical Feed System:

- Power – 15A / 120VAC / 1PH (provided within 10' of equipment)
- Floor Space – 150" x 110" concrete pad preferred
- Tanker Access for chemical delivery
- Customer supplied dry contacts or 4-20 mA flow signal (if applicable)
- Potable Rinse Water

Mechanical Installation Services include:

- Tank penetrations
- Installation of fill piping on tank
- Installation of U-vent
- Installation of suction piping from tank to pumps
- Installation overfill site gauge, when included
- Installation of tank level monitoring equipment and/or level display systems, when included
- Mounting and placement of feed system

Mechanical Installation Services exclude:

- Setting of the tank or provision of crane (if needed)
- Electrical supply or connections
- Any concrete work, trenching, excavation, and backfill
- Any Below grade piping

3. SCHEDULE

Evoqua can begin the program within 10 – 12 weeks of authorization to proceed after Evoqua contract approval and depending on scheduling.

4. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

An Evoqua service technician will perform routine maintenance and sampling for the chemical feed site at a *minimum of twelve (12) times per year*. These visits will be conducted at a frequency *not more than 1 month apart* and shall include odor control point liquid phase sampling. A written report will be provided within a week of site visit. Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:

- Perform scheduled preventative maintenance on equipment.

- Liquid phase testing for performance evaluation. The parameters measured shall be:

Parameter Monitored	Method
Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
pH	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

- Optimization of chemical feed rates based on liquid phase performance evaluations.
- Evoqua shall respond to any emergencies immediately and target a resolution time of less than 24 hours within being notified of any odor complaints or odor control equipment failures.
- 24-hour technical phone response is included in the price of the program.
- A report will be issued to City of Moberly after each visit noting the following:
 1. Beginning feed rate in ml/min, gal/day
 2. Liquid phase data collected
 3. Adjusted feed rate in mL/min, gal/day
 4. Tank Levels
 5. General Condition of the feed and storage equipment

5. PRICING

Chemical and service pricing is per the current annual pricing letter. However, equipment will be leased at the pricing below and valid through June 30, 2024:

BIOXIDE®: **\$ 4.75 / gallon.** Price includes delivery, Prepaid (PPD).

EQUIPMENT: **\$ 950 / month.** Monthly billing will begin after startup.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The Terms and Conditions of the existing contract are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of forty-five (45) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (941) 376-9226.

Sincerely,

Alex Rodriguez

Alex Rodriguez
 Technical Sales Representative
Evoqua Water Technologies LLC

**RE: ODOR REDUCTION CORROSION ABATEMENT (ORCA) BIOXIDE® SYSTEM
CITY OF MOBERLY, MO – ANIMAL SHELTER PS / ROLLINS STREET LAGOON
Evoqua Quote No. 2023-632299**

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____

Site Address: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

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Rollins St CSO Lagoon Odor Control

Short Term:

Bioxide

- 1,600 gallons injected into the lagoon monthly
- \$8,000/month

Peroxide

- \$1785/330 gal tote
- Dosage rate per day will be set for the tote

Intermediate Control:

Bioxide

- Set a Bioxide tank at the pumpstation to dose the lagoon with a small amount every time the pumps kick on
- Pumps run a small amount of water to the lagoon a few times a day
- Will need to do minor earth work, electrical modifications, and potable waterline at PS
- 10–12-week lead time on equipment
- Monthly maint. contract with vendor
- Can be easily taken out if we decide on a different long term control
- Equipment \$950/month rental
- Chemical \$4.75/gallon
- Roughly \$40,000 annually

SunFlo

- Floating solar mixers
- Designed to increase oxygen and reduce sludge build up in lagoons
- Need 2 units for the size of the lagoon
- Need to install anchoring system to sides of lagoon
- Can be easily taken out if we decide on a different long term control
- Purchase cost \$87,053
- Rental Cost \$56,375 for a year
 - 12-month minimum rental

Microorganisms

- Heartland Environmental to provide microorganisms
- Quarterly schedule of dosage
- 3 totes per quarter
- A small aeration system (provided by Vendor) will be required
- Cost per year \$60,000

Long Term Control:

Bioxide

- See intermediate control

SunFlo

- See intermediate control

Oxygen Injection

- <https://www.chartindustries.com/Businesses-Brands/ChartWater#>
- <https://eco2tech.com/applications/wastewater-odor-and-corrosion-control/#collection-systems>

Aeration

- Floating Aerators
 - 3 are proposed
 - Will need to install electrical needs
 - \$90,000
 - 3-6 week lead time
 - Boat will be needed for routine maintenance
 - Freezes easily in winter months
- Floating lateral diffused aeration system
 - Guessing \$500,000 plus
 - Blowers are needed
 - Engineering possible

City of Moberly

City Council Agenda Summary

Agenda Number: #12.
Department: Public Utilities
Date: February 5, 2024

Agenda Item: A Resolution Accepting The Bid Of Vandevanter Engineering/Cogent, Inc And Authorizing The Purchase And Installation Of A Grinder At The Darwood Lift Station.

Summary: Vandevanter grinder is needed for the Darwood Lift Station due to excessive amounts of rags and products fouling the pumps. Not low choice due to the need working to having all lift station equipment being the of same manufacturer. \$49,330.00

Recommended

Action: Recommend approval of the Resolution.

Fund Name: Lift Station and Lagoon Maintenance

Account Number: 301 114 5304

Available Budget \$: 85,000

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE BID OF VANDEVANTER ENGINEERING/
COGENT, INC AND AUTHORIZING THE PURCHASE AND INSTALLATION OF A
GRINDER AT THE DARWOOD LIFT STATION.**

WHEREAS, the grinder in the Darwood Lift Station wet well must be replaced due to being damaged by refuse and debris fouling the pumps; and

WHEREAS, City Staff requested bids from qualified vendors and is recommending the bid from Vandevanter Engineering/Cogent, Inc (“Vandevanter”) because it includes the same kind of equipment the City has installed at other locations; and

WHEREAS, attached hereto is the proposal from Vandevanter to provide a Vogelsang XRC100-320QD X-Ripper Assembly for the sum of \$49,330.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Vandevanter and authorizes the City Manager to enter into the attached proposal with Vandevanter for a sum not to exceed \$49,330.00.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



Quote #

70488

JWC Environmental
2850 S. Red Hill Ave Suite
Santa Ana, CA 92705 USA
Fax: 714.242.0240

#12.

Page: 1

Please address Purchase Orders to:

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

To Emily Lute
City of Moberly, MO
elute@cityofmoberly.com

Rep
Phone

Ressler & Assoc., Inc.
636-391-8992

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	Moberly, MO - Lift Station	Bid Date	
Quote Date	09/26/2023	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	11/27/2023
Ship Equipment	8 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	1	10K Muffin Monster Open Channel Model 10002-0008-DI 10K Muffin Monster grinder suitable for up to 180 gpm in a channel (refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 8" cutter stack using 11-tooth cam cutters, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90psi, green epoxy-coated ductile iron end housings and high-flow siderails, 29:1 speed reducer and 5 hp XPNV 460v/3ph/60Hz electric motor with 50' cable.
2	1	CONTROLLER ASSY PC2200 motor controller in a NEMA 4X FRP enclosure accepting 230v/3ph/60Hz or 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC.
3	1	CUSTOM FRAME ASSEMBLY Wall-mounting frame assembly fabricated in 304 stainless steel.
4	1	CUSTOM GUIDE RAIL ASSEMBLY Guide rail assembly fabricated in 304 stainless steel. Estimated 15 ft.
5	1	CUSTOM LIFTING BAIL ASSEMBLY Lifting bail assembly fabricated in 304 stainless steel.
6	1	CUSTOM LIFTING CHAIN ASSEMBLY Lifting chain assembly fabricated in 316 stainless steel. Estimated 19 ft.
7	1	O&M MANUALS ELECTRONIC COPY
8	1	START-UP ASSISTANCE & TRAINING (1) day start-up supervision by factory authorized representative.
9	1	WARRANTY Manufacturer's standard 1 year warranty.
10	1	SHIPPING & HANDLING

Price \$23,940.00**Comments**

1. See attached flow curve & general arrangement drawing

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Quote # 70488

JWC Environmental
2850 S. Red Hill Ave Suite
Santa Ana, CA 92705 USA
Fax: 714.242.0240

#12.

Page: 2

Clarifications and Exceptions

1. Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.
2. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
3. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, no assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. =

F360JWCE0107

C and C Pumps & Supply, Inc
 13085 Route 37
 Marion IL 62959
 Phone # 618-997-2311
 Fax # 618-997-2312



Quote Estimate

Date	Quote #
10/17/2023	Q11626

Name / Address
City Of Moberly 101 West Reed St Moberly, MO 65270

Ship To
City Of Moberly 101 West Reed St Moberly, MO 65270
Attn:



Fuel Surcharges: Due to rising fuel costs this is a necessary addition to your order. We hope this will be temporary.

Visit our website : candcpumps.com

Or schedule a time to see one of our fully stocked warehouses in Marion, IL and St. Louis, MO

P.O. No.	Sales Representative	Terms	FOB		
	Steve Migas 314-708-7682	Net 30	Factory		
Description		Qty	U/M	Rate	Total
Installation of the Muffin Monster Grinder in Moberly including the bypass set up.					
Bypass Pump and Equipment, (1) 6GST, (1) R601397000050, (3) RS6X10B, (2) RD6X50OROB, (2) R325200, (1) R6QDXCAM		1.00	ea	995.00	995.00
Labor 3 Techs, Perdium, Crane Truck, Vac Trailer		1.00	ea	12,265.00	12,265.00

Standard Labor Rates Apply Mon thru Fri - 7am to 4pm
 After Std Hours and Saturday Rate = 1.5X Standard Rate
 Sunday Rate = 2X Standard Rate
 Holiday Rate = 3X Standard Rate

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Subtotal	\$13,260.00
Sales Tax (8.988%)	\$0.00
Total	\$13,260.00

Accepted By _____ Date _____ PO# _____

Proposal No. OP-580736
September 27, 2023

TO: City of Moberly, MO
PROJECT: Darwood LS Grinder
ATTN: Emily Lute

We are pleased to provide the following equipment quotation for a Grinder in the wetwell at the Darwood Lift Station

- ONE (1) Vogelsang XRC100-320QD X-Ripper Assembly
- Rotor Material: High Wear Resistant Special Steel 5.5 mm
 - Mechanical Seal: Cartridge Single
 - O-ring: NBR
 - Wear Plate: High Wear Resistant Special Steel
 - XRC Mount: Wall Mount Straight
 - Drive Type: Immersible Gearbox + Motor
 - Motor: EMOD 3 HP, 460v 60Hz, 1760 Rpm

- ONE (1) XRC Mount Assembly
- Mount Type: Straight Wall
 - Rail Material: Stainless Steel

- ONE (1) 3 Hp Xripper Control Panel
- Polycarbonate Enclosure
 - PC 3Hp, 460v NEMA 4X

ONE (1) LOT of Labor to send (2) Vandevanter Engineering Field Techs out the the jobsite to make a confined space entry to install the Grinder Guide Rail System, Grinder and the Control Panel

NOTE:

1. Pump will have to be moved to the other location. Pump will still fit in the location of the grinder but anytime the pump needs to be pulled the Grinder will need to be pulled as well.
2. City to provide a disconnect at the Rack by the wetwell for the Grinder. VE will connect the panel to the disconnect.
3. Wet well will be out of service for a time while the grinder guide rail system is being installed.

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$49,330.00

F.O.B. – Factory Freight is 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.

Revised February 2019



Date: November 10, 2023

Ms. Emily Lute
Chief Wastewater Operator
City of Moberly

RE: Darwood Pumping Station

Dear Emily:

We appreciate the opportunity to work with the City of Moberly. As we discussed, we are pleased to offer the following equipment and services for your consideration for use at the referenced location:

One (1) Franklin Miller Taskmaster TM 8508 Grinder (3HP 460V 3 PHASE WITH 50FT CABLE)
One (1) Model S25060 Automatic Reversing Controller (NEMA 4X with current sensing auto reversing program)
One (1) CF 4000 Wet Well Frame

Installation not included
Freight included
Startup Included

Total Price..... \$45,000 .00

Let us know if there are any questions or comments concerning this item.

Sincerely,

Don Buerk

General Notes and Comments:

- The prices shown above are quoted **FOB factory with full freight allowed** unless individual proposal states otherwise.
- The prices are firm for 30 after the bid date. Refer to individual proposal for validity.
- Payment terms **are net 30 days with 1 ½ percent per month** added on to past due accounts unless the proposal states otherwise. If different payment terms are requested at a future date, there may be an increase in price.
- Prices include equipment, materials, and services as specifically listed. **No other items should be assumed to be included nor were they intended to be provided.**
- The **price does include start up assistance as listed in the attached proposals.** Any required additional trips and days will be charged at \$1,480.00 per day if performed by Municipal Equipment Company, Inc. If performed by the manufacturer, their rates would apply.
- **The prices do not include any applicable taxes.**
- The prices offered are per the manufacturers' standard terms and conditions.
- The delivery of the submittal data would **be 2-4 weeks** and the delivery of the equipment would **be 12 - 14 weeks** after the receipt of the approved shop drawings. Individual line item lead times will be as described in the attached proposals from the manufacturer.

-
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
 - Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
 - The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.
-

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

TASKMASTER®



TM8500 SERIES GRINDERS

Franklin
MILCO®

See the difference...

Construction

The TASKMASTER TM8500 grinders set the standard for effective solids reduction, reliability and ease of maintenance. These units combine unique construction features with outstanding performance to provide optimal protection of plant processes and equipment as well as trouble-free operation.

These versatile processors finely reduce such materials as rags, plastics, wood, debris, tampons, sanitary napkins, solid waste and more. They are invaluable in plant operations worldwide, keeping pipelines flowing, reducing pump downtime, enhancing screenings handling and protecting dewatering equipment such as centrifuges, filter presses and more.

The Cutter Cartridge Advantage

- With 1/16th the parts, maintenance is far easier.
- Cutters are sharper because they are fully machined and precision ground.



**No Re-tightening...
EVER!**



Taskmaster Cutter Cartridges

The TM8500 The Cutter Cartridge replaces 12 cutter and spacer disks with a one-piece monolithic cutter element. These two counter-rotating cutter stacks intermesh at close clearance to intensively shear and shred solids into fine bits. This results in markedly increased unit strength and reliability, increased unit and cutter strength, resistance to cracking and the complete elimination of stack loosening and subsequent re-tightening requirements.

Configurations



Taskmaster TM8500 grinders are heavily constructed for long life. These versatile units are available in a choice of configurations for channel, inline or gravity installations. These units are provided in standard ductile and steel construction with hardened alloy shafting and cutters or in optional stainless steel construction. The TM8500 features a unique and highly reliable, severe duty, 90 psi mechanical seal system housed in a convenient cartridge.

TASKMASTER CHANNEL - The TM8500 is available in a variety of heights to match channel configuration requirements. The units are provided with a choice of

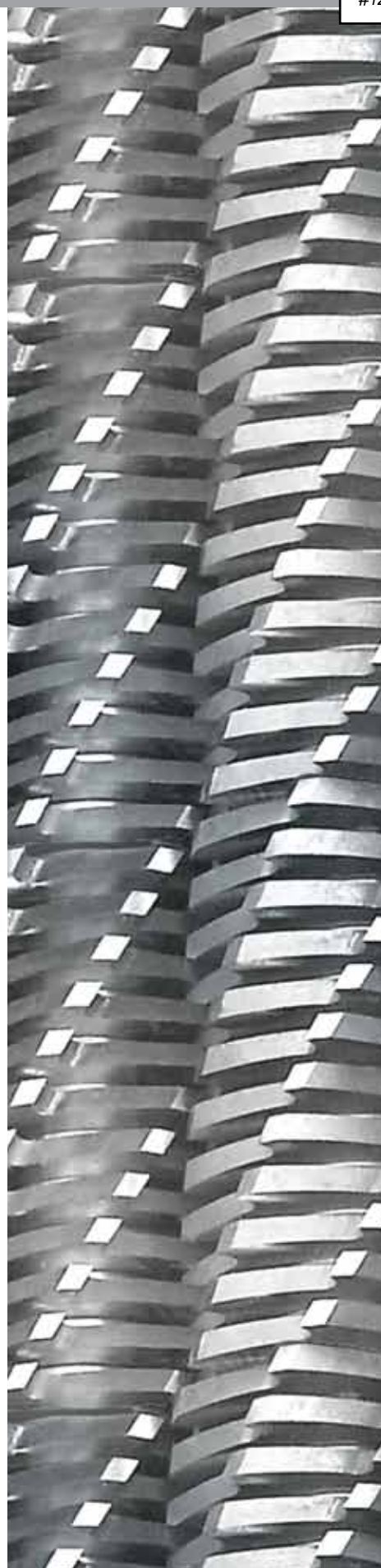
convenient channel frames or guide rails for easy installation and unit removal.

TASKMASTER DUPLEX - The Taskmaster Duplex (TM8500D) features four intermeshing cutter stacks and twice the cutting area and flow capability of a single TM8500. These units employ one common drive and motor to power all four cutting stacks.

TASKMASTER GRAVITY - The Taskmaster TM8500 can be supplied with a stand and hopper for dry or wet gravity systems. This makes the TM8500 an excellent solution for screenings reduction and washing or general waste applications.

TASKMASTER INLINE - Taskmaster Inline Grinders reduce solids in gravity or pressurized pipelines to efficiently keep sludge, slurry or sewage systems flowing. These units feature the same reliable construction as the channel units and add a unique drop-in housing design wherein the entire unit can be quickly and easily removed from the housing without disturbing the pipe system. For application with high tramp solids, the optional TT housing features a trap area designed

to allow heavy tramp materials to settle out protecting the grinder and downstream equipment.



Channel Frames & Options

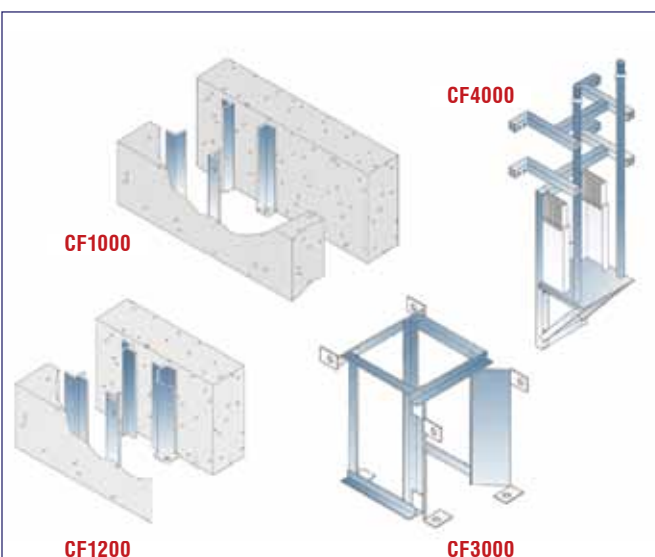
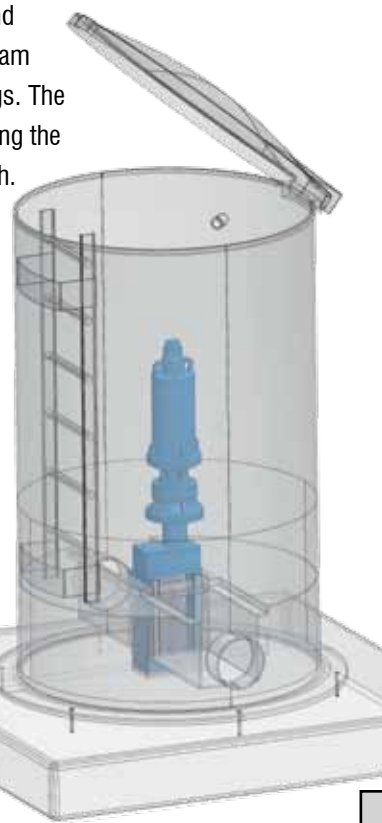
The Taskmaster is available with hopper and stands, both standard and custom designed. These are usually typically applicable to horizontal and gravity feed applications.



Taskmaster With Frp Manhole

This pre-engineered FRP manhole is constructed with a built-in channel designed for a standard Taskmaster TM8500 grinder. The complete manhole system can quickly be up and running - simply dig a hole, drop it in and hook it up - protecting downstream equipment and providing savings. The Manhole design makes accessing the grinder as easy as lifting a hatch.

Franklin Miller Grinder Manholes are custom designed to match the site requirements. They are available complete with access ladder, a choice of hatches and optional grinder guide rails, our fully submersible drive motors and control systems.



The TASKMASTER can be provided with a choice of channel frames for easy slide in of the unit without fasteners including:

CF1000: For channels with dimensions that closely match the width of the Taskmaster.

CF1200: For channels moderately wider than the Taskmaster. Four angles are fitted with spacers and flow diverters to adapt to the channel walls.

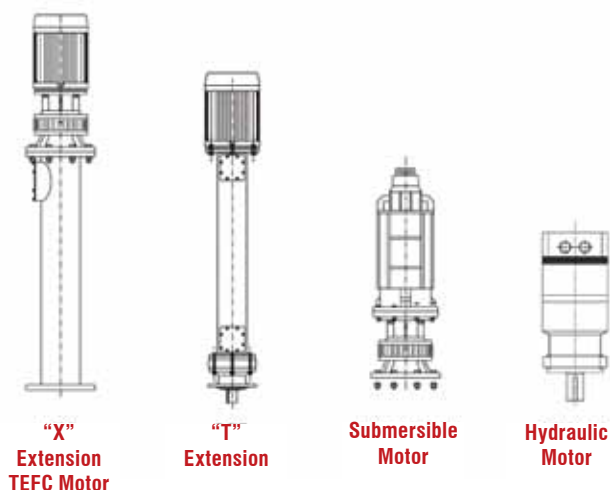
CF3000: For channels significantly wider than the Taskmaster. This is a one piece frame design that spaces the unit from each side wall.

CF4000 For mounting a Taskmaster to the walls of a wet well. Typically provided with an overflow screen and a guide rail for easy unit removal.

GR1000 Guide Rail system supports the grinder in position and guides it in and out of a wetwell.



Drive Options & Capacities



The Taskmaster is provided standard with a close coupled gear drive and c-face vertically mounted TEFC or explosion proof motor. A choice of drive options is available including:

"T" Extension: Raises the motor to desired height using an extended shaft coupling in a sealed pipe housing. The extended shaft runs between the motor and the gear reducer.

"X" Extension: Raises both the motor and gear reducer using a rugged, extended shaft and universal joint in a sealed pipe housing. Available with TEFC, XP or submersible motor.

Hydraulic Drive: A hydraulic power pack is remotely installed with power transmitted to the hydraulic motor via flexible hose and hard pipe. The motor is direct coupled to the Dimminutor Requires a larger motor than electric drives.



FMI SUBMERSIBLE DRIVES

Franklin Miller Submersible Explosion Proof (IP68) motors and drives provide an effective and easy to install solution for applications subject to flooding. These motors are fully capable of operating continuously while submerged as well as in air.

CHANNEL FLOW RATES

ENGLISH	Width	Height	RPM	HP	Flow	
Model #	inches	inches			GPM	MGD
TM8512	12.0	21.7	60	3	550	0.8
TM8516	12.0	28.4	60	3	775	1.1
TM8524	12.0	32.9	60	3-5	1200	1.7
TM8532	12.0	40.4	60	3-5	1650	2.4
TM8540	12.0	47.9	60	3-5	2100	3.0
TM8552	12.0	59.1	60	3-5	2750	4.0
TM8560	12.0	66.6	60	5	3200	4.6
TM8524D	24.0	32.9	60	5	2429	3.5
TM8532D	24.0	40.4	60	5	3311	4.8
TM8540D	24.0	47.9	60	5	4149	6.0
TM8552D	24.0	59.1	60	5	5512	7.9
METRIC	Width	Height	RPM	HP	Flow	
Model #	mm	mm			l/s	m³/hr
TM8512	305	551	60	2.2	35	125
TM8516	305	645	60	2.2	49	176
TM8524	305	836	60	2.2 - 4.0	76	273
TM8532	305	1026	60	2.2 - 4.0	104	375
TM8540	305	1217	60	2.2 - 4.0	132	477
TM8552	305	1501	60	2.2 - 4.0	173	625
TM8560	305	1692	60	4.0	202	730
TM8524D	610	836	60	4.0	153	600
TM8532D	610	1026	60	4.0	209	799
TM8540D	610	1217	60	4.0	265	999
TM8552D	610	1501	60	4.0	347	1399

IN-LINE FLOW RATES

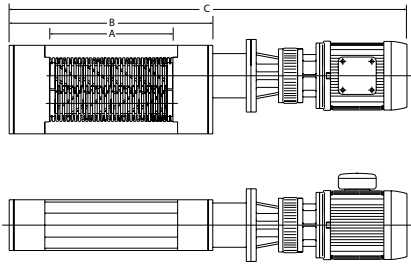
ENGLISH	Flange	Flange - Flange	Height	RPM	HP	Flow		Pressure Drop
Model #	in	in	in			gpm	mgd	psi
TM851204	04	19.25	54	60	3	400	0.58	0.5
TM851206	06	21.25	53	60	3	600	0.86	0.9
TM851208	08	23.25	52	60	3	800	1.15	1.6
TM851610	10	23.25	57	60	3	1000	1.44	1.2
TM852412	12	31.63	62.63	60	3	1200	1.73	1.6
TM162012	12	38.50	78.35	40	10	2500	3.60	3.0
TM163012	18	46.00	88.25	40	19	4000	5.76	1.4
METRIC	Flange	Flange - Flange	Height	RPM	HP	Flow		Pressure Drop
Model #	mm	mm	mm			l/s	m³/hr	mbar
TM851204	100	540	1310	60	2.2	25	90	34
TM851206	150	540	1310	60	2.2	38	137	62
TM851208	200	540	1310	60	2.2	50	180	110
TM851610	250	810	1350	60	2.2	63	227	83
TM852412	300	810	1590	60	2.2	76	274	110
TM162012	300	980	1990	40	7.5	158	569	207
TM163012	460	1170	2240	40	7.5	252	907	97

Call one of our Customer Service Representatives to discuss your particular application.

Controller: An S260 Control System monitors unit operation and automatically cycles the grinder in case of an overload condition. This U.L. Listed industrial control panel is supplied complete with circuit breaker, a NEMA 4X FRP enclosure, self-test function, and 148,000 hour life LED indicators.



Dimensions



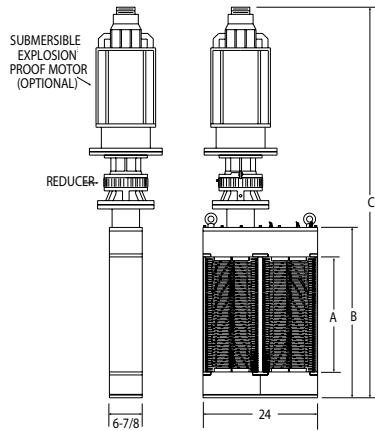
TASKMASTER® TM8500

TEFC DIMENSIONS (INCHES)

MODEL	A	B	C	HP	WEIGHT	FLOW (GPM)
TM8512	12.9	21.7	50.6	3-5	463	550
TM8516	16.6	25.4	54.0	3-5	495	775
TM8524	24.1	32.9	61.5	3-5	560	1200
TM8532	31.6	40.4	69.0	3-5	625	1650
TM8540	39.1	47.9	76.5	3-5	690	2100
TM8552	50.3	59.1	90.9	5	870	2750
TM8560	57.8	66.6	98.4	5	935	3200

TEFC DIMENSIONS (MM)

MODEL	A	B	C	HP	WEIGHT	FLOW (L/SEC)
TM8512	328	551	1278	2.5-3.7	210	35
TM8516	422	645	1372	2.5-3.7	225	49
TM8524	612	836	1562	2.5-3.7	255	76
TM8532	803	1026	1753	2.5-3.7	284	104
TM8540	993	1217	1943	2.5-3.7	314	132
TM8552	1228	1501	2309	3.7	365	173
TM8560	1468	1692	2499	3.7	425	202



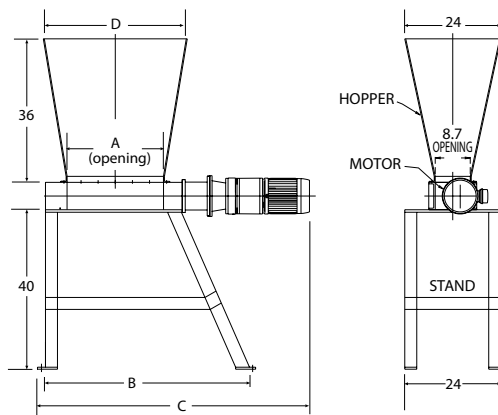
TASKMASTER® DUPLEX

TM8500 DUPLEX DIMENSIONS (INCHES)

MODEL	A	B	C	FLOW (GPM)
TM8524D	24.1	32.9	74.3	2640
TM8532D	31.6	40.4	81.8	3520
TM8540D	39.1	47.9	89.3	4400
TM8552D	50.3	59.1	106.2	6160
TM8560D	57.8	66.6	113.7	6653

TM8500 DUPLEX DIMENSIONS (MM)

MODEL	A	B	C	FLOW (GPM)
TM8524D	612	836	1887	167
TM8532D	803	1026	2078	222
TM8540D	993	1217	2268	278
TM8552D	1225	1501	2698	389
TM8560D	1595	1692	2888	420



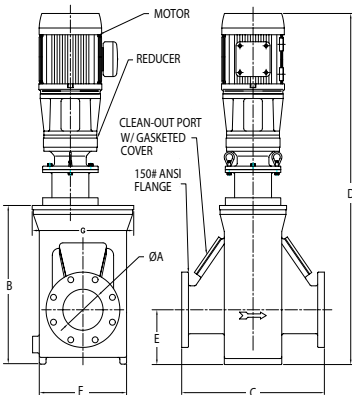
TASKMASTER® 8500 with Hopper and Stand

STAND & HOPPER DIMENSIONS (INCHES)

MODEL	A	B	C	D
TM8512	12.9	34	52.3	25
TM8516	16.6	36	56.0	29
TM8524	24.1	41	63.5	37
TM8532	31.6	46	71.0	45
TM8540	39.1	51	78.5	54

STAND & HOPPER DIMENSIONS (MM)

MODEL	A	B	C	D
TM8512	328	864	1328	635
TM8516	422	914	1422	737
TM8524	612	1041	1613	934
TM8532	803	1168	1803	1143
TM8540	993	1245	1494	1346



TASKMASTER® INLINE

"DROP-IN" DESIGN DIMENSIONS (INCHES)

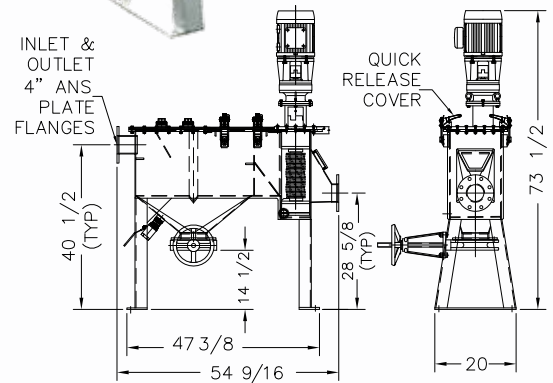
MODEL	A	B	C	D	E	F	G
TM851204	4	23.50	21.25	51.50	8	13	15.13
TM851206	6	23.50	21.25	51.50	8	13	15.13
TM851208	8	23.50	21.25	51.50	9	13	15.13
TM851610	10	34.75	31.75	62.75	10	13	15.13
TM852412	12	34.75	31.75	62.75	11	13	15.13

"DROP-IN" DESIGN DIMENSIONS (MM)

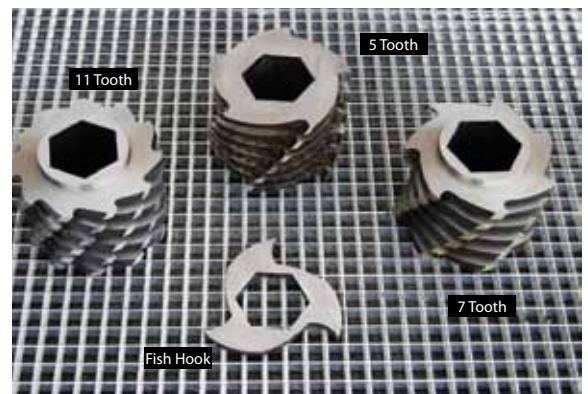
MODEL	A	B	C	D	E	F	G
TM851204	102	597	540	1308	203	330	384
TM851206	152	597	540	1308	203	330	384
TM851208	203	597	540	1308	228	330	384
TM851610	254	883	806	1594	254	330	384
TM852412	305	883	806	1594	279	330	384

149

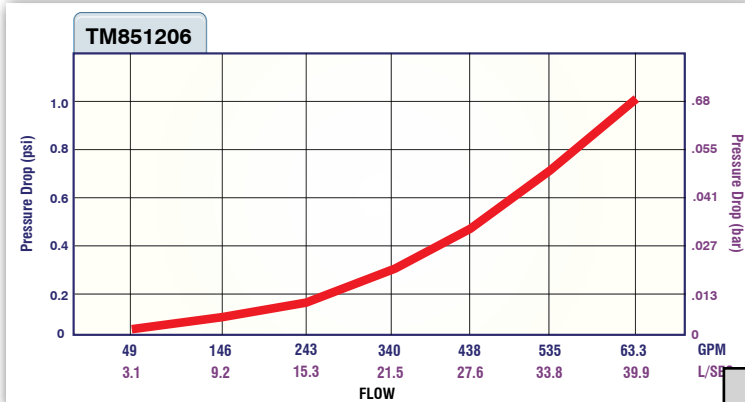
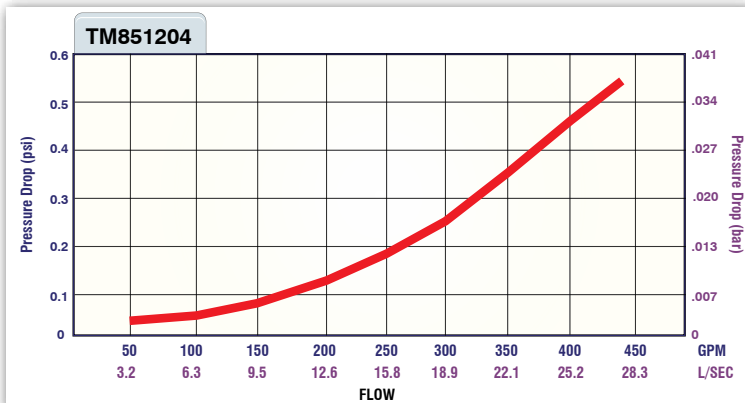
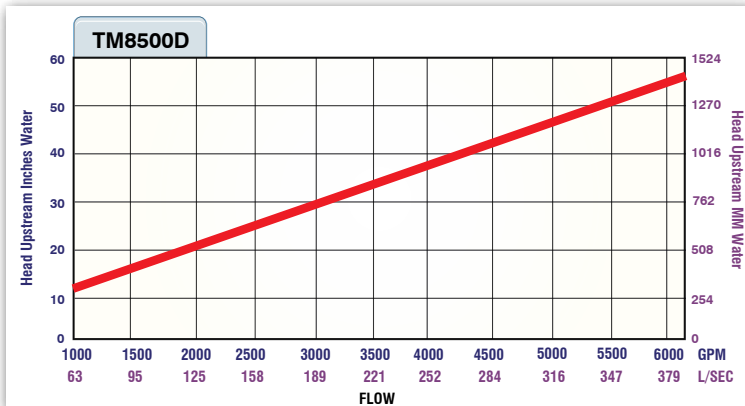
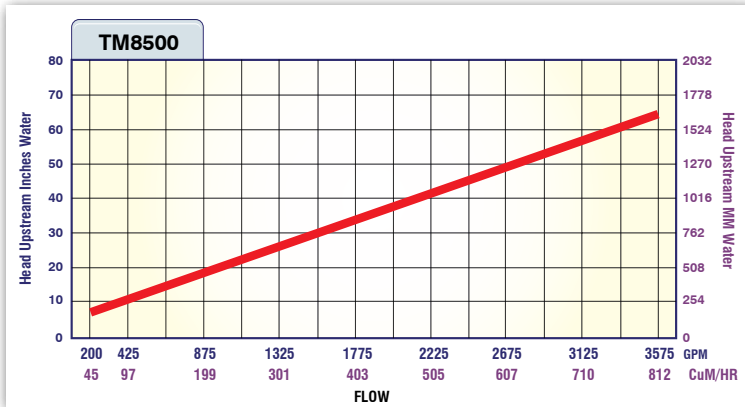
TASKMASTER TT WITH ROCK TRAP



CUTTER CONFIGURATIONS



Flow Rates

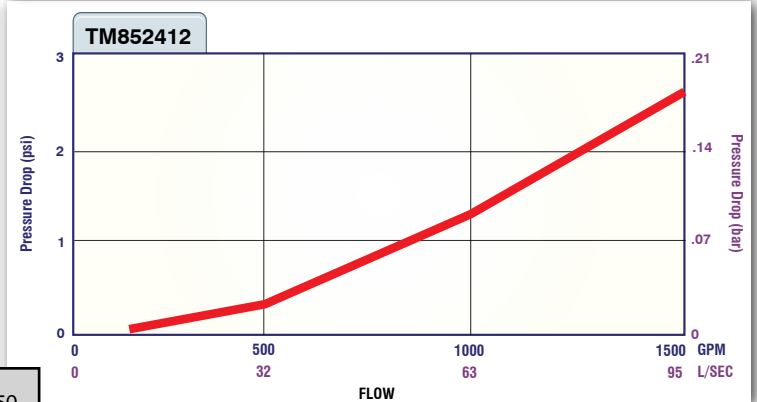
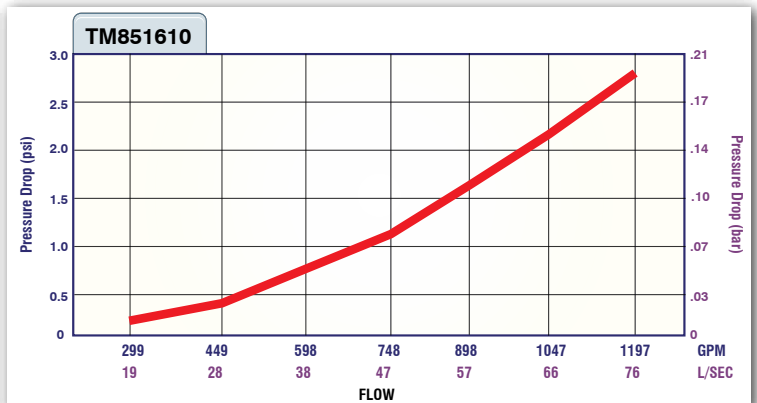
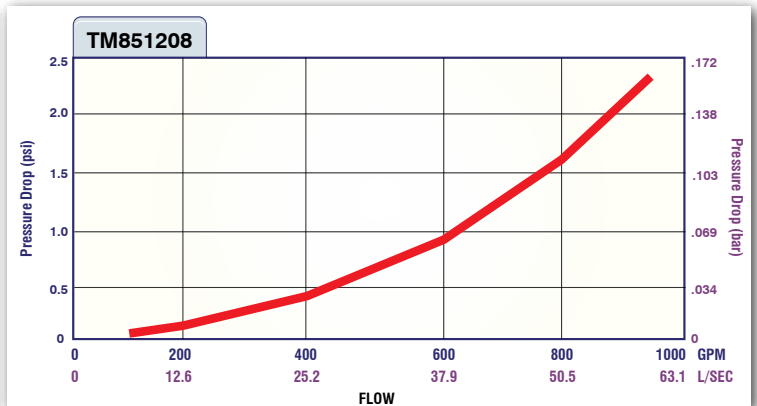


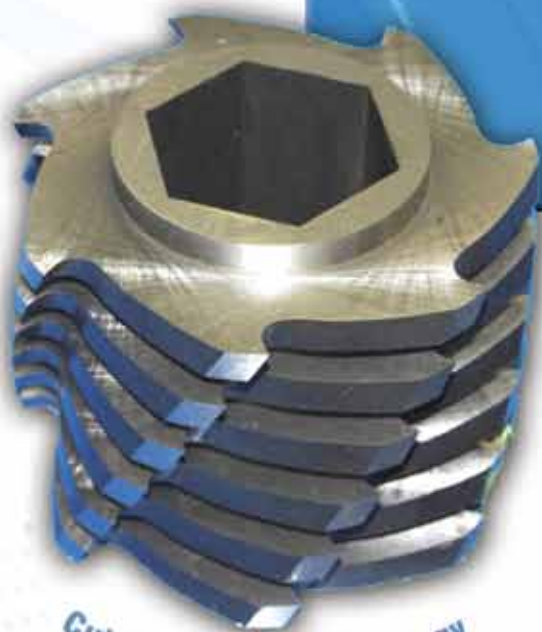
Using The Taskmaster® Hydraulic Flow Charts

- Find the required flow along the bottom of the chart.
- Project up from this point to intersect with the flow line.
- Project left from this intersection to read upstream head value for flow.
- Calculate Headloss (Upstream Head - Expected Downstream Head).
- If headloss is greater than 6 inches (150mm) the charted upstream head value can be used.
- If calculated headloss is less than 6 inches, then calculate Upstream Head as Downstream Head + 6 inches (150 mm). (Corrected headloss value is now the minimum 6 inches).

Notes:

- Upstream Head is measured from the bottom of the Taskmaster.
- Downstream head is a site based condition. If downstream head is unknown, use chart for estimate of upstream head.





Cutter Cartridge Technology

**Franklin
Miller®**

60 Okner Parkway, Livingston, NJ 07039
P: (973) 535-9200 • F: (973) 535-6269
info@franklinmiller.com

www.franklinmiller.com

Reliance CIA Submersible Motors

For Continuous-In-Air, Explosion Proof Comminutor Service

U/L Listed Class 1, Groups C & D (IP68) For Submergence to 200 feet

Reliance submersible explosion-proof 3 phase, AC motors are premium quality square cage induction motors designed and constructed for continuous submerged service in water and sewage as well as continuous-in-air (CIA) operation under full load operating conditions. These motors are designed to provide efficient operation with high mechanical integrity under adverse operating conditions for maximum life and minimum life cycle costs. These motors require no internal or external liquid cooling system. They were specifically configured for Franklin Miller sewage comminutors and are suitable for wet well applications, as defined by the National Electric Code as Class 1; Division 1, hazardous locations section 501-8 (a) requiring explosion proof construction. They are also designed to conform to the latest applicable requirements of NEMA, IEEE, ANSI and NEC standards. These motors are used on FMI submersible TASKMASTER®, DIMMINUTOR® and SUPER SHREDDER® grinders.

Features

These CIA Submersible motors feature: T416 SS motor shaft, cast iron motor enclosure including main housing and flange, Class F rated Insulation, copper motor windings, die cast aluminum or copper alloy rotor construction, Service Factor 1.15, anti-wicking power cable and cap assembly design to guard against moisture, epoxy encapsulation of power and control cable entry into the lead connection chamber for positive moisture sealing, moisture detector probe to detect the presence of moisture in the motor chamber and provide a warning signal, normally closed automatic reset thermostats.

Each motor is supplied standard with 25 feet of cable. Available with addition cable on special order.

These motors are CSA (Canadian Standards Association) and U.L. (Underwriters Laboratories) approved and nameplate accordingly. Ratings are based upon 40°C ambient conditions.



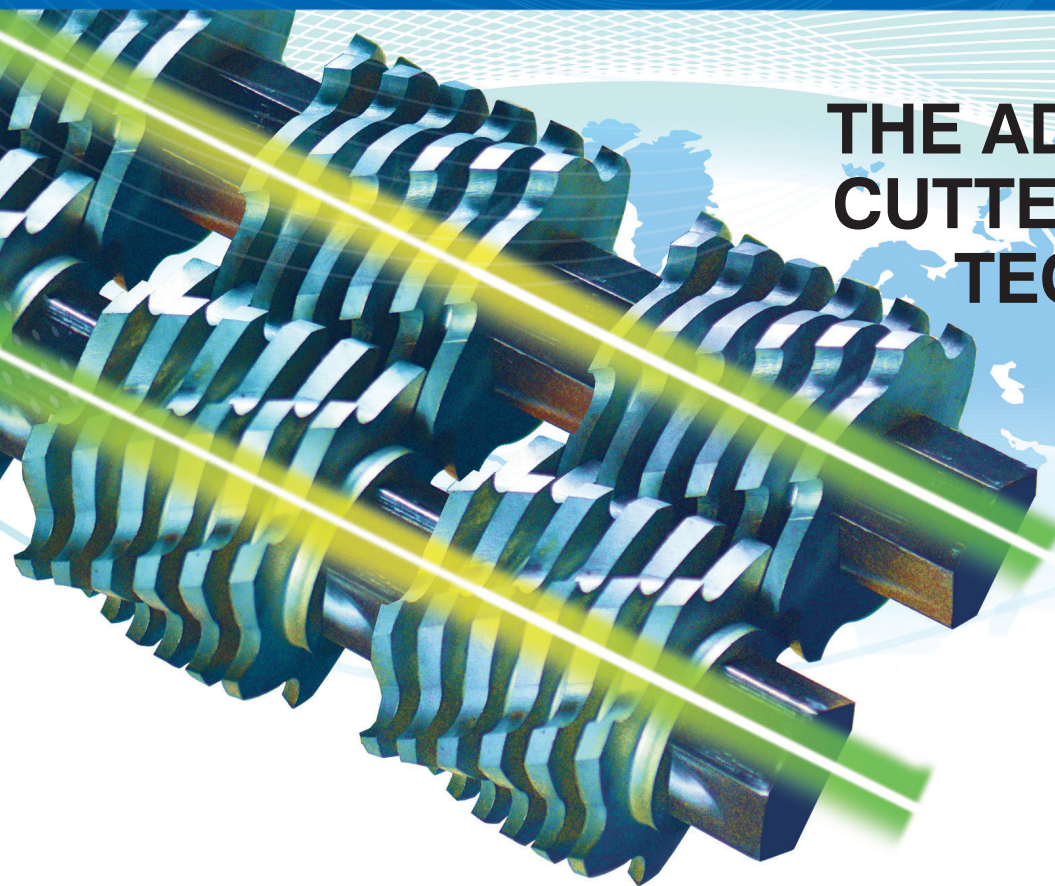
Reliance CIA Submersible motors successfully operate under power supply variations per NEMA MG1-14.30. They are designed to limit the maximum surface temperature to NEC specifications for Division 1; Class 1, Group D, or Class 1, Group C & D for hazardous locations. They are NEMA Design B or A with torque and starting current in accordance with NEMA MG-12.

Each motor is supplied with a moisture sensing probe to detect the presence of moisture should the static seal fail. The moisture protection system is designed to detect water in the motor chamber and provide a warning signal prior to water levels reaching the bearing or wound stator assemblies. Additionally, 2 normally closed automatic reset thermostats connected in series and embedded in adjoining phases are supplied as required by Underwriters laboratories.

**Franklin
Miller®**

www.franklinmiller.com

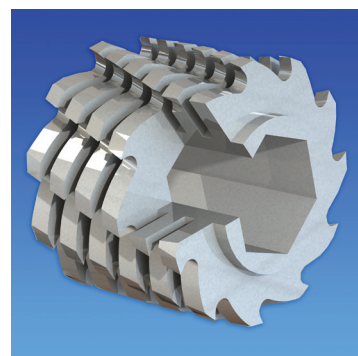
THE ADVANTAGES OF CUTTER CARTRIDGE® TECHNOLOGY



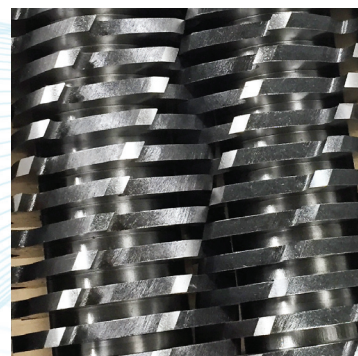
Cutter Cartridge® technology is an major innovation in cutter design and at the core of the TASKMASTER® grinder's superior performance. *Cutter Cartridges* combine 6 cutters and 6 spacers into robust one-piece elements thereby reducing individual cutter parts and greatly increasing unit strength. Each *Cutter Cartridge* is 100% machined over all surfaces to be sharp and precise for superior performance.

Cutter Cartridge® Technology Features

- Reduces Individual Cutter Parts by a factor of 12:1.
See Illustration at bottom right.
- Enhances Unit Strength with a far stronger cutter design and reinforced shafting and the elimination of weak spacers altogether.
- Eliminates the Need for Cutter Stack Retightening
- Lower maintenance costs
- Eliminates Stack Loosening - a major problem with units with individual cutter and spacer disks which can lead to premature cutter and seal failure.
- No stack collapse: even one cracked cutter in other grinders can result in full stack collapse and a catastrophic unit failure.
- Higher precision! Cutters cartridges are higher precision and eliminate tolerance accumulation of having many individual parts and resulting misalignment.
- Provides Proven Reduction of Wipes and other stringy materials.



Above: A cross section of a single *Cutter Cartridge* .



Above: *Cutter Cartridge* technology on the TASKMASTER TM8500 grinder.

Superior Reduction of Wipes and Stringy Materials

TASKMASTER cutter cartridges have sharp, shark-like teeth that can rip through extremely tough materials. With their precision alignment, stronger design and optimized profiles, Cutter Cartridges deliver superior, long term performance on wipes, rags and more.

That's why cutter cartridges are the preferred cutting technology for reducing sanitary wipes.

The cutters are available with a broad choice of profiles and are built tough through-hardened alloys for long life.

Available profiles include 3 Tooth (fishhook), 5 Tooth, 7 Tooth, 11 Tooth, and 17 Tooth. FMI's tooth thickness is not compromised.



Above: An example of how the Cutter Cartridge reduces problem sanitary wipes.

- The sharp edges and close tolerances of Franklin Miller's *Cutter Cartridge* technology have made them the ideal solution and most efficient design in dealing with wipes as well as large materials for a number of years.
- The TASKMASTER cutter has sharp knife-like teeth cutting in a scissor-like manner and rather than being surfaced hardened, each of the machined cutter cartridge is through hardened, making them stronger.
- *Cutter Cartridge* technology is available in a variety grinder models:



TASKMASTER
TM8500 Series



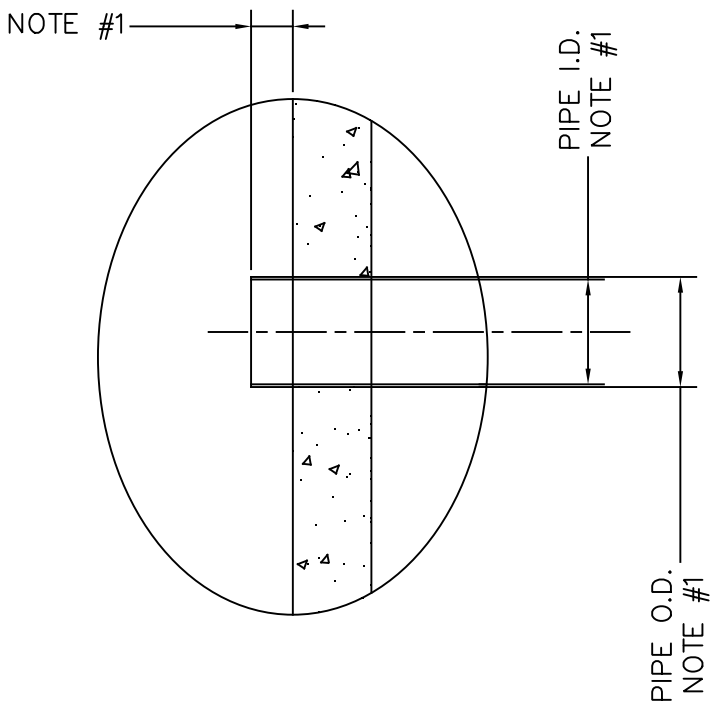
TASKMASTER
INLINE Series



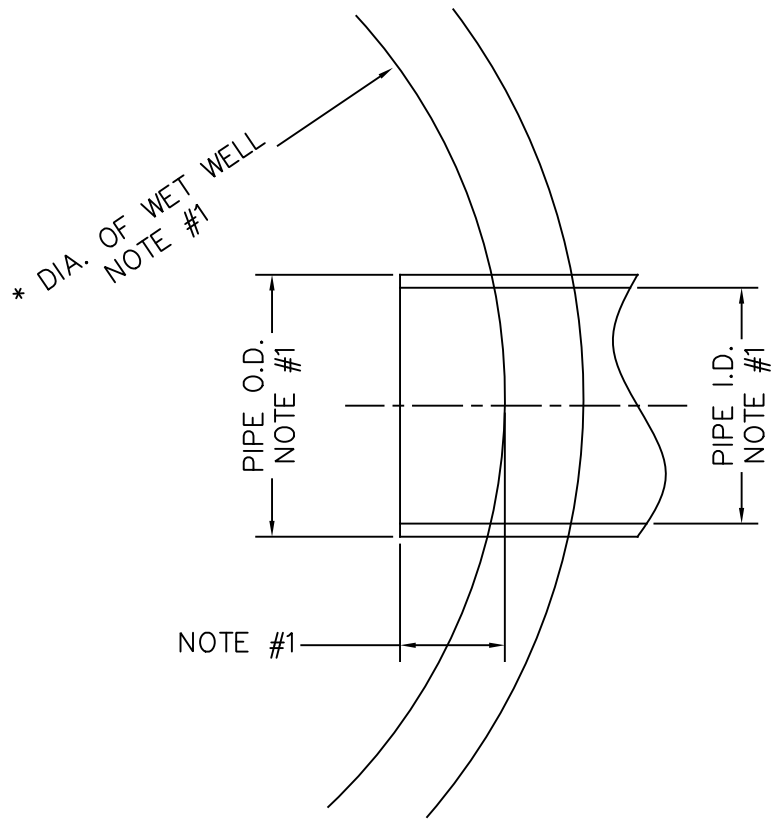
TASKMASTER TITAN® Series



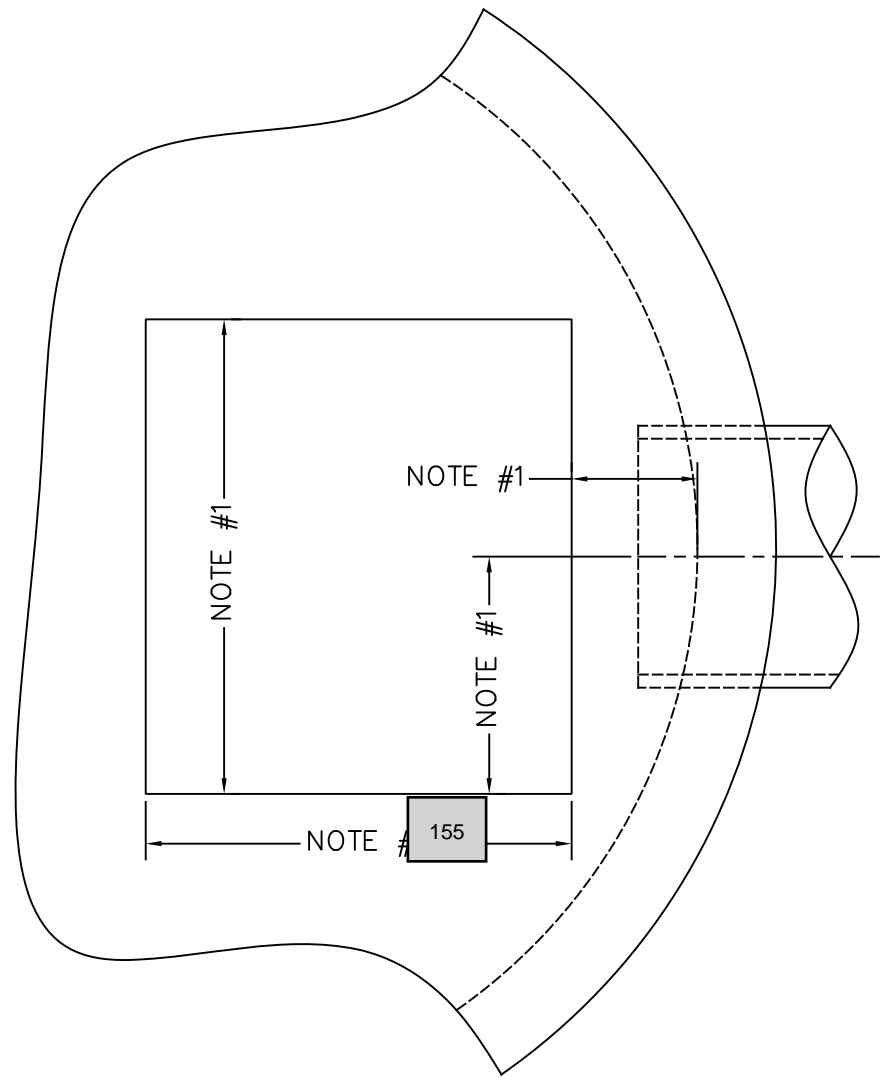
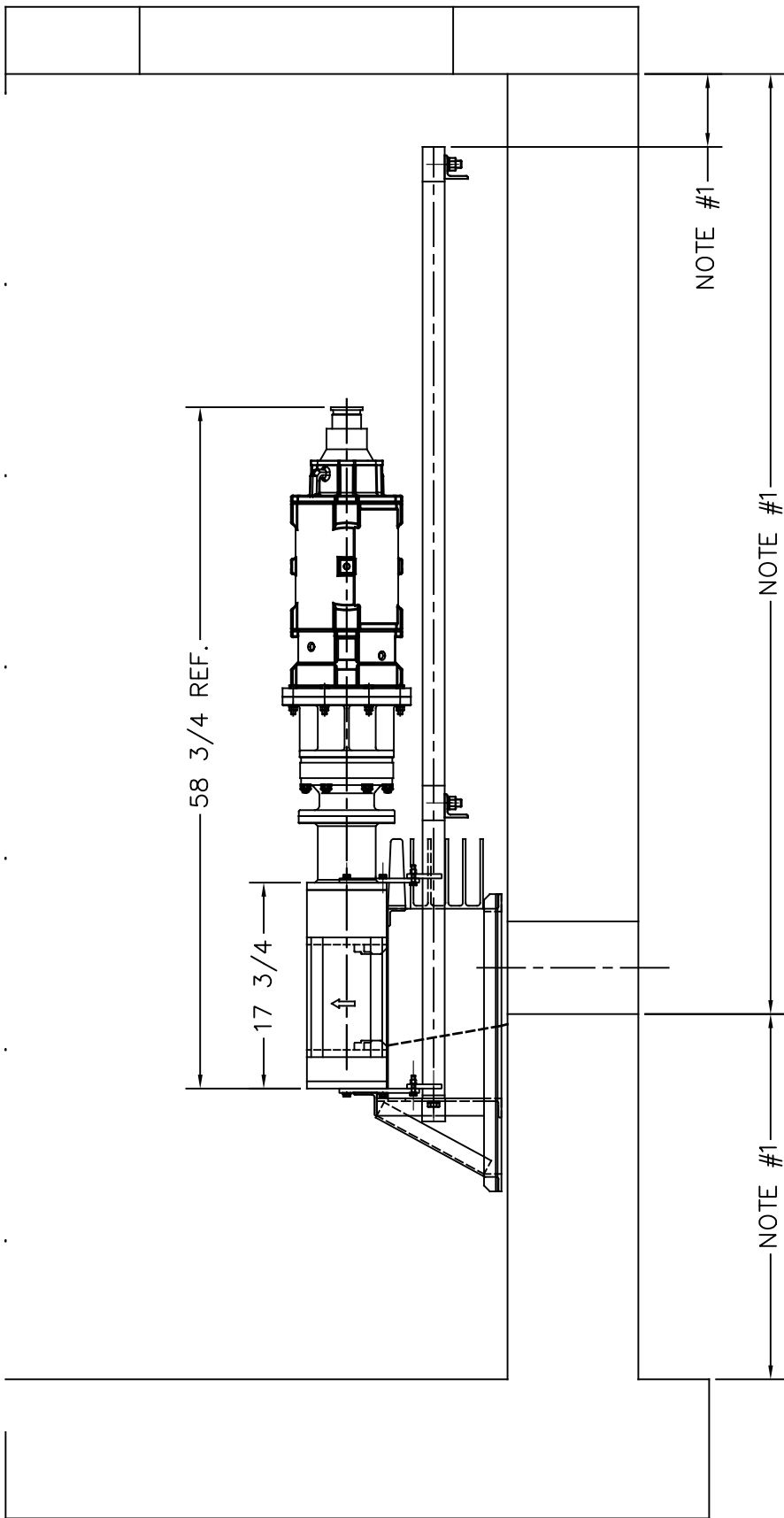
An exploded view of the streamlined, high strength TM8500 with Cutter Cartridge technology.



SQUARE WET WELL
NOTE #2



ROUND WET WELL
NOTE #2



HATCH LOCATION
NOTE #1

APPROVED BY: _____

TITLE: _____

DATE: _____

NOTE:

- # 1: DIMENSIONS DETERMINED BY THE CUSTOMER
2: SQUARE WET WELL OR ROUND WET WELL

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Franklin Miller INC.
60 OKNER PARKWAY, LIVINGSTON, N.J. 07039

TM8508, 3HP SUBXPF S250 CF4000

SCALE	DWN	DATE	CKD	DATE	DWG. NO.	REV.
.	AG	10/08/19	.	.	10932TM8508	.

City of Moberly
City Council Agenda Summary

Agenda Number:

#13.

Department: Administration
Date: February 5, 2024

Agenda Item: An Ordinance Repealing Sections 6-50 And 6-74 Of The City Code And Adopting A New Section 6-50 Relating To The Suspension Or Revocation Of A Liquor License And A New Section 6-74 Relating To Standards Of Conducting Business On Licensed Premises.

Summary: The current city code provides that the City Council shall be the entity that suspends or revokes liquor licenses. That function could be better served administratively by city staff and reserve the city council for purposes of hearing appeals of administrative suspensions as provided in the new Sec. 6-50. The current Sec. 6-74 fails to adequately address standards to be used in considering suspensions and revocations. The proposed Sec. 6-74 requires the licensee to maintain order, prevent fights, cooperate with law enforcement and a number of other requirements which will give the City Clerk better tools for suspensions and revocations.

Recommended

Action: Please approve the Ordinance.

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING SECTIONS 6-50 AND 6-74 OF THE CITY CODE AND ADOPTING A NEW SECTION 6-50 RELATING TO THE SUSPENSION OR REVOCATION OF A LIQUOR LICENSE AND A NEW SECTION 6-74 RELATING TO STANDARDS OF CONDUCTING BUSINESS ON LICENSED PREMISES.

WHEREAS, the existing provisions of Section 6-50 provide that only the City Council may revoke or suspend a liquor license and it contains no appeal rights following Council action whereas the proposed new provisions of Section 6-50 provide for the revocation or suspension of a liquor license by the City Clerk and then that determination may be appealed to the City Council; and

WHEREAS, the existing provisions of Section 6-74 which sets forth standards for conducting business on a licensed premise fail to adequately address behavior which should be considered when determining whether a license should be suspended or revoked whereas the proposed new provisions of Section 6-74 require, among other things, for the licensee to prevent disorder, fights or other unlawful conduct and to operate the business in such a manner that it does not constitute a nuisance; and

WHEREAS, these proposed changes will better serve the safety of patrons of licensed premises and better serve licensees by providing an appeal process for suspended or revoked licenses.

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

SECTION ONE: Chapter 6, Alcoholic Beverages, Sec. 6-50.-*Suspension and revocation* and Sec. 6-74.- *Licensee's conduct on premises*, are hereby repealed.

SECTION TWO: A new Chapter 6, Sec. 6-50.- *Suspension or revocation of license* is hereby adopted to read as follows:

Sec. 6-50. – Suspension or revocation of license.

- (a) *Suspension or revocation.* The City Clerk may suspend or revoke the license of any licensee under this chapter who has failed to meet the standards of conducting business set forth in this Chapter or who has made any false, misleading, or fraudulent statement in the license application. A suspension may be from one (1) day to one (1) year.
- (b) *Notice of suspension or revocation.* The City Clerk shall suspend or revoke a license issued under this Chapter by sending notice of the suspension or revocation to the licensee by first class mail or by personal service on the licensee or the person in charge at the licensed premises. Mailed notice shall be presumed received three (3) days after it is mailed. The Notice shall contain:
 - A statement of the grounds for the suspension or revocation.
 - The effective date of the suspension or revocation, which shall be at least ten (10) days after the notice is received.
 - In case of a suspension, the length of the suspension.
 - Instructions on how to appeal the suspension or revocation.

- (c) *Appeal to City Council.* The licensee may appeal the suspension or revocation by requesting a hearing before the Moberly City Council. The appeal must be in writing, addressed to the City Clerk and received by the City Clerk within ten (10) days after the notice of suspension revocation was received. Receipt of an appeal by the City Clerk shall automatically stay enforcement of the suspension or revocation.
- (d) *Notice of Hearing.* After receipt of an appeal, the City Clerk shall schedule a hearing before the City Council. At least ten (10) days written notice of the hearing shall be given to the licensee. Notice shall be given in the same manner as the notices of suspension or revocation. There shall be no right to depositions.
- (e) *Hearing and decision.* The City Council shall conduct the hearing and enter a decision within thirty (30) days in accordance with the rules and procedures adopted by the Council and the requirements of RSMo. Chapter 536, for contested cases. The Council may affirm or reverse the decision of the City Clerk.
- (f) *Appeal.* The licensee may appeal an adverse decision of the City Council to the Circuit Court of Randolph County in accordance with RSMo Chapter 536.
- (g) *License Fee.* Upon suspension or revocation of a license, no license fee paid shall be refunded to the licensee.

SECTION THREE: A new Chapter 6, Sec. 6-74. – *Standards of conducting business on licensed premises* is hereby adopted to read as follows:

Sec. 6-74. – Standards of conducting business on licensed premises.

- (a) The standards set forth in this section shall be considered in determining whether a license under this chapter should be renewed, suspended, or revoked. In conducting business on the licensed premises, a licensee and the licensee's agents and employees shall:
 - (1) Prevent or suppress any violent quarrel, disorder, brawl, fight, or other unlawful conduct of any person on the premises. As used in this section, "premises" includes the licensed premises and the parking lots and areas around the business which are owned, used, or maintained as part of the business.
 - (2) Immediately report to the police any illegal or violent act committed on the premises when the licensee's employee knew or should have known that the act occurred on the premises.
 - (3) Cooperate fully with law enforcement authorities during an investigation of an illegal or violent act committed on the premises.
 - (4) Operate the business in such a manner that it does not constitute a nuisance.
 - (5) Take appropriate and necessary steps to supervise the outdoor area of the premises including keeping the area free from litter and preventing the parking area from becoming a gathering place for customers of the business.
 - (6) Comply with all provisions of this chapter and this Code.
 - (7) Comply with all state and federal law including all rules and regulations pertaining to the sale and licensing of intoxicating liquor and nonintoxicating beer.
 - (8) Answer all summons and appear for all scheduled hearings and trials in any court for purported violations of this chapter or state and federal law, including all rules and regulations pertaining to the sale and licensing of intoxicating liquor and nonintoxicating beer.
- (b) Every licensee shall be responsible for the sale of alcoholic beverages by its employees.
- (c) No licensee shall give, sell, or permit to be given or sold to any employee of the establishment operated by the licensee, any intoxicating liquor.
- (d) No licensee shall permit any male or female employee to wear any costume or other clothing which is transparent or does not conceal the reproductive or sexual organs or the buttocks or does not conceal the female breasts.

(e) No licensee shall allow in or upon the licensed premises:

- (1) The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual acts which are prohibited by law.
- (2) The displaying or any portion of the areola of the female breast.
- (3) The actual or simulated touching, caressing, or fondling of the breasts, buttocks, anus or genitals.
- (4) The actual or simulated displaying of the pubic hair, anus, vulva, or genitals.
- (5) Any person to remain in or upon the licensed premises who expose to public view any portion of their genitals or anus.
- (6) The displaying of films, video programs, or pictures depicting acts, the live performance of which is prohibited by this section or by any other law.

SECTION FOUR: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of February, 2024.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC City Clerk

City of Moberly
City Council Agenda Summary

Agenda Number: #14.
Department: Community Development
Date: February 5, 2024

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Infill Development With Robert Thorp, An Individual.

Summary: Attached is the proposal that was received from Robert Thorp for the in-fill housing on 511 Johnson. Mr. Thorp lives in the house at 509 Johnson and wants to build a house on 511 Johnson for him and his wife. He intines to let his daughter move into the one at 509 Johnson.

Recommended
Action: Accept this proposal.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH ROBERT THORP, AN INDIVIDUAL.

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

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: Robert Thorp, an individual, (“Thorp”) has agreed to build residence at 511 Johnson Street which will comply in all respects with city codes and development plans.

SECTION THREE: Thorp has negotiated a cooperative agreement with City Staff to develop the address listed above for infill development as provided in the attached Cooperative Agreement for Infill Development and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of Februaary, 2024.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2024 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and ROBERT THORP, a Missouri Limited Liability Company, having a business office at _____ (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as All of Lots Seven (7) and Eight (8) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri or more commonly known as 511 Johnson Street, Moberly, Missouri.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

Section 3.2. To cure any default on the part of the developer in failing to complete the construction of the structure as provided herein or any other provision of Section 1.3 above, the developer has executed a quit claim deed in favor of the city which shall be recorded in the land records of Randolph County restoring title to the City of Moberly in the property previously deeded to developer pursuant to this Agreement. Prior to the city recording this quit claim it shall provide the developer with a 45-day Notice of its substantial non-compliance with this agreement. If developer cures its non-compliance within the 45-day Notice period then the deed shall not be recorded.

The executed quit claim deed will be held by the City until such time as an Occupancy Permit has been issued by the city for the structure. Thereafter the quit claim deed shall be destroyed.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly
Attention: Tom Sanders Moberly, Missouri 65270

Developer: Robert Thorp
509 Johnson Street Moberly, Missouri 65270

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____
Randall Thompson, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER

By: _____
Developer

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Robert Thorp, to me personally known, who being by me first sworn, did say that he is the Manager/Member of _____, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2024 by and between

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTOR

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, parties of the first part and

ROBERT THORP, GRANTEE

509 Johnson Street, Moberly, MO 65270

County of Randolph, State of Missouri, party of the second part

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

All of Lots Seven (7) and Eight (8) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri or more commonly known as 511 Johnson Street, Moberly, Missouri.

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

so that neither the said parties of the first part nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

City of Moberly, Missouri

Mayor, Tim Brubaker

ATTEST:

City Clerk, Shannon Hance

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

On this _____ day of _____, 2024, before me, the undersigned, a notary in the said County, personally appeared **TIM BRUBAKER, Mayor of the CITY OF MOBERLY, MISSOURI, a Municipal Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Council, and said **TIM BRUBAKER** acknowledgement said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2024 by and between

ROBERT THORP, GRANTORS

509 Johnson Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, parties of the first part and

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, party of the second part

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

All of Lots Seven (7) and Eight (8) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri or more commonly known as 511 Johnson Street, Moberly, Missouri.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title aforesaid

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Robert Thorp

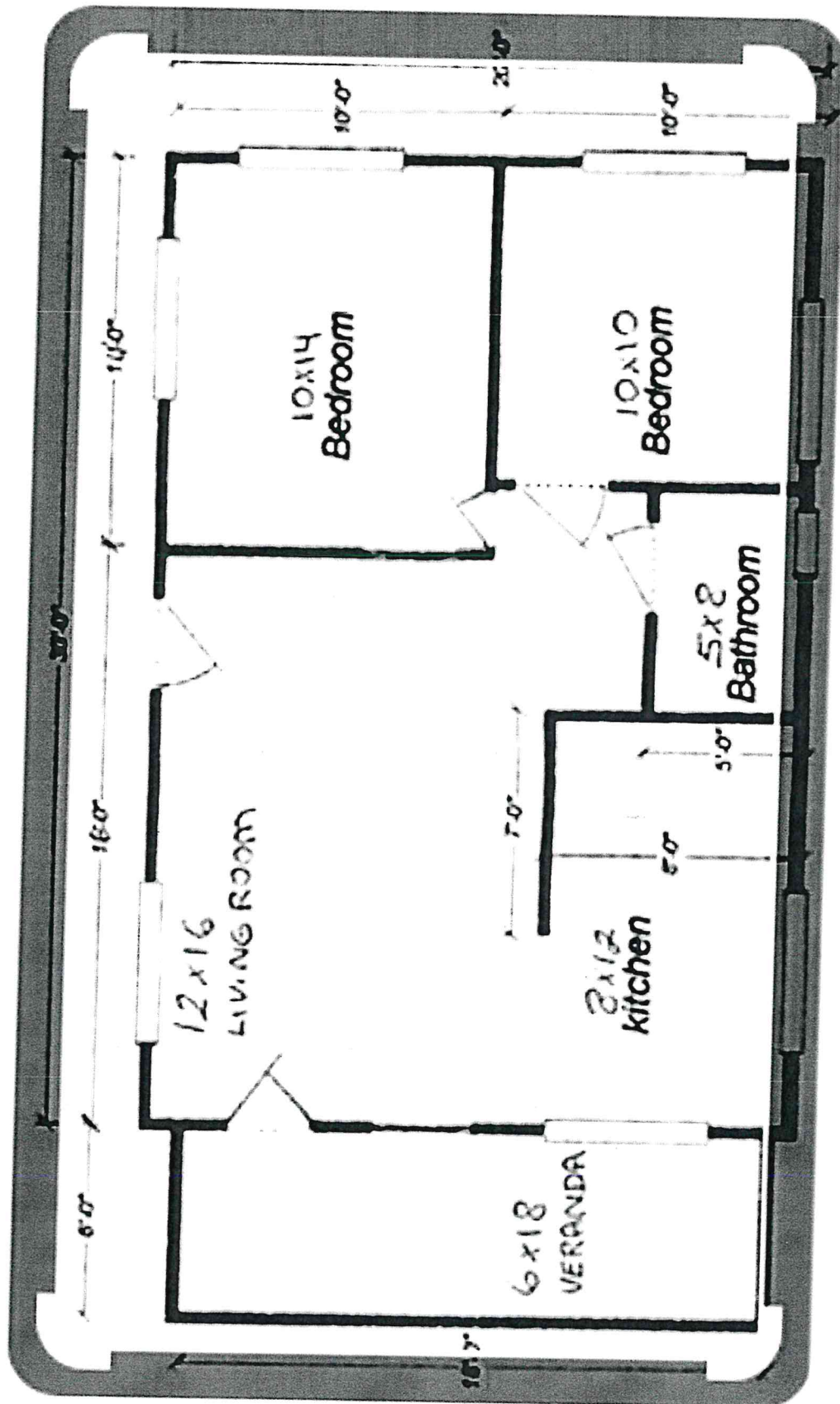
STATE OF MISSOURI)
) **SS.**
COUNTY OF RANDOLPH)

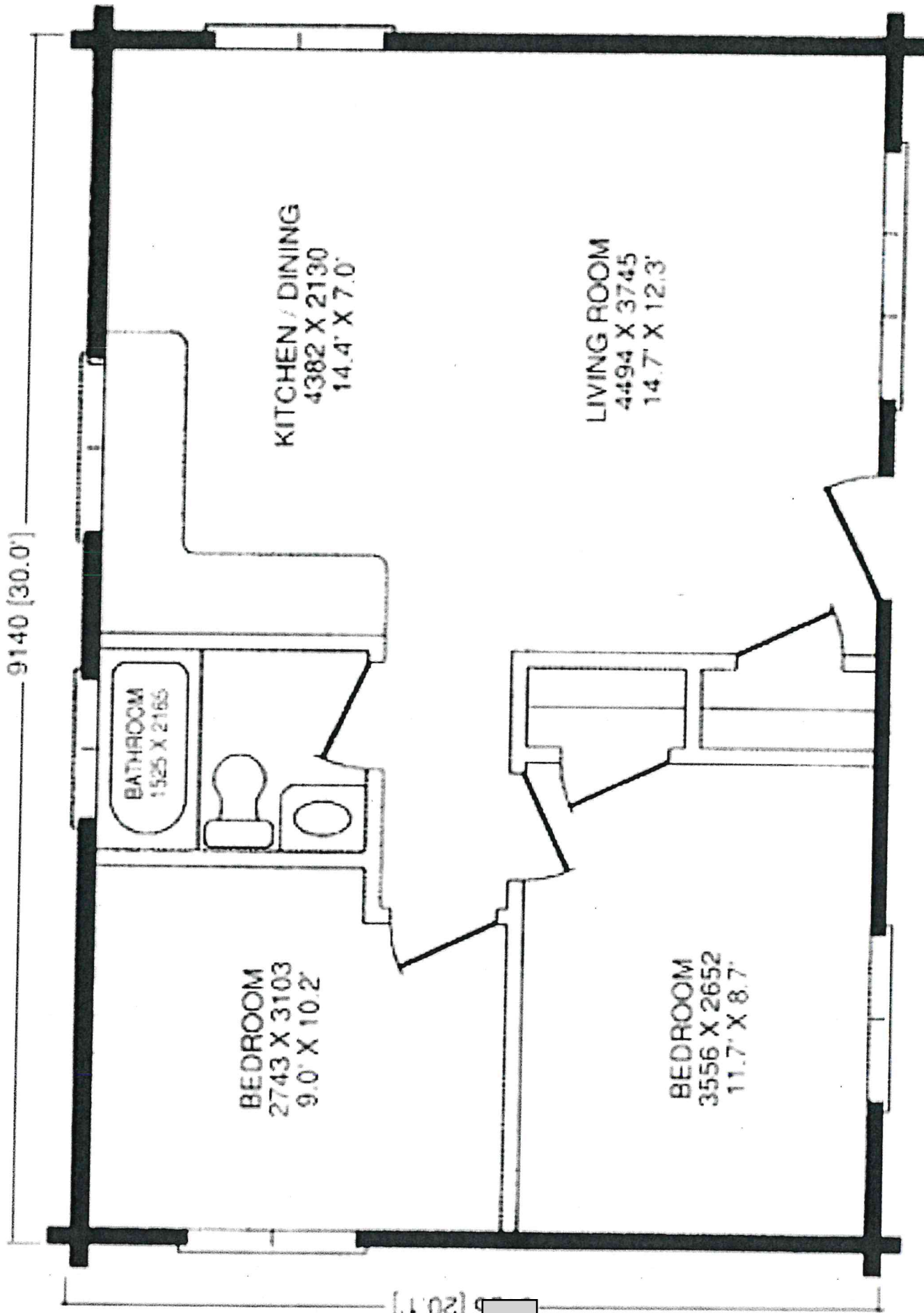
On this _____ day of _____, 2024, before me, the undersigned, a notary in the said County, personally appeared **ROBERT THORP** to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____





City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Community
Development

Date: February 5, 2024

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Infill Development With Botkins Construction, LLC, A Missouri Limited Liability Company.

Summary: Attached is the proposal that was received from Cory Botkins for the in-fill housing on 505 Johnson. Mr. Botkins is trying to acquire 501 Johnson and wants to build a four plex on the two lots. He is working on the plans.

Recommended

Action: Accept this proposal.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

Roll Call

Aye

Nay

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" 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 _____

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH BOTKINS CONSTRUCTION, LLC, A MISSOURI LIMITED LIABILITY COMPANY.

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

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: Botkins Construction LLC, a Missouri Limited Liability Company, (“Botkins”) has agreed to build residences at 505 Johnson Street which will comply in all respects with City Codes and development plans.

SECTION THREE: Botkins has negotiated a cooperative agreement with City Staff to develop the addresses listed above for infill development as provided in the attached Cooperative Agreements for Infill Development and said Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of February, 2024.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2024 (the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and BOTKINS CONSTRUCTION, LLC, a Missouri Limited Liability Company, having a business office at 4504 East Bridgewood Drive, Columbia, Missouri, 65203 (the “Developer”).

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City. Conveyance of the property by the city as described herein is specifically conditioned upon the Developer obtaining ownership of real estate located at 501 Johnson Street and Developer successfully petitioning for the proper zoning designation for his intended development of 505 and 501 Johnson Street.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as All of the North Fifteen (15) feet of Lot 3 (3) and all of Lot Four (4), all in Block One (1) of the Original Town of Moberly, Randolph County, Missouri, more commonly known as 505 Johnson Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer

each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

Section 3.2. To cure any default on the part of the developer in failing to complete the construction of the structure as provided herein or any other provision of Section 1.3 above, the developer has executed a quit claim deed in favor of the city which shall be recorded in the land records of Randolph County restoring title to the City of Moberly in the property previously deeded to developer pursuant to this Agreement. Prior to the city recording this quit claim it shall provide the developer with a 45-day Notice of its substantial non-compliance with this agreement. If developer cures its non-compliance within the 45-day Notice period then the deed shall not be recorded.

The executed quit claim deed will be held by the City until such time as an Occupancy Permit has been issued by the city for the structure. Thereafter the quit claim deed shall be destroyed.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
-------	---	-------------------------

Developer: Botkins Construction, LLC
4504 East Bridgewood Drive Columbia, Missouri 65203

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____
Randall Thompson, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER

By: _____
Developer-Botkins Construction, LLC

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2024, before me appeared Cory Botkins, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Botkins Construction, LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2024 by and between

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTOR

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, parties of the first part and

BOTKINS CONSTRUCTION LLC, GRANTEE

4504 East Bridgewood Drive, Columbia, MO 65203

County of Boone, State of Missouri, party of the second part

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

All of the North fifteen (15) feet of Lot Three (3) and all of Lot Four (4) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri or more commonly known as 505 Johnson Street, Moberly, Missouri.

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

so that neither the said parties of the first part nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

City of Moberly, Missouri

Mayor, Tim Brubaker

ATTEST:

City Clerk, Shannon Hance

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

On this _____ day of _____, 2024, before me, the undersigned, a notary in the said County, personally appeared **TIM BRUBAKER, Mayor of the CITY OF MOBERLY, MISSOURI, a Municipal Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Council, and said **TIM BRUBAKER** acknowledgement said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2024 by and between

BOTKINS CONSTRUCTION LLC, GRANTORS

4504 East Bridgewood Drive, Columbia, Missouri 65270

County of Boone, State of Missouri, parties of the first part and

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, party of the second part

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

All of the North Fifteen (15) feet of Lot 3 (3) and all of Lot Four (4), all in Block One (1) of the Original Town of Moberly, Randolph County, Missouri, more commonly known as 505 Johnson Street.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title aforesaid

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Cory Botkins-Botkins Construction LLC

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

On this _____ day of _____, 2024, before me, the undersigned, a notary in the said County, personally appeared **BOTKINS CONSTRUCTION LLC** to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

PLAN #F-615

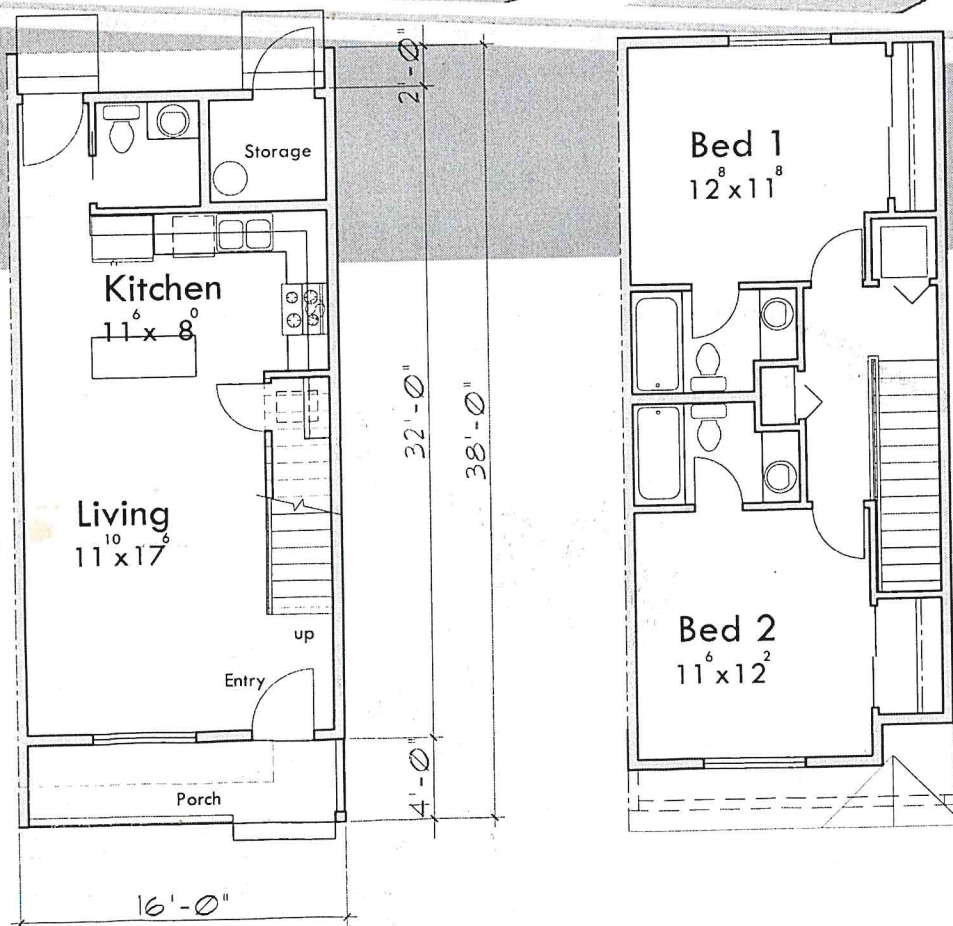
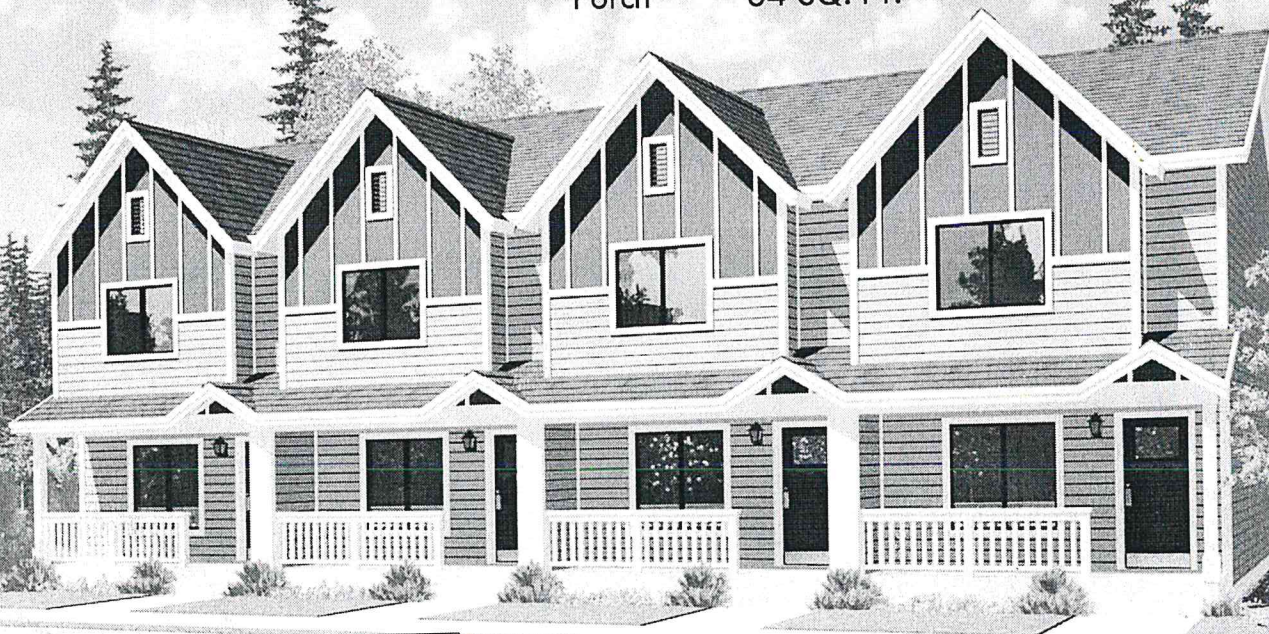
MAIN FLR. 478 SQ. FT.

UPPER FLR. 527 SQ. FT.

TOTAL 1005 SQ. FT.

Storage 34 SQ. FT.

Porch 64 SQ. FT.



Plan F-615



Printable Flyer

Total sq. ft.:	1,005
Upper Floor sq. ft:	527
Main Floor sq. ft:	478
Bedrooms:	2
Bathrooms:	2.5
Garage Stalls:	0
Width:	64' 0"
Depth:	38' 0"
Ridge Height:	28' 3"
Foundations Available:	Crawlspace, Slab

City of Moberly

City Council Agenda Summary

Agenda Number: #16.

Department: Fire

Date: February 5, 2024

Agenda Item: An Ordinance Amending Section 18-61 (A) Of The Moberly City Code Relating To The Fire Board Of Appeals.

Summary: The City Adopted The International Fire Code, 2021 ICC Edition On September 19, 2022. This Change Was Not Reflected In The Code Of Ordinances At That Time. Due To This Being Accidentally Overlooked, We Are Requesting The Council To Approve This Update.

Recommended Action: Approve This Recommendation To Bring The Code Of Ordinances Into Current Compliance With The Standards Which Were Previously Adopted.

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 checked="" 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___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING SECTION 18-61 (a) OF THE MOBERLY CITY CODE RELATING TO THE FIRE BOARD OF APPEALS.

WHEREAS, the City adopted the International Fire Code, 2021, ICC Edition on September 19, 2022; however, this change was not reflected in Sec. 18-61 (a) by an oversight; and

WHEREAS, City Staff requests that Sec. 18-61 (a) be amended to include language incorporating the 2021 Edition of the IFC instead of the 2012 Edition as currently stated; and

WHEREAS the City Council desires to amend the code as requested.

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

SECTION ONE: Chapter 18, Article III, Section 18-61 (a) is hereby amended to read as follows:

Sec. 18-61. – Board of appeals.

- (a) *Membership; terms.* Appeals to the board may be taken by any person aggrieved by any decision or interpretation of the fire officials made under the provisions of the International Fire Code, 2021 ICC Edition. The board of appeals shall consist of five members who are qualified by experience and training to rule on matters pertaining to building construction and fire prevention. The board of appeals shall be appointed by the mayor and approved by the city council. The first board appointed shall serve, respectively, one for one year; one for two years; one for three years; one for four years; and one for five years. Thereafter, members shall be appointed for terms of five years each. Members shall be removable for cause, upon written charges, and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

SECTION TWO: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of February, 2024.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION

Return Form to:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Filing Fee: _____
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 660-289-7642
Address: 101 W Reed St. Zip: 65270
Owner: _____ Phone: _____
Address: _____ Zip: _____

TEXT AMENDMENT PROPOSED:

Amendment Proposed to (Check One):

_____ City Zoning Regulations _____ City Subdivision Regulations
_____ Growth Area Subdivision Regulations

Section to Be Amended: _____ Article _____ Section 18-61

Present Text: 18-61(a) Membership; terms. Appeals to the board may be taken by any person aggrieved by any decision or interpretation of the fire officials made under the provisions of the International Fire Code, 2012 ICC Edition...

Proposed Text: 18-61(a) Membership; terms. ... the provisions of the International Fire Code, Currently adopted edition per section 18-60. ...

Reason for Amendment: Change specific edition to referenced statement so that future code Adoptions will automatically be updated in this section without further alterations

Attach additional sheets as needed.

IMPACT OF AMENDMENT:

Does the amendment add language to the Regulations?

Yes ☐No ☒

Does the amendment supplement an existing section?

Yes ☒No ☐

Does the amendment modify an existing section?

Yes ☒No ☐

Does the amendment repeal a section?

Yes ☐No ☒

Applicant's Signature

12-8-2023

Date

City of Moberly

City Council Agenda Summary

Agenda Number: #17.

Department: Public Safety

Date: February 5, 2024

Agenda Item: An Ordinance Authorizing A Memorandum Of Understanding With The Missouri Department Of Corrections.

Summary: The former Animal Control Officer, Becky Bonuchi provided the City Manager with an agreement between the City and the Mo DOC for the City to provide dogs to prisoners for training. She said the City has done this for years. The Police Chief also confirmed that the City has participated in this project before.

Recommended

Action: Please approve the resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" 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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE MISSOURI DEPARTMENT OF CORRECTIONS.

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

SECTION ONE: The Missouri Department of Corrections has requested that the City through its animal shelter provide dogs to the correctional facility in Moberly, Missouri for use by prisoners in learning how to train animals.

SECTION TWO: This program has been ongoing for a number of years and both parties believe the program is a valuable tool to rehabilitate prisoners.

SECTION THREE: The parties must enter into a Memorandum of Understanding to provide for the mechanics of the program and the City Council authorizes the City Manager to enter into such an agreement.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of February, 2024.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

MP23708495

**Memorandum of Understanding
Humane Shelter Partnership**

**Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Moberly Animal Shelter
310 North Clark
Moberly, MO 65270**

In consideration of the mutual agreements contained herein, the Missouri Department of Corrections, Moberly Correctional Center (herein after referred to as Department) agrees to provide services for the City of Moberly Animal Shelter (herein after referred to as Shelter) under the following terms and conditions hereby agreed upon:

1. Effective February 1, 2024, both parties agree to enter into a partnership in accordance with the Scope of Work that is attached hereto (Exhibit A) and incorporated herein in its entirety. The Shelter agrees that the language of this Memorandum of Understanding (herein after referred to as MOU) shall govern in the event of a conflict with the provisions in the Scope of Work.
2. The initial contract period shall be February 1, 2024 through January 31, 2025. This MOU shall not bind, nor purport to bind, the parties for any commitment in excess of the stated period. Upon the mutual agreement of both parties, this MOU may be renewed for two (2) additional one-year periods, or any portion thereof.
3. The Shelter represents itself to be an independent Shelter offering such services to the general public and shall not represent itself or its employees to be an employee of the Department. The Shelter shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. for shelter employees.
4. The Shelter shall be responsible for any and all injury or damage as a result of the Shelter's negligent acts or omissions involving any equipment or service provided under the terms and conditions, requirements and specifications of this MOU. The Shelter agrees to indemnify and hold harmless the State of Missouri, the Department, its officers, agents and employees from and against any and all loss, costs (including attorney fees), and damage of any kind related to this MOU. However, the Shelter shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees and assignees. Nothing contained in this MOU shall be deemed a waiver of sovereign immunity by the Department or the State of Missouri.
5. This MOU is not intended to create any rights, liberties, interests nor entitlements in favor of any incarcerated offender. This MOU is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.
6. The Shelter shall provide all dogs and supplies required for the provision of the services. The Shelter shall provide all necessary and required insurance for the Shelter's staff. The Department shall not be liable in the event of loss and/or shrinkage, and/or damage of any of the Shelter's dogs or supplies. Title to any dog and Shelter purchased supplies shall be held by and vested in the Shelter.
7. The Department shall be responsible for security within the facility and will provide appropriate security through the use of electronic devices and direct supervision of incarcerated offenders. Where appropriate, perimeter security will be provided with a combination of a secure perimeter fencing system and a perimeter patrol system enhancing staff response capability. The Shelter's staff shall at all times be responsible for following the Department's policies regarding security, custody and control of incarcerated offenders. In order to ensure compliance, the department shall provide shelter staff with written copies of all applicable rules and regulations.

8. All of the Shelter's employees who work with offenders must be 18 years of age or older and submit to and pass a background investigation conducted by the Department or its designee in order to be eligible for providing services in any correctional facility. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The Shelter understands that the Department is prohibited by statute from doing business with any offender committed to or supervised by the Department, or family members of any offenders committed to or supervised by the Department.
9. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
 - a. Any Shelter employee who witnesses any form of sexual misconduct must immediately report it to the Institution Warden. If a shelter employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement, or, at the Department's sole discretion, require the shelter to remove the employee from providing service under the agreement.
 - b. Any Shelter employee who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
10. The Shelter's employees providing services in any Department facility may be required to submit to and pass random drug screening conducted by Department.
11. The Shelter and all staff assigned to provide services pursuant to this MOU shall be qualified, licensed or certified as required by state, federal or local law, statute or regulations, respective to the services provided through this MOU. The Shelter shall provide documentation of such licensure, qualification or certification to the Department upon request.
12. When on Department property, the Shelter, its employees, and others acting under the Shelter's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, current, or hereafter adopted, regarding operations and activities in and about all Department property. In order to ensure compliance, the department shall provide Shelter staff with written copies of all applicable rules and regulations.
13. The Shelter shall participate in any training that may be required by the Department. The Department shall not be responsible for any expenses of the contractor as a result of these training classes. Such expenses may include but are not necessarily limited to expenses associated with travel, meals, lodging, communications and/or other expenses resulting from attendance at one or more training events.
14. In recognition of the sensitivities of human behavior characteristic of correctional environments, the Shelter shall replace any member of the Shelter's staff upon the request of the Department who the Department finds unacceptable.
15. Upon completion of the training, all dogs will be returned to the Shelter for adoption. Institutional staff may apply for adoption of the dogs through the Shelter protocol.
16. The Shelter understands that the State of Missouri is not obligated for any payments under the terms of this MOU.
17. The Parties agree and understand that all information gained as a result of performance under this MOU shall be confidential and that no information, reports, documentation, or material prepared by the Parties solely pursuant to the provisions of this MOU shall be released to the public without the prior written consent of

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the Party whose confidential information may be disclosed. The Shelter agrees not to disclose any identifiable information about any individual encountered during the work performed under this MOU. In the event of disclosure of any confidential information by the Shelter or its subcontractors to a third party or entity other than the Department, without the express written approval of the Department, the Shelter will inform the Department within 24 hours. This notification will include a description of the nature of the disclosure, the names and affiliations of those requesting the disclosure, and a statement of the basis for the disclosure, including a citation of any applicable laws or regulations. The Shelter shall make reasonable efforts to mitigate any harm that may occur therefrom. Restrictions as to the disclosure and use of Confidential Information shall continue for five years beyond the final expiration date of this MOU.

- a. The Parties understand and agree that the records, files and documentation provided to each Party shall be confidential.
19. The parties agree that any change to this MOU including those that are necessary as a result of a statute, rule or regulation, or court order adopted after the effective date of this MOU, shall be accomplished by written and signed amendment between the parties.
 20. This MOU contains the entire MOU and understanding between the parties and supersedes any other MOU concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this MOU shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this MOU, shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach of any term, provision or clause, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
 21. Further, it is agreed upon by the parties that this MOU shall terminate on the part of all parties in any of the following events:
 - a. At 11:59 p.m. January 31, 2025, if not renewed prior to that date.
 - b. Upon receipt of written notification from the Department of the failure of the Shelter and/or their staff to abide by all Missouri Department of Corrections policies and procedures.
 - c. Following receipt of a thirty-day (30) written notice of intent to cancel by either party, without cause.
 - d. Funding is not appropriated at a sufficient level to continue services.

Signed and agreed hereto:

 Randell Thompson, City Manager
 City of Moberly

 Date

 Rusty Ratliff, Warden, Moberly Correctional Center
 Missouri Department of Corrections

 Date

 Myles Strid, Acting Director
 Division of Adult Institutions
 Missouri Department of Corrections

 Date

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EXHIBIT A -- SCOPE OF WORK**Partnership Purpose**

The partnership between the Department and the Shelter will allow mutually agreed to institutions to partner with the local humane shelter and provide training to abandoned dogs in an effort to make the dog more adoptable to avoid euthanizing.

Shelter's Responsibilities:

1. The Shelter will provide all food, equipment, supplies and health services for the dogs for the duration of training and until the dog(s) is returned to the Shelter for adoption. Any item or device brought into the institution must be preapproved by the Department.
2. The Shelter will supply at least one month of food for the dogs upon delivery of the dogs to the institution.
3. The Shelter will enter into signed agreements with local veterinarians to provide health services to the dogs at no cost to the Department. The Shelter will provide verification of such agreements upon the request of the Department.
4. The Shelter may provide up to fifteen (15) dogs for inclusion in the training program. Final determination will be made by the Warden.
5. The Shelter will pre-screen dogs, judging temperament and social skills, before delivering the dogs to the institution.
6. The Shelter will provide verification to the Department that each dog is current on all vaccinations, including rabies, prior to delivery to the institution.
7. All dogs must be spayed or neutered and fully recovered from surgery prior to their delivery to the institution.
8. The Shelter's assigned personnel working with offenders shall, at a minimum, attend six (6) hours of volunteer training as offered by the Department.
9. The Shelter shall require staff to participate in the Department's host institution orientation prior to initiation of services within the institution.
10. The Shelter shall provide verification to the Department that each dog has been heartworm tested and if positive, has been treated for heartworms. Additionally, the Shelter shall provide heartworm preventative treatment for each dog. If the Shelter is unable to provide the aforementioned test and treatment, other arrangement shall be made to ensure such testing and treatment is provided to the dogs. Such arrangement must be agreed upon by the Shelter and the Department.

Department's Responsibilities:

1. The Department will provide up to forty-five (45) offenders who are willing and receptive participants to the program. Referral of offender participants may vary based upon the number of identified qualified offenders in the institution at any given time.
2. The Department will work in collaboration with the Shelter on offender trainer participants, including the establishment of criteria for qualified offenders, and the training program curriculum.
3. The Department will provide adequate and secure space for the program.
4. The Department will provide safe humane care for the dogs.
5. The Department will provide water access for the dogs.
6. The Department will keep training records on each offender participant for each dog.

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7. The Department will keep a daily journal describing the care, treatment, dietary information and training provided to the dogs.
8. The Department will collaborate with the Shelter in seeking donations for equipment and supplies for the dogs.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#18.

Department: Public Utilities

Date: February 5, 2024

Agenda Item: An Ordinance Repealing Section 42-28 (10) Of The City Code And Adopting A New Section 42-28 (10) Relating To Water Rental Rates And Charges.

Summary: Cleaning up confusing verbiage and removing the due dates.

Recommended

Action: Please approve the Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	___ 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: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING SECTION 42-28 (10) OF THE CITY CODE AND ADOPTING A NEW SECTION 42-28 (10) RELATING TO WATER RENTAL RATES AND CHARGES.

WHEREAS, City Staff has identified language in the existing Sec. 42-28 (10) which is superfluous, excess, not needed and which is no longer accurate; and

WHEREAS, City Staff has proposed a new subsection (10) which more accurately reflects current practices; and

WHEREAS, these proposed changes are submitted to the City Council for its consideration.

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

SECTION ONE: Chapter 42, Sec. 42-28 (10) is hereby repealed.

SECTION TWO: A new Chapter 42, Sec. 42-28 (10) is hereby adopted to read as follows:

Chapter 42. Sec. 42-28 (10). -Rental rates and charges.

(10) A late payment penalty of ten percent of the water use charges will be added to each delinquent bill after the due date. When any bill is not paid by the shutoff date of the respective billing cycle, retention of water service to the premises shall be disconnected until the bill is paid.

SECTION THREE: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of February, 2024.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly
City Council Agenda Summary

Agenda Number:

#19.

Department: Parks and Recreation
Date: January 16, 2024

Agenda Item: A Resolution Accepting The Bid Of And Authorizing Contracting With Rhad A. Baker Construction, LLC For The Alternate Bid In Phase One Of The Kiwanis Park Project.

Summary: The base bid was approved in January. Staff and Bartlett & West recommend approval of the alternate which is a concrete ribbon around the asphalt parking lot to ensure greater integrity and durability of the asphalt parking lot long term.

Recommended Action: Approve the Resolution.

Fund Name: Parks > Capital Improvements

Account Number: 114.000.5406

Available Budget \$: \$641,024.03

ATTACHMENTS:

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

Roll Call Aye Nay

Mayor			
M	S	Brubaker	
Council Member			
M	S	Lucas	
M	S	Kimmons	
M	S	Jeffrey	
M	S	Kyser	
		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH RHAD A. BAKER CONSTRUCTION, LLC FOR THE ALTERNATE BID IN PHASE ONE OF THE KIWANIS PARK PROJECT.

WHEREAS, on January 16, 2024, this Council accepted the bid and authorized contracting with Rhad A. Baker Construction (“Baker”) for Phase One of the Kiwanis Park Project; and

WHEREAS, the Baker bid included an alternate bid of \$22,000.00 for a concrete ribbon around the asphalt parking lot which was mistakenly not included in the approved Resolution; and

WHEREAS, City Staff requests that the alternate bid now be approved.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Baker and authorizes the City Manager to include the Alternate bid in the contract for construction of Phase One of the Kiwanis Park and to take such other and further actions necessary to carry out the intent of this Resolution.

RESOLVED this 5th day of February, 2024, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Company	Base Bid	Alternate
Holman Construction	799,500	29,950
S&A Equipment & Builders	492,829.32	30,872
Rhad A. Baker	585,300	22,000
Diamond Contractors	849,552	27,798
GBH Builders	693,700	19,200
Note: Alternate is for a concrete ribbon around the asphalt parking lot.		



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#20.

Department: City Clerk

Date: February 5, 2024

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JANUARY 12, 2024 AND FEBRUARY 1, 2024, IN THE AMOUNT OF \$779,959.35.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	128,510.47
Non-Resident Lodging Tax Fund	\$	9,500.00
Payroll Fund	\$	49,884.62
Solid Waste Fund	\$	3,333.71
Heritage Hills Golf Course Fund	\$	3,984.00
Parks and Recreation Fund	\$	34,717.23
Airport Fund	\$	26,681.07
Perpetual Care Cemetery Sales Fund	\$	54.00
DNR Grant Fund	\$	98,426.80
Utilities Operating & Maintenance Fund	\$	120,622.62
Utilities Operating Reserve Fund	\$	5,869.43
319 Grant Fund	\$	2,295.00
2004B SRF Bonds Debt Service Fund	\$	2,274.09
2006A SRF Bonds Debt Service Fund	\$	27,552.92
2004C Bonds Debt Service Fund	\$	30,625.90
2008A Bonds Debt Service Fund	\$	4,373.25
ESP Projects Debt Service Fund	\$	135,340.85
Emergency Telephone Fund	\$	8,562.74
Transportation Trust Fund	\$	29,158.95
Street Improvement Fund	\$	4,226.44
Ameren MO Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Sales Tax Fund	\$	48,335.44
Total:	\$	779,959.35

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

RESOLVED the 5th day of February 2024 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95627	01/12/2024	10508	TOWN & COUNTRY ABSTRACT CO	10,477.00- V
95628	01/12/2024	10108	CENTRAL BANK OF MOBERLY	10,477.00
95629	01/19/2024	10027	AMAZON CAPITAL SERVICES	963.70
95630	01/19/2024	10036	ARISTA INFORMATION SYSTEMS INC	3,427.04
95631	01/19/2024	10044	AT&T 5001	4,080.74
95632	01/19/2024	10044	AT&T 5001	1,264.03
95633	01/19/2024	10095	BUTLER SUPPLY INC	15.10
95634	01/19/2024	10362	CHERRY ROAD MEDIA INC	75.00
95635	01/19/2024	10534	COGENT INC	4,566.00
95636	01/19/2024	10138	CUNNINGHAM VOGEL & ROST PC	8,521.88
95637	01/19/2024	10138	CUNNINGHAM VOGEL & ROST PC	226.50
95638	01/19/2024	95266	DEFENCE TECHNOLOGY TRAINING	327.60
95639	01/19/2024	95388	DON'S FAMILY STYLE BUFFET	2,180.00
95640	01/19/2024	10177	FEDERAL EXPRESS	43.56
95641	01/19/2024	10182	FIRST STATE COMMUNITY BANK	135,340.85
95642	01/19/2024	10601	JACKSON BROTHERS OF THE NORTH	40.50
95643	01/19/2024	10264	KIWANIS OF MOBERLY	702.00
95644	01/19/2024	96923	KZZT FM 105 INC	127.50
95645	01/19/2024	10275	LEON UNIFORM COMPANY	464.50
95646	01/19/2024	10280	LOWES HOME CENTERS LLC	.00 V
95647	01/19/2024	10316	MFA OIL COMPANY	1,481.32
95648	01/19/2024	10317	MFA PROPANE	3,290.84
95649	01/19/2024	10341	MISSOURI PETROLEUM STORAGE TANK INSURAN	225.00
95650	01/19/2024	10424	RANDOLPH COUNTY RECORDER	54.00
95651	01/19/2024	10801	STRUKEL ELECTRIC INC	24,862.11
95652	01/19/2024	10508	TOWN & COUNTRY ABSTRACT CO	124.00
95653	01/19/2024	10529	USA BLUE BOOK	49.90
95654	01/19/2024	10532	VALENTINE INSURANCE AGENCY	2,002.00
95655	01/19/2024	10556	WESTLAKE HARDWARE	957.56
95672	01/29/2024	10027	AMAZON CAPITAL SERVICES	249.50
95673	01/29/2024	10051	AUTOZONE INC	17.29
95674	01/29/2024	10055	B & D LOCK & KEY	360.00
95675	01/29/2024	94211	BAIN, JASON	600.00
95676	01/29/2024	10064	BARR ENGINEERING COMPANY	2,295.00
95677	01/29/2024	10066	BARTLETT & WEST	114,838.25
95678	01/29/2024	10069	BENN, RYAN D	974.00
95679	01/29/2024	10080	BOB'S TIRE LLC	60.00
95680	01/29/2024	94448	BOONE, ANTHONY G.	1,540.00
95681	01/29/2024	10085	BRATCHERS MARKET	857.37
95682	01/29/2024	10087	BRENDLINGER ENTERPRISES INC	135.00
95683	01/29/2024	10674	BRICTON GROUP DEVELOPMENT SERVICES LLC	41,628.94
95684	01/29/2024	94601	BRUNDAGE ENVIRONMENTAL	3,600.00
95685	01/29/2024	10095	BUTLER SUPPLY INC	307.61
95686	01/29/2024	10362	CHERRY ROAD MEDIA INC	35.40
95687	01/29/2024	10802	CLYDE'S DISASTER & CARPET CLEANING	5,526.00
95688	01/29/2024	10127	CORE & MAIN LP	1,379.10
95689	01/29/2024	10134	CROWN POWER & EQUIPMENT	227.75
95690	01/29/2024	10155	DMC CONCRETE CONSTRUCTION	3,737.60
95691	01/29/2024	10752	EMBREE CONCRETE SOLUTIONS LLC	1,650.00
95692	01/29/2024	10167	ENGINEERING SURVEYS & SERVICES	3,199.00
95693	01/29/2024	95580	EQUIFAX	2,155.04
95694	01/29/2024	10176	FASTENAL COMPANY	87.57
95695	01/29/2024	10202	GLENNS GARAGE DOORS LLC	89.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95696	01/29/2024	96126	HANNIBAL CONCRETE PRODUCT COMP	11,485.00
95697	01/29/2024	10260	JT HOLMAN CONSTRUCTION LLC	22,000.00
95698	01/29/2024	10261	KB TIRE AND AUTO INC	256.00
95699	01/29/2024	10265	KNAPHEIDE TRUCK EQUIPMENT CENTER	229.57
95700	01/29/2024	10270	LAND/CHARITON COUNTY CONCRETE	845.86
95701	01/29/2024	10275	LEON UNIFORM COMPANY	924.00
95702	01/29/2024	10289	MACON ELECTRIC COOPERATIVE	42.88
95703	01/29/2024	10322	MIDWEST ENVIR CONSULTANTS INC	184.00
95704	01/29/2024	10350	MISSOURI WATER & WASTEWATER CONFERENCE	35.00
95705	01/29/2024	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,500.00
95706	01/29/2024	10361	MOBERLY LUMBER INC	1,035.96
95707	01/29/2024	97684	MOBERLY PLUMBING LLC	5,550.00
95708	01/29/2024	10407	PRATHERS TOWING	300.00
95709	01/29/2024	98278	R E PEDROTTI CO INC	709.07
95710	01/29/2024	10485	STAPLES	69.11
95711	01/29/2024	10492	SURVEYING & MAPPING LLC	3,900.00
95712	01/29/2024	10508	TOWN & COUNTRY ABSTRACT CO	100.00
95713	01/29/2024	99456	TREKK, DESIGN GROUP	2,856.50
95714	01/29/2024	10519	UNIFIRST CORPORATION	219.07
95715	01/29/2024	10525	UNITED WAY	1,212.63
95716	01/29/2024	10527	US CELLULAR	407.48
95717	01/29/2024	10533	VALIC	1,130.00
95718	01/29/2024	10569	WIRELESS USA	557.35
95719	01/29/2024	10573	WOOGEDY LLC	292.97
95720	01/29/2024	10580	ZURCHER TIRE INC	14.00
95721	02/01/2024	10013	ABAN PEST CONTROL INC	180.00
95722	02/01/2024	10015	ADVANCED TURF SOLUTIONS	1,491.00
95723	02/01/2024	10019	AGEE, CARL W	1,500.00
95724	02/01/2024	10026	ALTORFER INC	1,505.32
95725	02/01/2024	10027	AMAZON CAPITAL SERVICES	357.90
95726	02/01/2024	10028	AMEREN MISSOURI	19.38
95727	02/01/2024	10028	AMEREN MISSOURI	34.77
95728	02/01/2024	10044	AT&T 5001	1,700.40
95729	02/01/2024	10044	AT&T 5001	13.44
95730	02/01/2024	10051	AUTOZONE INC	14.47
95731	02/01/2024	10064	BARR ENGINEERING COMPANY	12,747.50
95732	02/01/2024	10066	BARTLETT & WEST	1,848.84
95733	02/01/2024	10803	BLUE TO GOLD LLC	495.00
95734	02/01/2024	10080	BOB'S TIRE LLC	1,225.00
95735	02/01/2024	10087	BRENDLINGER ENTERPRISES INC	315.00
95736	02/01/2024	10088	BRENNTAG MID SOUTH INC	2,200.40
95737	02/01/2024	10105	CASON BUILDING MAINTENANCE INC	2,463.70
95738	02/01/2024	10362	CHERRY ROAD MEDIA INC	389.40
95739	02/01/2024	10804	CITY OF EUREKA	250.00
95740	02/01/2024	10121	COE EQUIPMENT	73.81
95741	02/01/2024	94990	COMPLETE FAMILY MEDICINE	244.00
95742	02/01/2024	10127	CORE & MAIN LP	4,135.13
95743	02/01/2024	10134	CROWN POWER & EQUIPMENT	749.47
95744	02/01/2024	10137	CUMMINS SALES & SERVICES	776.69
95745	02/01/2024	10141	DA-COM COLUMBIA LLC	304.67
95746	02/01/2024	10174	EVOQUA WATER TECHNOLOGIES LLC	11,694.50
95747	02/01/2024	10176	FASTENAL COMPANY	48.44
95748	02/01/2024	10194	FUSION TECHNOLOGY LLC	1,139.96
95749	02/01/2024	10223	HAWKINS INC	7,168.75
95750	02/01/2024	10229	HEIMAN FIRE EQUIPMENT INC	5,560.00
95751	02/01/2024	10247	IIMC	185.00
95752	02/01/2024	10249	INOVATIA LABORATORIES LLC	665.70

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95753	02/01/2024	10601	JACKSON BROTHERS OF THE NORTH	750.00
95754	02/01/2024	10264	KIWANIS OF MOBERLY	468.00
95755	02/01/2024	10265	KNAPHEIDE TRUCK EQUIPMENT CENTER	487.50
95756	02/01/2024	10275	LEON UNIFORM COMPANY	1,151.50
95757	02/01/2024	10290	MACQUEEN EMERGENCY GROUP	1,699.88
95758	02/01/2024	10744	MAXIM GOLF LLC	3,834.00
95759	02/01/2024	97384	MCKEOWN FARM & LAWN	203.26
95760	02/01/2024	10805	MID-MISSOURI ELECTRIC	4,294.00
95761	02/01/2024	10330	MISSOURI DEPARTMENT OF CORRECTIONS	705.00
95762	02/01/2024	10353	MISSOURI DEPARTMENT OF NATURAL RESOURC	150.00
95763	02/01/2024	10357	MOBERLY AREA CHAMBER OF COMMERCE	6,000.00
95764	02/01/2024	97684	MOBERLY PLUMBING LLC	2,700.00
95765	02/01/2024	10384	O'REILLY AUTOMOTIVE STORES INC	395.61
95766	02/01/2024	10389	PALMATORY'S	602.00
95767	02/01/2024	10398	PEST PRO SOLUTIONS INC	135.00
95768	02/01/2024	10409	PREMIER SAFETY COMPANY	175.00
95769	02/01/2024	10410	PRO PUMPING & HYDROJETTING LLC	1,160.00
95770	02/01/2024	10424	RANDOLPH COUNTY RECORDER	6.00
95771	02/01/2024	10459	SCHULTE SUPPLY INC	5,457.60
95772	02/01/2024	10474	SMITH FERTILIZER & GRAIN INC	2,637.90
95773	02/01/2024	10485	STAPLES	788.66
95774	02/01/2024	10806	STEVENS, ALEXIS	1,077.50
95775	02/01/2024	10807	STONER, COLIN	174.28
95776	02/01/2024	10499	THE TECH SHOP	1,109.00
95777	02/01/2024	10607	T-MOBILE	1,733.40
95778	02/01/2024	99514	ULINE	2,147.66
95779	02/01/2024	10519	UNIFIRST CORPORATION	325.75
95780	02/01/2024	10520	UNITED FIRST AID & SAFETY LLC	180.41
95781	02/01/2024	10529	USA BLUE BOOK	1,828.44
95782	02/01/2024	10533	VALIC	1,130.00
95783	02/01/2024	10569	WIRELESS USA	140.00
95784	02/01/2024	10573	WOOGEDY LLC	864.00
95785	02/01/2024	10579	ZERO9 SOLUTIONS	78.40
95786	02/01/2024	10580	ZURCHER TIRE INC	129.00
20240123	01/23/2024	10280	LOWES HOME CENTERS LLC	1,051.92 M
20240124	01/26/2024	10028	AMEREN MISSOURI	55,026.65 M
202302348	01/19/2024	10546	WASTE MANAGEMENT SOLUTIONS	31,783.31
202302349	01/25/2024	10060	BANKCARD SERVICES	16,163.67
202302350	01/25/2024	10517	UMB BANK	64,826.16
202302351	02/01/2024	10336	MISSOURI LAGERS	46,411.99
202302352	02/01/2024	10365	MOBERLY SOLAR LLC	15,660.16
Grand Totals:				779,959.35

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	1,228.68	.00	1,228.68
100.000.1601	696.28	.00	696.28
100.000.2000	313.32	128,823.79-	128,510.47-
100.000.2305	337.60	.00	337.60
100.001.5200	26.48	.00	26.48
100.001.5211	35.99	.00	35.99
100.002.5201	.00	97.34-	97.34-

GL Account	Debit	Credit	Proof
100.002.5211	35.99	.00	35.99
100.002.5404	419.00	.00	419.00
100.003.5200	25.12	.00	25.12
100.003.5201	141.60	.00	141.60
100.003.5211	35.99	.00	35.99
100.003.5806	160.99	.00	160.99
100.004.5211	35.99	.00	35.99
100.004.5700	6,041.88	.00	6,041.88
100.005.5200	152.19	.00	152.19
100.005.5211	216.93	.00	216.93
100.005.5212	285.00	.00	285.00
100.005.5404	468.00	.00	468.00
100.005.5415	3,600.00	.00	3,600.00
100.005.5418	52,310.23	.00	52,310.23
100.005.5419	56.00	.00	56.00
100.005.5806	6.00	.00	6.00
100.005.5810	127.50	.00	127.50
100.006.5200	12.65	.00	12.65
100.006.5211	35.99	.00	35.99
100.006.5218	3,143.70	.00	3,143.70
100.007.5107	1,544.26	.00	1,544.26
100.007.5200	1,629.35	215.98-	1,413.37
100.007.5203	43.56	.00	43.56
100.007.5206	1,752.49	.00	1,752.49
100.007.5209	1,320.35	.00	1,320.35
100.007.5211	143.96	.00	143.96
100.007.5217	90.70	.00	90.70
100.007.5307	467.85	.00	467.85
100.007.5308	152.29	.00	152.29
100.007.5402	948.95	.00	948.95
100.007.5403	348.50	.00	348.50
100.007.5404	175.00	.00	175.00
100.007.5406	247.50	.00	247.50
100.007.5503	304.67	.00	304.67
100.007.5806	88.50	.00	88.50
100.007.5807	500.18	.00	500.18
100.008.5200	18.98	.00	18.98
100.008.5209	1,547.57	.00	1,547.57
100.008.5211	138.86	.00	138.86
100.008.5300	974.00	.00	974.00
100.008.5307	229.50	.00	229.50
100.008.5308	256.00	.00	256.00
100.008.5309	8,182.57	.00	8,182.57
100.008.5311	12.99	.00	12.99
100.008.5403	344.98	.00	344.98
100.008.5406	50.00	.00	50.00
100.008.5806	249.48	.00	249.48
100.009.5200	624.30	.00	624.30
100.009.5201	6.59	.00	6.59
100.009.5209	830.17	.00	830.17
100.009.5211	143.96	.00	143.96
100.009.5217	89.71	.00	89.71
100.009.5300	106.47	.00	106.47
100.009.5309	809.00	.00	809.00
100.009.5310	1,077.30	.00	1,077.30
100.009.5311	115.89	.00	115.89
100.009.5402	11.39	.00	11.39

GL Account	Debit	Credit	Proof
100.009.5406	387.50	.00	387.50
100.009.5813	2,825.58	.00	2,825.58
100.010.5209	466.78	.00	466.78
100.010.5211	35.99	.00	35.99
100.010.5406	432.50	.00	432.50
100.011.5200	254.00	.00	254.00
100.011.5204	257.39	.00	257.39
100.011.5209	622.29	.00	622.29
100.011.5406	2,288.70	.00	2,288.70
100.011.5806	57.28	.00	57.28
100.012.5209	54.48	.00	54.48
100.012.5211	35.99	.00	35.99
100.013.5209	403.29	.00	403.29
100.013.5210	13,787.71	.00	13,787.71
100.013.5311	2,147.66	.00	2,147.66
100.013.5406	384.00	.00	384.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5802	4,157.04	.00	4,157.04
100.013.5806	1,661.83	.00	1,661.83
100.014.5204	77.25	.00	77.25
100.014.5300	21.54	.00	21.54
100.019.5209	15.82	.00	15.82
100.020.5204	51.50	.00	51.50
100.020.5209	297.80	.00	297.80
100.020.5406	210.00	.00	210.00
100.021.5406	25.00	.00	25.00
102.000.2000	.00	9,500.00-	9,500.00-
102.000.5406	9,500.00	.00	9,500.00
105.000.2000	.00	49,884.62-	49,884.62-
105.000.2603	3,472.63	.00	3,472.63
105.000.5102	46,411.99	.00	46,411.99
110.000.2000	.00	3,333.71-	3,333.71-
110.033.5209	34.71	.00	34.71
110.033.5417	3,199.00	.00	3,199.00
110.033.5806	100.00	.00	100.00
114.000.2000	.00	3,984.00-	3,984.00-
114.000.5200	150.00	.00	150.00
114.000.5406	3,834.00	.00	3,834.00
115.000.2000	11,837.16	46,554.39-	34,717.23-
115.000.4900	107.83	.00	107.83
115.040.5200	93.34	.00	93.34
115.040.5204	6.13	.00	6.13
115.040.5209	1,489.44	.00	1,489.44
115.040.5211	35.99	.00	35.99
115.040.5300	5,724.09	.00	5,724.09
115.041.5200	1,394.15	240.07-	1,154.08
115.041.5204	88.47	31.33-	57.14
115.041.5206	199.99	.00	199.99
115.041.5209	3,034.19	.00	3,034.19
115.041.5211	71.98	.00	71.98
115.041.5300	1,987.84	776.60-	1,211.24
115.041.5305	72.16	90.20-	18.04-
115.041.5309	1,160.00	.00	1,160.00
115.041.5311	3,199.79	21.96-	3,177.83
115.041.5406	1,913.84	.00	1,913.84
115.042.5209	261.25	.00	261.25
115.042.5300	1,500.00	.00	1,500.00

GL Account	Debit	Credit	Proof
115.043.5214	1,596.72	.00	1,596.72
115.044.5200	32.14	.00	32.14
115.044.5201	554.00	.00	554.00
115.044.5209	297.81	.00	297.81
115.044.5211	71.98	.00	71.98
115.044.5212	94.74	.00	94.74
115.044.5311	419.70	.00	419.70
115.044.5404	468.00	.00	468.00
115.044.5406	4,992.75	200.00-	4,792.75
115.044.5500	1,509.64	.00	1,509.64
115.044.5506	10,477.00	10,477.00-	.00
115.048.5200	148.87	.00	148.87
115.048.5206	145.60	.00	145.60
115.048.5207	1,491.00	.00	1,491.00
115.048.5209	1,877.97	.00	1,877.97
115.048.5211	35.99	.00	35.99
120.000.2000	.00	26,681.07-	26,681.07-
120.000.5204	84.90	.00	84.90
120.000.5209	573.08	.00	573.08
120.000.5211	35.99	.00	35.99
120.000.5300	715.99	.00	715.99
120.000.5406	25,046.11	.00	25,046.11
120.000.5802	225.00	.00	225.00
125.000.2000	.00	54.00-	54.00-
125.000.4814	54.00	.00	54.00
136.000.2000	.00	98,426.80-	98,426.80-
136.160.5408	85,679.30	.00	85,679.30
136.161.5408	12,747.50	.00	12,747.50
301.000.2000	.00	120,622.62-	120,622.62-
301.110.5202	2,601.24	.00	2,601.24
301.110.5203	825.80	.00	825.80
301.110.5206	25.23	.00	25.23
301.110.5211	229.67	.00	229.67
301.110.5403	2,856.50	.00	2,856.50
301.110.5700	3,600.00	.00	3,600.00
301.112.5200	121.50	.00	121.50
301.112.5204	12.99	.00	12.99
301.112.5209	1,512.30	.00	1,512.30
301.112.5211	219.18	.00	219.18
301.112.5213	9.99	.00	9.99
301.112.5300	89.00	.00	89.00
301.112.5310	990.62	.00	990.62
301.112.5311	227.38	.00	227.38
301.112.5312	74.92	.00	74.92
301.112.5313	12,774.77	.00	12,774.77
301.112.5314	15,495.90	.00	15,495.90
301.112.5406	244.00	.00	244.00
301.112.5806	300.00	.00	300.00
301.113.5200	59.96	.00	59.96
301.113.5201	145.18	.00	145.18
301.113.5204	240.50	.00	240.50
301.113.5207	9,369.15	.00	9,369.15
301.113.5209	8,074.13	.00	8,074.13
301.113.5211	44.49	.00	44.49
301.113.5216	1,828.44	.00	1,828.44
301.113.5300	956.07	.00	956.07
301.113.5311	784.59	.00	784.59

GL Account	Debit	Credit	Proof
301.113.5316	171.88	.00	171.88
301.113.5404	35.00	.00	35.00
301.114.5204	73.78	.00	73.78
301.114.5205	252.64	.00	252.64
301.114.5206	92.97	.00	92.97
301.114.5207	11,694.50	.00	11,694.50
301.114.5209	21,568.72	.00	21,568.72
301.114.5211	116.47	.00	116.47
301.114.5212	110.40	.00	110.40
301.114.5216	769.17	.00	769.17
301.114.5217	49.90	.00	49.90
301.114.5303	4,346.04	.00	4,346.04
301.114.5304	14,068.81	.00	14,068.81
301.114.5309	48.44	.00	48.44
301.114.5310	776.95	.00	776.95
301.114.5404	110.00	.00	110.00
301.114.5406	1,575.00	.00	1,575.00
301.114.5417	665.70	.00	665.70
301.115.5201	44.98	.00	44.98
301.115.5209	301.78	.00	301.78
301.115.5211	35.99	.00	35.99
303.000.2000	.00	5,869.43-	5,869.43-
303.000.5500	5,869.43	.00	5,869.43
319.000.2000	.00	2,295.00-	2,295.00-
319.000.5408	2,295.00	.00	2,295.00
377.000.2000	.00	2,274.09-	2,274.09-
377.000.5406	2,274.09	.00	2,274.09
378.000.2000	.00	27,552.92-	27,552.92-
378.000.5406	27,552.92	.00	27,552.92
379.000.2000	.00	30,625.90-	30,625.90-
379.000.5406	30,625.90	.00	30,625.90
380.000.2000	.00	4,373.25-	4,373.25-
380.000.5406	4,373.25	.00	4,373.25
381.000.2000	.00	135,340.85-	135,340.85-
381.000.5500	135,340.85	.00	135,340.85
400.000.2000	.00	8,562.74-	8,562.74-
400.000.5211	7,058.61	.00	7,058.61
400.000.5307	89.98	.00	89.98
400.000.5311	305.15	.00	305.15
400.000.5403	1,109.00	.00	1,109.00
600.000.2000	.00	29,158.95-	29,158.95-
600.153.5409	5,632.44	.00	5,632.44
600.158.5409	7,246.93	.00	7,246.93
600.159.5408	16,279.58	.00	16,279.58
601.000.2000	.00	4,226.44-	4,226.44-
601.000.5302	3,557.80	.00	3,557.80
601.000.5406	300.00	.00	300.00
601.000.5502	368.64	.00	368.64
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-
906.000.5500	3,910.33	.00	3,910.33
911.000.2000	.00	48,335.44-	48,335.44-
911.000.5406	45,628.94	.00	45,628.94
911.000.5700	2,706.50	.00	2,706.50

GL Account	Debit	Credit	Proof
Grand Totals:	804,260.31	804,260.31-	.00

Dated:

Mayor:

City Council:

City Recorder:

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"